

Below is the Order of the Court.



*Paul B. Snyder*

**Paul B. Snyder**  
**U.S. Bankruptcy Judge**

(Dated as of Entered on Docket date above)

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The Honorable Paul B. Snyder  
Chapter 11  
Hearing Date: November 21, 2011  
Hearing Time: 9:00 a.m.  
Response Date: November 14, 2011  
(or as extended by consent  
of the Debtor)

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

In Re:	)	No. 11-41010
	)	
CDC Properties I, LLC	)	
	)	ORDER CONFIRMING PLAN
TIN: 76-0766443	)	
	)	
Debtor.	)	

THIS MATTER having come on for hearing on November 21, 2011 before the undersigned Judge on confirmation of the Debtor's Plan of Reorganization originally dated as of  
ORDER CONFIRMING PLAN -- 1

**GRAHAM & DUNN PC**  
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Seattle, Washington 98121-1128  
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No. 11-41010  
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1 June 10, 2011 and as modified (the "Plan"); and the Court previously having entered an  
2 Order Approving Disclosure Statement and Setting Hearing on Confirmation (the "Order"); and  
3 a copy of said Order and the Disclosure Statement and Plan having been transmitted to the  
4 holders of claims and interests; and the Debtor having appeared by and through its counsel,  
5 Graham & Dunn PC; and the Debtor having submitted evidence in support of confirmation of the  
6 Plan via the Declaration of Thomas W. Price in Support of Plan Confirmation (Dkt. #117); and  
7 the Court having considered the files, records, and testimony presented in connection with the  
8 Plan, the Court makes the following findings:

9  
10 **Findings**

11 1. This bankruptcy was commenced on February 10, 2011.

12 2. The Debtor filed its Plan on June 10, 2011 (Dkt. #54; the "Original Plan") and the  
13 Original Plan was subsequently transmitted to all creditors and parties in interest as an  
14 attachment to the Court-approved Debtor's Disclosure Statement (Dkt. #55). Members of  
15 creditor Classes 1-5 thereafter proposed and negotiated with the Debtor certain modifications to  
16 the Original Plan. All creditors whose treatment under the Plan has been modified from the  
17 Original Plan provisions have fully participated in the modification process. The modified Plan,  
18 as accepted by all voting creditors, is dated November 21, 2011 and is attached hereto as Exhibit  
19 A (the "Plan").  
20

21 3. Notice of this hearing on confirmation was given to creditors and parties in interest in  
22 accordance with Federal Rule of Bankruptcy Procedure 2002 and notice of this proceeding was  
23 otherwise adequate.  
24

25 4. The Plan complies with the applicable provisions of Chapter 11 of the Code.

26 5. The proponent of the Plan complies with the applicable provisions of the Code.

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1 6. The Plan has been proposed in good faith and not by any means forbidden by law.

2 7. A. Any payment made or promised by the Debtor for services or for costs and  
3 expenses in, or in connection with, the bankruptcy case, or in connection with the Plan and  
4 incident to the case, has been disclosed to the Court; and

5 B. Any such payment made before confirmation of the Plan is reasonable; or if such  
6 payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of  
7 the Court as reasonable.

8 8. A. The proponent of the Plan has disclosed the identity and affiliations of any  
9 individuals proposed to serve, after confirmation of the Plan, as a director, officer, or voting  
10 trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a  
11 successor to the Debtor under the Plan; and the appointment to, or continuance in, such office of  
12 such individual is consistent with the interests of creditors and equity security holders and with  
13 public policy; and

14 B. The proponent of the Plan has disclosed the identity of any insider that will be  
15 employed or retained by the reorganized Debtor, and the nature of any compensation for such  
16 insiders.

17 9. There are no regulatory commissions with jurisdiction, after confirmation of the Plan,  
18 over the rates of the Debtor.

