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Attorneys for Debtor in Possession,
GROVE PLAZA PARTNERS, LLC

United States Bankruptcy Court
Northern District of California

In re: Case No. 16-30531-DM

GROVE PLAZA PARTNERS, LLC, Chapter 11

Debtor.
_____/

COMBINED PLAN OF REORGANIZATION AND DISCLOSURE STATEMENT (Dated October 3, 2016)

INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: approximately 15.5% to 100% of their allowed claims over time from the sale of real property. Taxes and other priority claims will be paid in full, as shown in Part 3. Insider unsecured creditors will receive between approximately 0.00% and 100% of their allowed claims.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 describes how much Debtor is required to pay on the effective date of the plan. The exhibits are for disclosure only; in the event of any inconsistency between this Plan and the exhibits, this Plan shall control.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

PART 1: TREATMENT OF SECURED CREDITORS

Property to be Sold.

The Debtor is the owner of seven of the thirteen parcels of real property comprising the Grove Plaza shopping center located at 1151-1161 Walnut Street and 2404-2540 S. Grove Avenue (2522 South Grove Avenue) in Ontario, California 91761 (APN Nos. 1051-321-51-0-000, 1051-171-44, 1051-321-51, 1051-171-42, 1051-321-63, 1051-321-52, 1051-321-52 and 1051-321-52). The Debtor's interests therein are referred to herein, collectively, as "Grove Plaza."

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Class	Name of Creditor	Collateral	Amount of Claim	Value of Collateral	Disputed? (Y/N)	Estimated Payment
1(a)	Cantor Group II, LLC	Grove Plaza	$14,303,035.38	$23,700,000	Y	To creditor: $11,455,734.86 To reserve: $2,847,300.52
1(b)	Amor Architectural Corporation	Grove Plaza	$18,586.63	$23,700,000	N	$18,586.63
1(c)	JG Construction	Grove Plaza	$97,463.77	$23,700,000	N	$88,603.43
1(d)	San Bernardino Tax Collector	Grove Plaza	$228,120.40	$23,700,000	N	$193,322.37
1(e)	Universal Site Services	Grove Plaza	$8,939.15	$23,700,000	N	$8,126.50
		Total:	$14,656,145.33			$14,656,145.33

Debtor will sell all of its real property, consisting of the following parcels, on or before the following dates, for at least the following minimum gross amounts:

Parcel	Deadline	Min. Price	Expected Price
Anchor Tenants	May 30, 2017	$4,970,464.14	$7,600,000.00
Molina Health	May 30, 2017	$1,569,620.25	$2,400,000.00
Shop Space	November 30, 2017	$6,997,890.30	$10,700,000.00
Front Pad	November 30, 2017	$1,962,025.32	$3,000,000.00
Total:		$15,500,000.00	$23,700,000.00

Each sale will be conducted upon approval at a hearing set on at least 21-days' notice, unless otherwise ordered by the Court. Secured creditors shall be afforded any rights to credit bid to which they are otherwise entitled under the Bankruptcy Code and applicable law. Each sale shall be free and clear of the secured claims of creditors identified in the motion and served with notice. All liens shall attach to the proceeds of sale with the same validity, extent, priority and amount as immediately prior to the sale, including any proceeds held in the disputed claims reserve.

The allowed claims of secured creditors will be paid from the proceeds of each sale until paid in full, prior to any other class of claims, in the following order: First, the San Bernardino Tax

Collector; Second, Cantor Group II, LLP; Third, other secured creditors, which the Debtor expects to pay simultaneously but, if not, will be paid in their order of priority under California law.

Debtor shall pay Cantor Group II, LLC all principal and interest at the applicable contract and default rate of interest through the date of confirmation of this Plan and accruing at the rate of seven percent (7%) per annum, simple interest, thereafter. Debtor shall pay other secured creditors in full with interest at the applicable contract rate or legal rate (10% per annum assumed above; San Bernardino Tax Collector to be paid at effective rate of 18% per annum). The claims shown above are estimated as of November 30, 2017, although some claims will be paid earlier; Cantor Group II, LLC's claim is estimated as of November 30, 2017. Future interest (interest not accrued as of the time of payment) will not be paid. Accordingly, earlier payment will reduce any claims paid by virtue of unaccrued interest.

In the event that the Court determines that interest at a rate higher than 7% shall accrue upon Cantor Group II, LLC's claim, up to the default rate (equal to $4,027.73 per day, including fees), the Debtor will nevertheless seek confirmation of this Plan with the treatment of Cantor Group II, LLC's modified accordingly. Exhibit 7 provides projections at both 7% as well as the default rate.

The Debtor estimates that $1,152,361.57 of Cantor Group II, LLC's claim is disputed (including a reserve of $200,000 for future legal expenses). Such amounts generally consist of attorney's fees, late charges and other costs and expenses, which the Debtor challenges as either duplicative, unreasonable or lacking evidence. The Debtor anticipates that the claim will be fully resolved before Cantor Group II, LLC is paid in full; if not, the then-disputed portion plus estimated future interest of $1,469,938.95 (up to a maximum of $2,847,300.52) will be held in the disputed claims reserve pending resolution of any remaining disputes. Notwithstanding any sale, interest shall continue to accrue on any unpaid allowed claim to the same extend, and in the same validity, priority and amount, as if the property were not sold. In addition to the Debtor's degree of success, a delay in resolving the disputed portion of the claim may diminish the distribution available to other creditors by the accrual of non-default and default interest. Upon confirmation of this Plan, all secured claims other than the claim of Cantor Group II, LLC are allowed in the amounts shown above.

The Debtor's lease with Ross Dress for Less, Inc. requires that certain tenant improvements be constructed and that Ross may cancel the lease if construction is not commenced by May 30, 2017,

and completed by August 29, 2017. The lease is automatically terminated if possession is not delivered by November 30, 2017. The buyer of the underlying Anchor Tenants parcel must assume all obligations under the lease and will be responsible for funding construction. The Debtor's determination that a sale to a buyer can be consummated and the tenant improvements subsequently completed by the aforesaid deadline is based upon the opinion and experience of the Debtor's Responsible Individual.

The Debtor will engage Marcus & Millichap as brokers to market and sell all real property under the following basic terms:

- Commissions of 4% of the gross purchase price, or less;
- Shall represent seller exclusively (no dual agency), but may share commission with buyer's broker or agent; and
- Any dispute involving the engagement or subject thereof shall be resolved be this Court.

The Debtor may engages said brokers upon such terms on or after the Effective Date of this Plan with or without Court approval. The Debtor expects Marcus & Millichap to accept the engagement as it previously prepared a valuation of the property and solicited the engagement. In the event that Marcus & Millichap becomes unwilling or unable to complete the engagement, the Debtor will apply for Court approval of a replacement broker *ex parte* by application and notice to all creditors. Legal descriptions of the aforesaid four parcels are available upon request.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.**

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PART 2: Class 2(a). General Unsecured Claims and Equity Interests.

Name of Creditor	Amount of Claim	Estimated Payment	Disputed?
Ace Roofing & Waterproofing Systems	$1,100.00	$1,100.00	N
APM Property Maintenance, Inc.	$8,115.00	$8,115.00	N
Armanino	$55.00	$55.00	N
Brown Rudnick LLP	$136,299.22	$136,299.22	N
CBRE, Inc.	$110,357.70	$110,357.70	N
Clark Pest Control	$370.00	$370.00	N
Coldwell Banker Commercial	$67,256.47	$67,256.47	Y
Commercial Maintenance Service	$20,000.00	$20,000.00	N
Corporate Alliance Strategies, Inc.	$4,800.00	$4,800.00	N
Environmental Management Solutions, Inc.	$806.43	$806.43	N
Gil Ruiz Landscape Maintenance	$5,100.00	$5,100.00	N
Nadel Architects, Inc.	$3,113.10	$3,113.10	N
Ontario Municipal Utilities Co.	$12,815.15	$12,815.15	N
PDM Development, Inc.	$14,286.50	$14,286.50	N
Penny Plumbing	$2,800.00	$2,800.00	N
Perry Roofing, Inc.	$5,900.00	$5,900.00	N
Quality Backflow Service	$50.00	$50.00	N
Rentschler / Tursi LLP	$64,451.44	$64,451.44	N
Scott and Jennifer Kramer	$35,453.8	$35,453.8	N
Southern California EDISON	$3,846.13	$3,846.13	N
Stanley Security Solutions	$2,104.38	$2,104.38	N
Terminix	$165.00	$165.00	N
Tyco Integrated Security LLC	$1,211.94	$1,211.94	N
Tyler Lighting Services, Inc.	$6,413.03	$6,413.03	N

Verizon California, Inc.	$639.54	$639.54	N
Wise Guys Signs & Wraps	$500.00	$500.00	N
TOTAL:	$508,009.83	$508,009.83	

Allowed claims of general unsecured creditors (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan), but not including the claims of insiders as defined in Section 101 of the Bankruptcy Code, shall be paid as follows:

Pot Plan. Creditors in this class will receive a pro-rata share of net proceeds generated by Debtor's sale of real property either from escrow or promptly upon the close of escrow after each sale of real property. Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class.

The Debtor estimates that creditors in this class will receive 100% of their claims if the real property is sold for an aggregate value of between $16.5 million to $23.7 million; between 15.5% and 100% if sold for $15.5 million. The minimum aggregate sale price under this Plan is $15.5 million. For illustration, a sale for $14 million would likely result in a distribution of between 0.00% and 73.81%, depending upon the outcome of the disputed portion of Cantor Group II, LLC's claim. For additional information, see Exhibit 7.

Claims in this class will be paid without interest. The claims shown above are estimated as of the petition date. Upon confirmation of this Plan, such claims are allowed in said amounts.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

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Class 2(b). Claims of Insiders.

Name of Creditor	Amount of Claim	High Est. Amount to be Paid	Disputed?
Andrew Taper	$141,631.80	$141,631.80	N
Bilak Holding Company, LLC	$424,987.10	$424,987.10	N
Bilak Holding Company, LLC	$211,000.00	$211,000.00	N
Cameron Ricks	$35,453.80	$35,453.80	N
Dorian and Frances Bilak	$35,453.80	$35,453.80	N
Grabel Living Trust	$141,723.50	$141,723.50	N
Hamermesh O'Neil Family Trust	$141,723.50	$141,723.50	N
Joshua Warsaw	$424,987.10	$424,987.10	N
Marcia H. Scott	$35,453.80	$35,453.80	N
Phan Ontario, LLC	$205,000.00	$205,000.00	N
TOTAL:	$1,797,414.40	$1,797,414.40	

Allowed claims of insider unsecured creditors (including allowed claims of an insiders whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

Pot Plan. Creditors in this class will receive a pro-rata share of net proceeds generated by Debtor’s sale of real property either from escrow or promptly upon the close of escrow after each sale of real property. Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class.