19 10. With respect to each impaired class of creditors or interests:

20 A. Each holder of an allowed claim or interest of such class has accepted the Plan; or  
21 will receive or retain under the Plan on account of such claim or interest property of a value, as of  
22 the effective date of the Plan, that is not less than the amount that that holder would so receive or  
23

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1 retain if the Debtor were liquidated under Chapter 7; or

2 B. If §1111(b)(2) of the Code applies to the claims of such class, each holder of a  
3 claim of such class will receive or retain under the Plan on account of such claim property of a  
4 value, as of the effective date of the Plan, that is not less than the value of such creditor's interest  
5 in the estate's interest in the property that secures such claims.  
6

7 11. Except to the extent that the holder of a particular claim has agreed to a different  
8 treatment of such claim, the Plan provides that:

9 A With respect to a claim of a kind specified in §§507(a)(1) or 507(a)(2) of the  
10 Code, on the effective date of the Plan, the holder of such claim will receive on account of such  
11 claim cash equal to the allowed amount of such claim, unless otherwise mutually agreed;  
12

13 B. With respect to a class of claims of the kind specified in §§507(a)(3)-(7) of the  
14 Code, each holder of a claim of such class will receive, if such class has accepted the Plan,  
15 deferred cash payments of a value, as of the effective date of the Plan, equal to the allowed  
16 amount of such claim; or, if such class has not accepted the Plan, cash on the effective date of the  
17 Plan equal to the allowed amount of such claims; and  
18

19 C. With respect to a claim of a kind specified in §507(a)(8) of the Code, the holder of  
20 such claim will receive on account of such claim deferred cash payments over a period not  
21 exceeding five years after the date of assessment of such claim, or a value, as of the effective date  
22 of the Plan, equal to the allowed amount of such claim.  
23

24 12. At least one impaired class of claims has accepted the Plan, determined without  
25 including any acceptance of the Plan by an insider holding the claim of such class.  
26

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1 13. Confirmation of the Plan is not likely to be followed by the liquidation, or the need  
2 for further financial reorganization of the debtor or any successor of the debtor under the Plan  
3 unless its liquidation or reorganization is proposed in the Plan.

4 14. All fees payable under §1930 of title 28, as determined by the Court at the hearing on  
5 confirmation of the Plan, have been paid or the Plan provides for the payment of all such fees on  
6 the effective date of the Plan.

7 15. The Plan satisfies the confirmation requirements of Bankruptcy Code §1129(a).

8 16. All objections to Plan confirmation (if any) have either been withdrawn or overruled.

9  
10 **Order**

11  
12 BASED ON THE FOREGOING FINDINGS, now therefore it is

13 ORDERED as follows:

14 1. The Debtor's Plan of Reorganization, a copy of which is attached hereto as  
15 Exhibit A and incorporated herein by this reference, is hereby confirmed and the Debtor is  
16 authorized and directed to carry out the terms and intent of said Plan.

17 2. The Reorganized Debtor may prepare and execute any documents necessary to  
18 accomplish the purposes and intent of the Plan and the Reorganized Debtor and all affected  
19 creditors are authorized and instructed to cooperate in the prompt execution of such documents.

20 3. If inconsistent with the terms of the Plan, the provisions of this Order shall  
21 control.

22 //end of order//

23 Presented by:  
24 GRAHAM & DUNN PC  
25 By /s/Mark D. Northrup  
26 Mark D. Northrup  
WSBA# 16947  
Email: mnorthrup@grahamdunn.com  
Attorneys for the Debtor

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# **EXHIBIT A**

The Honorable Paul B. Snyder  
Chapter 11  
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of the Debtor)

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

In Re: ) No. 11-41010-PBS  
CDC Properties I, LLC ) DEBTOR'S PLAN OF REORGANIZATION  
TIN: 76-0766443 )  
Debtor. )

Debtor CDC Properties I, LLC ("Debtor") proposes the following Debtor's Plan of Reorganization (the "Plan of Reorganization") pursuant to Chapter 11 of the Bankruptcy Code.

**I. DISCLOSURE STATEMENT**

The Debtor has filed the Debtor's Disclosure Statement with this Plan of Reorganization pursuant to section 1125 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3016(b). This Plan of Reorganization is being disseminated to creditors and equity security holders for vote after Bankruptcy Court approval of the information in the Debtor's Disclosure Statement. The Debtor's Disclosure Statement contains useful information to assist creditors and equity security holders in making an informed judgment about how to vote on this Plan of Reorganization. Please read the Debtor's Disclosure Statement with care in evaluating the impact of this Plan of Reorganization upon your claim or interest.