The Debtor estimates that creditors in this class will receive 100% of their claims if the real property is sold for an aggregate value of $23.7 million, at least 29.53% if sold for $16.5 million and between 0.00% and 35.85% if sold for $15.5 million. The minimum aggregate sale price under this Plan is $15.5 million. For illustration, a sale for $14 million would result in no distribution to creditors of this class. For additional information, see Exhibit 7.

Claims in this class will be paid without interest. The claims shown above are estimated as of the petition date

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan;** provided, however,

that the votes of insiders will not be counted if the Debtor seeks confirmation of the Plan only under Bankruptcy Code Section 1129(b). Debtor has indicated above whether a particular claim is disputed.

Class 3. Equity Interests.

Name of Equity Interest Holder	Proportional Interest
Phan Grove Ontario, LLC	90.9% voting membership interest
Thomas E. Sparks	9.1% voting membership interest

Equity security holders shall retain their interests without modification.

Members in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is not impaired and is not entitled to vote on confirmation of the Plan.**

PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) Professional Fees.

Debtor will pay professional fees in full on the Effective Date, or upon approval by the court, whichever is later, unless a professional has consented to other treatment.

Macdonald Fernandez LLP has consented to payment of the following professional fees, and they shall be paid, in full from the proceeds of the first sale of real property from escrow or promptly upon close of escrow:

Name and Role of Professional	Estimated Amount
Macdonald Fernandez LLP (Attorneys for Debtor-in-Possession)	$75,000.00 (net of retainer)

On and after the Effective Date, the Debtor may engage and pay the professional fees and expenses of Macdonald Fernandez LLP in the ordinary course of its business, without Court approval, including from the proceeds of sale of real property after allowed paying secured claims in full. The Debtor may engage other professionals with Court approval upon *ex parte* application and notice to all creditors. Professional fees and costs accrued after the Effective Date may diminish distributions to unsecured

creditors. The Debtor estimates that its post-Effective Date professional fees and costs will be approximately $25,000.00.

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) Other Administrative Claims. Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
United States Trustee, on Effective Date	$21,950.00

(c) Tax Claims. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full with interest on the Effective Date.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
Franchise Tax Board	$3,780.87	3%	$3,780.87	1

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PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid in full on the Effective Date. All unexpired leases and executory contracts are assumed whether or not listed unless previously rejected.

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
99 Cent Only Stores, LLC	Lease of Grove Plaza	$0.00	$0.00	N/A
American Family Care, Inc.	Lease of Grove Plaza	$0.00	$0.00	N/A
Arun C. and Rita Patel dba The Smoke Shop	Lease of Grove Plaza	$0.00	$0.00	N/A
Baskin Robins	Lease of Grove Plaza	$0.00	$0.00	N/A
Edward Ramos dba Karate Instruction	Lease of Grove Plaza	$0.00	$0.00	N/A
Evelyn Schoenemann dba Lovely Nails	Lease of Grove Plaza	$0.00	$0.00	N/A
Eyelash Masters, LLC	Lease of Grove Plaza	$0.00	$0.00	N/A
Francisco Enverga, D.D.S. c/o Dr. Francisco Enverga	Lease of Grove Plaza	$0.00	$0.00	N/A
Inland Empire Funding Corp. c/o Juan Mejia	Lease of Grove Plaza	$0.00	$0.00	N/A
Mexicanita's Restaurant Corp.	Lease of Grove Plaza	$0.00	$0.00	N/A

National Statewide Aviation Incorporated dba Solutions Hair and Barber Studio	Lease of Grove Plaza	$0.00	$0.00	N/A
Pam's Donuts (Vann Chau and Phal da Kheng)	Lease of Grove Plaza	$0.00	$0.00	N/A
Soo Jae Chun and Sung Koo Chun dba 24k Cleaners	Lease of Grove Plaza	$0.00	$0.00	N/A
Subway Restaurants, Inc.	Lease of Grove Plaza	$0.00	$0.00	N/A
Yong Zeng Lin and Yu Li dba Lucky Wok	Lease of Grove Plaza	$0.00	$0.00	N/A

The Debtor’s lease with Ross was entered into post-petition. The buyer of the underlying parcel will assume the lease. Upon closing of the sale of said parcel, the lease shall be deemed assumed and assigned to the buyer.

The Debtor previously assumed that certain Management Agreement between itself and its manager, namely Centers Dynamic, by motion and order of the Court. On and after the Effective Date, the Debtor shall pay management fees, leasing fees and other amounts due to the manager as they become due in the ordinary course of the Debtor’s business.

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
N/A	

(c) Executory contracts and unexpired leases not specifically assumed or rejected above or previously assumed or rejected by order of the Court will be deemed assumed.

PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

(a) Discharge. This Plan provides for the liquidation of the Debtor's assets and the winding up of its affairs. Accordingly, Debtor shall not receive a discharge of debts.

(b) Vesting of Property. On the Effective Date, all remaining property of the estate and interests of the Debtor (if any) will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan

for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the extent provided in section 348 of the Bankruptcy Code.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

(h) Effect of Failure to Consummate Sale. All stays and injunctions provided in this Plan, and all other applicable stays and injunctions, shall be lifted with respect to the following collateral, upon the following dates, without further notice or order of the Court: (1) with respect to the Anchor Tenants and Molina Health parcels, on May 31, 2017; and (2) with respect to all other real property, on December 1, 2017.

PART 7: GENERAL PROVISIONS

(a) Effective Date of Plan. The Effective Date of the Plan is the date that is fifteen (15) calendar days after entry of the order confirming this Plan, if no notice of appeal from the order confirming the Plan has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated. The Debtor anticipates, and this Plan assumes, that the Effective Date will be November 30, 2016.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

All liens shall attach to the proceeds of sale reserved with the same validity, extent, priority and amount as immediately prior to the sale. The funds will be deposited in a segregated client trust account, in trust for the benefit of the rightful owner, under the control of Debtor’s counsel at City National Bank at 150 California Street in San Francisco, California. Funds on deposit will be distributed upon Court order or upon voluntary resolution of the appurtenant disputes, with or without Court approval.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits. Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
None				

The Debtor's review of claims is ongoing, and the Debtor reserves its right, on its behalf and on behalf of the estate, to assert claims that accrued prior to confirmation of this Plan.

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

Grove Plaza Partners, LLC
c/o Macdonald Fernandez LLP
221 Sansome Street, Third Floor
San Francisco, CA 94104

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

(j) Means of Execution. Payments under this Plan will be funded from the proceeds of the sale of real property as described herein.

Dated: October 3, 2016

MACDONALD FERNANDEZ LLP

By: /s/ Reno F.R. Fernandez III
Reno F.R. Fernandez III
Attorneys for
Debtor-in-Possession

GROVE PLAZA PARTNERS, LLC

By: /s/ George A. Arce, Jr.
George A. Arce, Jr.
Responsible Individual

Attorney Certification

I, Reno F.R. Fernandez III, am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

Location	Description
Introduction	Payment terms added; exhibit descriptions altered to match exhibits; discharge language altered viz. changes to Part 5(a).
Part 1	Treatment of secured creditors selected and terms altered.
Part 2	Treatment of general unsecured creditors, insiders and equity security holders added.
Part 3(a)	Treatment of professional fees added; extraneous language deleted.
Part 3(b)&(c)	Treatment of US Trustee fees and tax claims added; extraneous language deleted.
Part 4	Treatment of executory contracts and unexpired leases added; language altered to include all leases whether or not listed.
Part 4(c)	Language altered to prevent rejection of contracts previously assumed.
Part 5(a)	Discharge language modified to fit liquidating chapter 11 plan.
Part 7(a)	Language changed to specify Effective Date.
Part 7(j)	Means of execution added.

I declare that the foregoing is true and correct. Executed this 3rd day of October, 2016.

/s/ Reno F.R. Fernandez III
Attorney for Debtor

Exhibit 1 - Events that Led to Bankruptcy

1. The within case was commenced by filing a voluntary chapter 11 petition on May 13, 2016. A trustee has not been appointed and the Debtor is in possession of the estate.

2. The Debtor is the owner of seven of the thirteen parcels of real property comprising the "Grove Plaza" shopping center located at 1151-1161 Walnut Street and 2404-2540 S. Grove Avenue (2522 South Grove Avenue) in Ontario, California 91761 (APN Nos. 1051-321-51-0-000, 1051-171-44, 1051-321-51, 1051-171-42, 1051-321-63, 1051-321-52, 1051-321-52 and 1051-321-52). Copies of the legal description thereof are available upon request. Grove Plaza comprises some 122,605 square feet adjacent to the 60 Freeway (serving 216,000 cars per day) and Grove Avenue (serving 20,399 cars per day), less than four miles from the Ontario International Airport (served more than 4 million passengers in 2015) and seven miles from both the Citizens Business Bank Arena and the Ontario Mills Fashion District.

3. Three distinct groupings of the Debtor Owned Portion of the shopping center are valued at a total "breakup value" of $20,790,000.00. The Debtor Owned Portion is valued at $16,500,000.00 if sold as a whole.

4. The within case has its origins in the partial collapse of the Albertson's chain of grocery stores. Specifically, an Albertson's store was one of a handful of anchor tenants of the shopping center, although the Debtor did not own the Albertson's parcel. The store closed in 2012, resulting in increased vacancies throughout the shopping center. In 2013, the Debtor acquired the Albertson's parcel through bridge financing from Calmwater Capital 3, LLC, with a plan to lease the remaining vacant portion of the former Albertson's space to a new anchor tenant and improve the attractiveness and value of the shopping center overall. Cantor Group II, LLC asserts that it is the successor in interest to Calmwater Capital.) Due to unanticipated delays, said financing went into default. After marketing, offers and due diligence, the Debtor entered into lease negotiations with Ross Dress For Less, Inc. for the remaining vacant portion of the former Albertson's space. The Court approved a lease with Ross lease on July 13, 2016.

5. The Plan provides that the Debtor will sell its real property over time for the aggregate price of at least $15.5 million. The Debtor previously received an offer to purchase substantially all of its assets for the gross price of $14 million. At the time, this amount appeared to be sufficient for confirmation of a plan based upon the assent of unsecured creditors. However, on September 19, 2016, Cantor Group II, LLC provided the Debtor with revised estimates of its attorney's fees and other charges that significantly increased its asserted claim. For example, the attorney's fees went from approximately $60,000, as provided in a payoff demand dated July 18, 2016, to approximately $140,000, with an estimated reserve for future fees of an additional $200,000, for a total of $340,000. Reserving for or paying such amounts would have decreased the initial distribution, and potentially the ultimate distribution, to unsecured creditors. In order to provide the same treatment to unsecured creditors as initially proposed, this amended Plan provides for the sale of real property over time at the higher value. Cantor Group II, LLC contends that the Debtor's representation that it so amended the Plan for the reasons stated above is false.