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1 **II. DEFINITIONS**

2 A term used in this Plan of Reorganization that is not defined below and is used in the  
3 Bankruptcy Code shall have the meaning ascribed in the Bankruptcy Code. The following terms  
4 when used in this Plan of Reorganization have the meanings specified below.

5 Administrative Expense: An expense of administration allowed under section 503(b) of  
6 the Bankruptcy Code and any fees and charges due under 28 U.S.C. § 1930.

7 Allowed Claim: Any claim either:

8 1. in the amount and priority classification set forth in the proof of such claim that  
9 has been timely filed unless:

10 a. such claim has been objected to or is objected to after the Confirmation  
11 Date, in which case such claim shall be allowed only in the amount and classification that is  
12 authorized by the Bankruptcy Court, or

13 b. such claim has been paid, withdrawn, waived or otherwise deemed  
14 satisfied in full; or

15 2. if a proof of such claim has not been timely filed, in the amount and priority  
16 classification listed by the Debtor in its bankruptcy schedules D, E and F as amended and filed  
17 with the Bankruptcy Court, unless:

18 a. such claim is listed as disputed, contingent and/or unliquidated,

19 b. such claim has been objected to or is objected to after the Confirmation  
20 Date (a "Disputed Claim"), in which case such claim shall be allowed only in the amount and  
21 classification that is authorized by the Bankruptcy Court, or

22 c. such claim has been paid, withdrawn, waived or otherwise deemed  
23 satisfied in full.

24 Anniversary Date: A date which is exactly one calendar year after the  
25 Confirmation Date (the first Anniversary Date), exactly two calendar years after the  
26 Confirmation Date (the second Anniversary Date), and so forth provided that if the Anniversary

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1 Date falls on a weekend or holiday, the Anniversary Date shall be deemed the first business date  
2 thereafter.

3 Assets: Every conceivable asset of the Debtor, all property of the Debtor's bankruptcy  
4 estates under section 541 of the Bankruptcy Code, and all claims that prior to the Effective Date  
5 could have been asserted and/or were asserted by the Debtor.

6 Bankruptcy Code: The Bankruptcy Code as amended and set forth in Title 11 of the  
7 United States Code.

8 Bankruptcy Court: The United States Bankruptcy Court for the Western District of  
9 Washington at Tacoma, before which the Case is pending, or any other court exercising  
10 jurisdiction over the Case in the future.

11 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure as supplemented by the  
12 Local Bankruptcy Rules for the Western District of Washington, and any other local rules  
13 applicable to the Bankruptcy Court.

14 Bingo Investments, LLC: A Washington limited liability company that has filed a claim  
15 in the Case (the "Bingo Claim"), including a claim to any and all distributions issued by the  
16 Reorganized Debtor in payment of the Equity Funding Claims.

17 Bingo Lawsuit: That certain pending lawsuit styled *Bingo Investments LLC v. Centrum*  
18 *Financial Services, Inc.*, Superior Court of King County, Washington, Case No. 11-2-09088-4  
19 SEA.

20 Case: The Debtor's bankruptcy case that is presently pending in the Bankruptcy Court  
21 under Bankruptcy Case No. 10-41010.

22 Cash Management Agreement: Those agreements and provisions collectively included in  
23 Article V of the Wells Fargo/LaSalle Deed of Trust.

24 Class: A class of claims or interests as defined in Section III of the Plan.

25 Confirmation Date: The date that the Confirmation Order is entered on the docket in the  
26 Case.

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1           Confirmation Order: The order of the Bankruptcy Court confirming the Plan.

2           Debtor: CDC Properties I, LLC.

3           Effective Date: The first business day: (i) at least fourteen days after the entry of the  
4 Confirmation Order; and (ii) after the satisfaction of any conditions precedent to the Plan, if any,  
5 or the Debtor's waiver of such conditions precedent.

6           Equity Funding: Equity Funding, LLC, a limited liability company organized under the  
7 laws of the state of Washington, and its manager and sole owner, Centrum Financial Services,  
8 Inc ("Centrum").