6. The past and present financial condition of the Debtor along with estimates and projections made herein, are based upon projections prepared by the Debtor's responsible individual, namely George A. Arce, Jr. The sources of information for the disclosures and

attachments herein are the books and records of the Debtor. The Debtor was not assisted by an accountant in the preparation of this Plan. The Debtor is and will continue to be managed by Centers Dynamic, the principal of which is Mr. Arce.

7. Results may vary from the Debtor's projections. The disclosures, estimates and projections made herein are based on the Debtor's best estimates in light of current conditions and past experience. Changes in these and other circumstances may cause the actual results to differ from those projected.

Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7

Real Property:

Fair Market Value	Asserted Liens	Cost of Sale (4%)	Prorated Real Property Taxes	Resulting Income Tax	Net Proceeds
$15,500,000[1]	$14,656,145.33[2]	$620,000	$50,000[3]	N/A	$173,854.67

Personal Property:

Description	Value
Cash (est.)	$35,000.00
Accounts Receivable	$44,606.48
Office Furniture (est.)	$1,000.00
Total:	$80,606.48

Net Proceeds of Real Property and Personal Property		$254,461.15
Recovery from Preferences / Fraudulent Conveyances	[ADD]	$0.00
Chapter 7 Administrative Claims	[SUBTRACT]	[Reserved]
Chapter 11 Administrative Claims	[SUBTRACT]	$50,000.00
Priority Claims	[SUBTRACT]	$3,780.87
Chapter 7 Trustee Fees (est.)	[SUBTRACT]	$88,156.48
Chapter 7 Trustee's Professionals (est.)	[SUBTRACT]	$50,000.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS		$62,523.80

Estimated Amount of General Unsecured Claims	$508,009.83
Percent Distribution to General Unsecured Creditors Under Proposed Plan	15.5% - 100%
Percent Distribution to General Unsecured Creditors Under Liquidation Analysis	12.31%

Estimated Amount of Insider Unsecured Claims	$1,797,414.40
Percent Distribution to Insider Unsecured Creditors Under Proposed Plan	0.00% - 35.85%
Percent Distribution to Insider Unsecured Creditors Under Liquidation Analysis	0.00%

[1] The minimum sale figure is used for illustration.
[2] Estimated as of November 30, 2016, including $200,000 reserve for legal expenses.
[3] Estimated as of November 30, 2016.

Exhibit 3 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		$35,000.00
Payments on Effective Date		
Professional Fees (deferred)	$0.00	
Priority Claims	$3,780.87	
U.S. Trustee Fees	$650.00	
B. Total Payments on Effective Date		$4,430.87
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		$30,569.13

Exhibit 4 – Additional Information

Cantor Group II, LLC has requested, and the Debtor provides, the following additional information:

1. Valuation: The DS values the Property on page 14, par. 5 at two different values - $20.790 Million for the "break up fee" [sic] and $16.5 Million if "sold as a whole."

    a. Please explain the difference between these two valuations and on what information the values are based.

Three distinct groupings of the Debtor-owned portion of the shopping center are valued at a total breakup value of $20,790,000 if each group were sold separately. The Debtor-owned portion is valued at $16,500,000 if sold as a whole. The breakup value is based upon a valuation by Marcus & Millichap, which is subject to a confidentiality agreement but which may be viewed upon request and execution of an acceptable nondisclosure agreement. These values are based in part upon said valuation, in part upon an appraisal performed by CBRE, Inc. on October 17, 2014, and in part upon the knowledge of the Debtor's Responsible Individual. The appraisal concluded that the property was worth $15,500,000 as is on October 1, 2014, and would be worth $18,900,000 as stabilized (meaning almost full occupancy) as of October 1, 2016. The appraisal is too voluminous to attach, but copies are available upon request.

As discussed in a declaration previously filed as Docket No. 39, the appraisal assumes a zoning change only for its stabilized valuation and not its as-is valuation. Specifically, the property is not zoned for secondhand stores, and a then-proposed lease with Savers, Inc. lease would have required a zoning change. The then-existing uses as-is, without Savers, all conformed to the existing zoning. Ross is not a secondhand store, and no zoning change is required for the Ross lease. Moreover, Savers is a secondhand clothing store. Ross is a superior tenant with better credit and superior attractiveness for other potential tenants. These factors significantly militate against a potentially rising cap rate environment, in other words improving the value of the property overall. Although the Ross lease is $2 per square foot cheaper than the Savers lease, this will not significantly depress the stabilized value given current superior capitalization rates. It is the opinion of the Responsible Individual that the property now supports a capitalization rate of 6.5% or better.

Cantor obtained an appraisal of the property as of May 15, 2016, by RRSMBC Appraisal, a copy of which is available upon request. Cantor's appraisal projects the as-stabilized value of the property to be $13,630,000 and estimates the as-is value to be $12,130,000. The Debtor disagrees with such conclusions because, among other things, the appraisal was prepared before the Ross lease was executed and approved.

    b. It appears from the docket that the Debtor requested to file an appraisal under seal, but the court denied the request.

Please provide that appraisal, as well as any other appraisal the Debtor has obtained with respect to the property.

The aforesaid valuation and appraisal have been provided to Cantor. Other parties may view them upon request, as discussed above.

2. Sale: The DS states that the Debtor will sell the Property for the estimated amount of $16.5 [sic] and costs of sale will approximate $500,000 [sic]. At Friday's hearing, you stated that the Debtor received an offer, but that the property needed more marketing.

   a. Please provide details about the offer the Debtor received, including the sale price, closing date, and any contingencies.