9           Equity Funding Claim 1: All claims of Equity Funding against the Debtor and/or in the  
10 Case relating to a Promissory Note dated March 28, 2008, in the original principal amount of  
11 \$1,200,000.00, including all subsequent amendments, modifications, and restatements thereof.

12           Equity Funding Claim 2: All claims of Equity Funding and/or Centrum, that are alleged  
13 to be secured by the Real Property and that are alleged to have been acquired through: (i) that  
14 certain Loan Transfer and Membership Purchase Agreement dated November 4, 2008, between  
15 Prium Companies, L.L.C., Hyun J. Um, Thomas W. Price, Bingo Investments, LLC, and David  
16 Bingham; and (ii) that certain Agreement dated November 5, 2008, between the Debtor, CDC  
17 Properties II, LLC, Prium Development Company, L.L.C., Rock Pointe Holdings, LLC, Centrum  
18 Financial Services, Inc., allegedly Centurion Properties III, LLC, and Bingo Investments, LLC.  
19 The Equity Funding Claim 2 is a subject of the Bingo Lawsuit.

20           Equity Funding Claims: Equity Funding Claim 1 and Equity Funding Claim 2.

21           Equity Interests: The membership interests in the Debtor.

22           Escrow Account: A bank account established by the Reorganized Debtor at an institution  
23 approved for deposits by the Bankruptcy Court, to hold the disputed proceeds payable in respect  
24 of the Equity Funding Claims 1 and 2, until (i) an order of the Bankruptcy Court directing  
25 distribution of all or part thereof, (ii) a final order in the Bingo Lawsuit designating the  
26

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1 ownership and calling for the distribution of the funds, or (iii) a final settlement agreement  
2 between Equity Funding and Bingo Investments, LLC providing for the distribution of the funds.

3 LaSalle Bank: LaSalle Bank, N.A., as Trustee, Mezz Cap Commercial Mortgage 2004-  
4 C2, acting by and through Special Servicer Midland Loan Services.

5 LaSalle Bank Claim: All claims of LaSalle Bank against the Debtor and/or in the Case,  
6 including the claims secured by a deed of trust and assignment of rents encumbering the Real  
7 Property.

8 Manager: CDC Acquisition Company I, LLC, the sole equity member of the Debtor.

9 Midland: Midland Loan Services, Inc., a division of PNC Bank, N.A., as special servicer  
10 with respect to debt instruments secured by the Real Property.

11 Miscellaneous Reserve Account: That reserve account established by letter dated April  
12 28, 2006, sent by Midland to Prium Companies.

13 Petition Date: February 10, 2011.

14 Plan: This Plan of Reorganization in its present form or as it may be amended or modified  
15 in accordance with the Bankruptcy Code or order of the Bankruptcy Court.

16 Real Property: All real property owned by the Debtors, which is located at:

- 17 1. 629 Woodland Square Loop, Lacey, Washington;
- 18 2. 637 Woodland Square Loop, Lacey, Washington;
- 19 3. 645 Woodland Square Loop, Lacey, Washington;
- 20 4. 4565 7<sup>th</sup> Avenue SE, Lacey, Washington;
- 21 5. 640 Woodland Square Loop, Lacey, Washington;
- 22 6. 5000 Capitol Boulevard, Tumwater, Washington;
- 23 7. 8830 25<sup>th</sup> Avenue SW, Seattle, Washington;
- 24 8. 1620 Pioneer Way, Moses Lake, Washington;
- 25 9. 215 Bridge Street, Wenatchee, Washington; and
- 26 10. 805 S. Mission Street, Wenatchee, Washington.

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1           Reletting Reserve Account: The account established pursuant to Section 5.11 of the  
2 Wells Fargo/LaSalle Deed of Trust.

3           Rents: All rents and other reimbursements payable to the Debtor and arising from the  
4 Real Property.

5           Reorganized Debtor: The Debtor, or any successor thereto by merger, consolidation, or  
6 otherwise, on and after the Effective Date.

7           Replacement Reserve Account: The account established pursuant to Section 5.08 of the  
8 Wells Fargo/LaSalle Deed of Trust.

9           Reserve Accounts: The Miscellaneous Reserve Account, the Reletting Reserve Account,  
10 and the Replacement Reserve Account, collectively.

11           Tenant Leases: All leases with tenants occupying space at the Real Property on the  
12 Effective Date, including the leases identified on Exhibit A attached hereto.

13           Unsecured Claim: A claim against the Debtor that is not the Equity Funding Claim 1,  
14 Equity Funding Claim 2, Wells Fargo Claim, LaSalle Bank Claim or an Administrative Expense.

15           Wells Fargo: Wells Fargo Bank, N.A., in its capacity as trustee for registered holders of  
16 Merrill Lynch Mortgage Trust 2005-MCP1 Commercial Pass-Through Certificates, Series 2005-  
17 MCP1, acting by and through Special Servicer Midland Loan Services.

18           Wells Fargo Claim: All claims of Wells Fargo against the Debtor and/or in the Case,  
19 including the claims secured by a deed of trust and assignment of rents encumbering the Real  
20 Property.

21           Wells Fargo/LaSalle Deed of Trust: Those deeds of trust collectively executed on or  
22 about September 29, 2004 by the Debtor in order to secure the Wells Fargo Claim and the  
23 LaSalle Bank Claim.

### 24                                   **III. CLASSIFICATION OF CLAIMS AND INTERESTS**

25           The claims and interests are classified as follows:

26           Class 1:           Equity Funding Claim 1.

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1 Subordinated Payment Schedule below, satisfied from the excess cash flow generated by the Real  
2 Property.

3 c.) Payments on the Equity Funding Claims shall occur in accordance with the “Waterfall  
4 Provisions” set forth below, in the section denominated Provisions Applicable to all Plan  
5 Payments. All payments shall be made to the Escrow Account, the distribution of which shall  
6 not occur until: (i) entry of an order of the Bankruptcy Court directing distribution of all or part  
7 thereof; (ii) entry of a final order in the Bingo Lawsuit designating the ownership and calling for  
8 the distribution of the funds; or (iii) a final settlement agreement between Equity Funding and  
9 Bingo Investments, LLC providing for the distribution of the funds. Nothing in this Plan shall  
10 alter, limit or affect the right of either Bingo Investments, LLC or Equity Funding to pursue  
11 claims against, or to obtain recoveries from, the other, based on a final ruling of the court issued  
12 in the Bingo Lawsuit, or otherwise in proceedings outside of this Case and any adversary  
13 proceeding filed in connection with this Case.

14 d.) On or before the Effective Date, all of the existing Equity Funding/Centrum deeds of  
15 trust and any other encumbrances on the Real Property shall be released at the expense of the  
16 Debtor.

17 e.) The following minimum, cumulative payments shall be made in respect of the Equity  
18 Funding Claims, and in compliance with the “waterfall” provisions set forth below (the  
19 “Subordinated Payment Schedule”):

20 (1). At least \$75,000 delivered in good funds to the Escrow Account or as  
21 directed by final order or final settlement of the Bingo Lawsuit by the first Anniversary Date;

22 (2). At least \$500,000 delivered in good funds to the Escrow Account or as  
23 directed by final order or final settlement of the Bingo Lawsuit by the second Anniversary Date;

24 (3). At least \$1,150,000 delivered in good funds to the Escrow Account or as  
25 directed by final order or final settlement of the Bingo Lawsuit by the third Anniversary Date;

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1 (4). At least \$1,650,000 delivered in good funds to the Escrow Account or as  
2 directed by final order or final settlement of the Bingo Lawsuit by the fourth Anniversary Date

3 (5). At least \$2,250,000.00 delivered in good funds to the Escrow Account or as  
4 directed by final order or final settlement of the Bingo Lawsuit by the fifth Anniversary Date.

5 Nothing in the foregoing Subordinated Payment Schedule shall obligate Midland to  
6 disburse to the Reorganized Debtor (or any other person) funds from the accounts described in  
7 the Cash Management Agreement until such time as the items described in the Waterfall  
8 Provisions (a) through (g) below have been paid in full.