As of August 26, 2016, the Debtor received a non-binding offer to purchase all real property for the gross price of $14 million, subject to Court approval. The closing date and contingencies were subject to negotiation. The relevant material terms would have been:

- Gross price of $14 million, all cash.
- Buyer to assume all leases and obligations thereunder, including obligations to construct tenant improvements for the Ross lease.
- Deposit of $250,000 upon opening escrow, increased to $500,000 upon completion of inspection period of thirty (30) days.

Thereafter, Cantor increased its asserted claim significantly, as discussed in Exhibit 1, rendering the sale unattractive in the Debtor's judgment. Accordingly, the offer was not accepted.

The buyer will undertake to construct the tenant improvements. Construction has not commenced. Tenant improvements are estimated to cost $750,000. The Debtor does not have the resources necessary to construct such improvements without additional equity or financing.

   b. Please describe any and all marketing efforts, including listing of the property/employment of a broker, the information upon which it states the price the property could be sold for and how the Debtor estimated costs of sale at $500,000 [sic] (which, to our understanding, is well below the typical percentage for costs of sale).

The Debtor intends to engage Marcus & Millichap as brokers under commissions of 4% or less, as described in the Plan. Costs of sale may be higher due to closing costs, escrow fees and transfer taxes, but the Debtor anticipates that these will not significantly impact the treatment of creditors.

   c. If marketing efforts have not yet begun, please provide information on when the Debtor intends to list the property and at what price.

The Debtor is likely to list the parcels for an aggregate price of $23.7 million. However, the Debtor will determine the listing price in consultation with its broker.

d. We understand that the property was previously marketed at $15M without success. Please provide information about this previous marketing effort, including when it took place, whether any offers were received, and the reason that the marketing effort was not successful.

The Debtor previously received a non-binding commitment to purchase the property for $15 million, the details of which are confidential. However, the sale was not consummated. It is the opinion of the Debtor's Responsible Individual that this was because the Ross lease was not yet in place, as it is now. Copies of the Debtor's marketing brochure is available upon request.

3. Treatment of Secured Claim: The estimated amount of our client's claim as of the Effective Date is listed in the DS as $11,414,456, $1,440,087 of which is "disputed" by the Debtor.

a. Please provide a reconciliation between the amount listed in the DS and the amount contained in Exhibit 4. Which specific items on the demand are disputed and in what amounts, and what is the basis for disputing such amounts? In addition, to the extent that there are amounts from the secured creditor's demand that are not reflected in the estimated amount of the claim in the DS (including the "disputed" portion), please explain the basis for not including such amounts.

The Debtor expects that this question is superseded by the revised exhibit attached hereto.

b. Please clarify whether liens will attach to the monies in the disputed reserve account with the same priority as they had on the property and if interest will continue to accrue (and at what rate) pending resolution of any disputes.

All liens shall attach to the proceeds of sale reserved with the same validity, extent, priority and amount as immediately prior to the sale.

c. Please describe in detail the mechanism for resolution of the disputes.

The Debtor will have filed a claim objection prior to the hearing on approval of the disclosure statement, or prior to the hearing on confirmation at the latest. The disputes will be resolved pursuant to the claim objection.

d. Please disclose where the disputed funds will be deposited and under whose control and under what circumstances they will be distributed.

The funds will be deposited in a segregated client trust account, in trust for the benefit of the rightful owner, under the control of Debtor's counsel at City National Bank at 150 California Street in San Francisco, California. Funds on deposit will be distributed upon Court order or upon voluntary resolution of the appurtenant disputes, with or without Court approval.

e. The amount of our claim is estimated as of the Effective Date, which will not occur until at least November 4, 2016, but the amount in Exhibit 4 is dated as of May 13. Please recalculate the claim as of the Effective Date and monthly accruals thereafter until paid using both undisputed as well as disputed amounts. (This information should also be reflected on Exhibit 3).

The Debtor expects that this question is superseded by the revised exhibit attached hereto.

4. Lawsuits: Please disclose, in detail, the nature and basis of the claims listed against our client, when and where they intend to prosecute same and if these "claims" affect the amount of any distributions to our client.

In the Debtor's judgment, any claims against Cantor are not of sufficient value to warrant pursuing.

5. Non-occurrence of Effective Date: Please disclose what will happen under the Plan if there is no sale. In addition, please explain whether and why, if a sale has closed before that date, creditors will not be paid until November 30, 2016.

The Plan provides that all injunctions will be lifted on May 31, 2017, and December 1, 2017, with respect to the corresponding parcels described therein, without further notice or order of the Court.

6. Source of Distributions to Unsecured Creditors: With respect to treatment of unsecured claims, the Plan provides on page 5 that the same will be paid 100% of their allowed claims in a lump-sum, paid from Debtor's future earnings within 30 days after the Effective Date. Please explain the source of the Debtor's post-Effective Date future earnings, given that the Debtor will have sold its assets by the Effective Date under the Plan.

This was a typographical error, and it is superseded by this revised Plan in any event.

Exhibit 5 - Senior Secured Claim Analysis, Cramdown

Item	Demand	Payment	Disputed Claims Reserve	Basis of Dispute
Principal Balance	$ 9,274,569.55	$ 9,274,569.55	$ -	
Contract Interest (through 11/30/2016)	$ 1,510,938.92	$ 1,510,938.92	$ -	
Default Interest (through 11/30/2016)	$ 887,313.84	$ 720,714.40	$ 166,599.44	
UCC/Release Fees	$ 1,250.00	$ -	$ 1,250.00	Lack of basis
Total Late Fees	$ 178,609.09	$ -	$ 178,609.09	Lack of basis
Lender Fees	$ 5,000.00	$ -	$ 5,000.00	Lack of basis; duplicative or unreasonable
Outstanding Lender Expenses	$ 2,274.39	$ -	$ 2,274.39	Lack of basis
Legal Fees	$ 60,383.94	$ -	$ 60,383.94	Lack of basis; unreasonable; Debtor will be the prevailing party
Unused Fees	$ 8,088.35	$ -	$ 8,088.35	Lack of basis; duplicative or unreasonable
Late Reporting Fees	$ 712,000.00	$ -	$ 712,000.00	Lack of basis; duplicative or unreasonable
Lender Draw Fee	$ 500.00	$ -	$ 500.00	Lack of basis; duplicative or unreasonable
Servicing Fees	$ 17,656.36	$ -	$ 17,656.36	Lack of basis
Subtotal	$ 12,658,584.44	$ 11,506,222.87	$ 1,152,361.57	
LESS:				
Unapplied Funds	$ 15,475.12	$ 15,475.12		
Mechanics Lien Reserve	$ 35,012.89	$ 35,012.89		
Subtotal	$ 50,488.01	$ 50,488.01	$ -	
TOTAL (Claim as of Nov. 30)	$ 12,608,096.43	$ 11,455,734.86	$ 1,152,361.57	
Reserve for Cramdown Interest (7% at 12 Months)	$ 886,100.91	$ -	$ 886,100.91	Not disputed, but reserved until accrued
Reserve for Debtor's Attorney's Fees	$ 25,000.00	$ -	$ 25,000.00	
Reserve for Creditor's Attorney's Fees	$ 200,000.00	$ -	$ 200,000.00	Lack of basis; unreasonable; Debtor will be the prevailing party
Subtotal	$ 1,111,100.91	$ -	$ 1,111,100.91	
GRAND TOTAL (as of Nov. 30, 2017)	$ 13,719,197.34	$ 11,455,734.86	$ 2,263,462.48	

The foregoing comments are a summary only, and the Debtor reserves all claims and defenses.

Exhibit 6 - Senior Secured Claim Analysis, No Cramdown

Item	Demand	Payment	Disputed Claims Reserve	Basis of Dispute
Principal Balance	$ 9,274,569.55	$ 9,274,569.55	$ -	
Contract Interest (05/01/2015 thru 07/18/2016)	$ 1,510,938.92	$ 1,510,938.92	$ -	
Default Interest (1/01/2015 thru 07/18/2016)	$ 887,313.84	$ 720,714.40	$ 166,599.44	
UCC/Release Fees	$ 1,250.00	$ -	$ 1,250.00	Lack of basis
Total Late Fees	$ 178,609.09	$ -	$ 178,609.09	Lack of basis
Lender Fees	$ 5,000.00	$ -	$ 5,000.00	Lack of basis; duplicative or unreasonable
Outstanding Lender Expenses	$ 2,274.39	$ -	$ 2,274.39	Lack of basis
Legal Fees	$ 60,383.94	$ -	$ 60,383.94	Lack of basis; unreasonable; Debtor will be the prevailing party
Unused Fees	$ 8,088.35	$ -	$ 8,088.35	Lack of basis; duplicative or unreasonable
Late Reporting Fees	$ 712,000.00	$ -	$ 712,000.00	Lack of basis; duplicative or unreasonable
Lender Draw Fee	$ 500.00	$ -	$ 500.00	Lack of basis; duplicative or unreasonable
Servicing Fees	$ 17,656.36	$ -	$ 17,656.36	Lack of basis
Subtotal	$ 12,658,584.44	$ 11,506,222.87	$ 1,152,361.57	
LESS:				
Unapplied Funds	$ 15,475.12	$ 15,475.12		
Mechanics Lien Reserve	$ 35,012.89	$ 35,012.89		
Subtotal	$ 50,488.01	$ 50,488.01	$ -	
TOTAL (Claim as of Nov. 30)	$ 12,608,096.43	$ 11,455,734.86	$ 1,152,361.57	
Reserve for Interest and Fees ($4,027.73 per diem at 12 Mo.)	$ 1,469,938.95	$ -	$ 1,469,938.95	Disputed but reserved until accrued
Reserve for Debtor's Attorney's Fees	$ 25,000.00	$ -	$ 25,000.00	
Reserve for Creditor's Attorney's Fees	$ 200,000.00	$ -	$ 200,000.00	Lack of basis; unreasonable; Debtor will be the prevailing party
Subtotal	$ 1,694,938.95	$ -	$ 1,694,938.95	
GRAND TOTAL (as of Nov. 30, 2017)	$ 14,303,035.38	$ 11,455,734.86	$ 2,847,300.52	

The foregoing comments are a summary only, and the Debtor reserves all claims and defenses.

EXHIBIT 7

Exhibit 7 - Senior Secured Claim Analysis, Cramdown

Best Case Scenario	***Without Cramdown***		
Gross Sale	$ 23,700,000.00		
Other Assets	$ 80,606.48		
Total		$ 23,780,606.48	
Cantor Secured Claim	$ 14,303,035.38		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 948,000.00		
Franchise Tax Board	$ 3,780.87		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
General Unsecured Claims	$ 508,009.83		**100%**
Insider Unsecured Creditors	$ 1,797,414.40		**100%**
Subtotal	$ 18,135,300.43		
Distribution to Equity		$ 5,645,306.05	

Best Case Scenario	***With Cramdown***		
Gross Sale	$ 23,700,000.00		
Other Assets	$ 80,606.48		
Total		$ 23,780,606.48	
Cantor Secured Claim	$ 13,719,197.34		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 948,000.00		
Franchise Tax Board	$ 3,739.37		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
General Unsecured Claims	$ 508,009.83		**100%**
Insider Unsecured Creditors	$ 1,797,414.40		**100%**
Subtotal	$ 17,551,420.89		
Distribution to Equity		$ 6,229,185.59	

Moderate Scenario	***Without Cramdown***		
Gross Sale	$ 16,500,000.00		
Other Assets	$ 80,606.48		
Total		$ 16,580,606.48	
Cantor Secured Claim	$ 14,303,035.38		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 660,000.00		
Franchise Tax Board	$ 3,780.87		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
General Unsecured Claims	$ 508,009.83		**100%**
Subtotal	$ 16,049,886.03		
Distribution to Insider Unsecured Claims		$ 530,720.45	
Insider Unsecured Creditors	$ 1,797,414.40		
Ratio	**29.53%**		

Moderate Scenario	***With Cramdown***		
Gross Sale	$ 16,500,000.00		
Other Assets	$ 80,606.48		
Total		$ 16,580,606.48	
Cantor Secured Claim	$ 13,719,197.34		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 660,000.00		
Franchise Tax Board	$ 3,739.37		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
General Unsecured Claims	$ 508,009.83		**100%**
Subtotal	$ 15,466,006.49		
Distribution to Insider Unsecured Claims		$ 1,114,599.99	
Insider Unsecured Creditors	$ 1,797,414.40		
Ratio	**62.01%**		

$15.5 Mil. Scenario	***Without Cramdown***		
Gross Sale	$ 15,500,000.00		
Other Assets	$ 80,606.48		
Total		$ 15,580,606.48	
Cantor Secured Claim	$ 14,303,035.38		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 620,000.00		
Franchise Tax Board	$ 3,780.87		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
Subtotal	$ 15,501,876.20		
Distribution to General Unsecured Claims		$ 78,730.28	
If Debtor Completely Unsuccessful in Disputes			
General Unsecured Claims	$ 508,009.83		
Ratio	**15.50%**		
If Debtor Completely Successful in Disputes			
Reserve	$ 1,152,361.57		
Distribution to General Unsecured Creditors	$ 508,009.83		**100%**
Distribution to Insider Unsecured Creditors	$ 644,351.74		
Insider Unsecured Creditors	$ 1,797,414.40		
Ratio	**35.85%**		

$15.5 Mil. Scenario	***With Cramdown***		
Gross Sale	$ 15,500,000.00		
Other Assets	$ 80,606.48		
Total		$ 15,580,606.48	
Cantor Secured Claim	$ 13,719,197.34		
Other Secured Claims	$ 353,109.95		
Costs of Sale (est. 4%)	$ 620,000.00		
Franchise Tax Board	$ 3,739.37		
US Trustee Fees (est.)	$ 21,950.00		
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00		
Total Professional Fees (est. through 12 mo.)	$ 100,000.00		
General Unsecured Claims	$ 508,009.83		**100%**
Subtotal	$ 15,426,006.49		
Distribution to Insider Unsecured Claims		$ 154,599.99	
Insider Unsecured Creditors	$ 1,797,414.40		
Ratio	**8.60%**		

Worst Scenario*	***Without Cramdown***		
Gross Sale	$	14,000,000.00	
Other Assets	$	80,606.48	
Total			$ 14,080,606.48
Cantor Secured Claim	$	14,303,035.38	
Other Secured Claims	$	353,109.95	
Costs of Sale (est. 4%)	$	560,000.00	
Franchise Tax Board	$	3,780.87	
US Trustee Fees (est.)	$	21,950.00	
Prorated RP Taxes (assume sale at 12 mo.)	$	100,000.00	
Total Professional Fees (est. through 12 mo.)	$	100,000.00	
Subtotal	$	15,441,876.20	
Distribution			$ (1,361,269.72)
If Debtor Completely Successful in Disputes			
Reserve	$	1,152,361.57	
Distribution	$	(208,908.15)	***Plan Defaults***

** There could be worst cases, but this is the scenario the Debtor believes is the worst possible case in its judgment.*

Worst Scenario*	***With Cramdown***	
Gross Sale	$ 14,000,000.00	
Other Assets	$ 80,606.48	
Total		$ 14,080,606.48
Cantor Secured Claim	$ 13,719,197.34	
Other Secured Claims	$ 353,109.95	
Costs of Sale (est. 4%)	$ 560,000.00	
Franchise Tax Board	$ 3,739.37	
US Trustee Fees (est.)	$ 21,950.00	
Prorated RP Taxes (assume sale at 12 mo.)	$ 100,000.00	
Total Professional Fees (est. through 12 mo.)	$ 100,000.00	
Subtotal	$ 14,857,996.66	
Distribution		$ (777,390.18)
If Debtor Completely Unsuccesful in Disputes		***Plan Defaults***
If Debtor Completely Successful in Disputes		
Reserve	$ 1,152,361.57	
Distribution to General Unsecured Creditors	$ 374,971.39	
Distribution to General Unsecured Creditors	$ 508,009.83	
Ratio	**73.81%**	

** There could be worst cases, but this is the scenario the Debtor believes is the worst possible case in its judgment.*