9 In the event the Reorganized Debtor's fails to satisfy the minimum cumulative payments  
10 provided above, or if such minimum cumulative payments have been made contrary to the  
11 "waterfall" provisions set forth below, Equity Funding and/or Bingo Investments (as their  
12 interests may appear at the time of the alleged default or as designated by final order, or final  
13 settlement of the Bingo Lawsuit) shall provide written notice of default to the Reorganized  
14 Debtor c/o Graham & Dunn, ATTN: Mark Northrup, and to such address for the Reorganized  
15 Debtor as the Reorganized Debtor may specify in writing to Equity Funding and Bingo, or if no  
16 such address is so specified, to the last known address of the Reorganized Debtor. The  
17 Reorganized Debtor shall in turn provide copies of any such notice to Wells Fargo and LaSalle  
18 Bank, via Midland, c/o K&L Gates, LLP ATTN: Brian L. Lewis and at such address Wells  
19 Fargo, LaSalle Bank and/or Midland may specify in writing to the Reorganized Debtor, or if no  
20 such address is so specified, to the last known address for Midland. The Reorganized Debtor  
21 shall have 30 days in which to cure such default. Upon the failure of the Reorganized Debtor  
22 timely to effect such cure, time being of the essence, Equity Funding and/or Bingo Investments  
23 (as their interests may appear at the time of the alleged default or as designated by final order or  
24 final settlement of the Bingo Lawsuit) shall be entitled to pursue all remedies available under  
25 state, federal or other applicable law, subject to the liens securing the Class 3 and Class 4 Claims,  
26 the terms of which shall remain as set forth in the Plan. Jurisdiction to hear any dispute over the

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1 existence of a default or cure under this section shall be exclusively reserved to the Bankruptcy  
2 Court following and notwithstanding confirmation of the Plan and, if necessary, the Case shall be  
3 reopened upon ex parte motion of either the Reorganized Debtor or Equity Funding or Bingo  
4 Investments (as their interests may appear at the time of the alleged default or as designated by  
5 final order or final settlement of the Bingo Lawsuit), in order to consider any such motion or  
6 dispute.

7 Class 3: The Wells Fargo Claim will be treated as follows:

8 a.) The Wells Fargo Claim will continue to be controlled by the existing loan documents  
9 applicable to the Wells Fargo Claim, except as otherwise provided in this Plan. The Wells Fargo  
10 Claim shall be fixed at \$36,311,190.93 and will continue to be serviced according to the existing  
11 loan documents.

12 b.) On the Effective Date, current outstanding advances and expenses of \$160,647.87,  
13 plus the loan extension fee (below), plus any costs of Plan confirmation assessed against the  
14 Debtor's estate and paid from income from the Real Property, will be paid from the  
15 Miscellaneous Reserve Account.

16 c.) The current loan maturity date of October 1, 2014 will be (and hereby is) extended for  
17 thirty-six (36) months, to a new maturity date of October 17, 2017.

18 d.) A fee of one percent (1%) of the outstanding loan balance will be paid from the  
19 Miscellaneous Reserve Account Balance on the Effective Date.

20 e.) The Wells Fargo Claim will continue to be secured by a first-position mortgage lien  
21 on the Debtor's Real Property.

22 f.) The Reorganized Debtor shall have the right to prepay the Wells Fargo Claim at par,  
23 in full or in part, during the extension period (i.e., after October 30, 2014); provided, however,  
24 that if prepaid, the LaSalle Bank Claim must also be prepaid.

25 Class 4: The LaSalle Bank Claim will be treated as follows:  
26

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1 a.) The LaSalle Bank Claim will continue to be controlled by the existing loan  
2 documents applicable to the LaSalle Bank Claim, except as otherwise provided in this Plan. The  
3 LaSalle Bank Claim will be fixed at \$2,533,530.41, and will be serviced according to the terms  
4 of the existing loan documents.

5 b.) Outstanding accrued but unpaid payments totaling \$361,298.34 will be due and  
6 payable in monthly installments of \$27,792.18 (or any multiple thereof), commencing on January  
7 1, 2013 (unless operating cash flow permits earlier payment) and continuing on the first day of  
8 the month thereafter.

9 c.) The current loan maturity date of October 1, 2014 will be (and hereby is) extended for  
10 thirty-six (36) months, to a new maturity date of October 17, 2017.

11 d.) A fee of one percent (1%) of the outstanding loan balance will be paid from the  
12 Miscellaneous Reserve Account Balance on the Effective Date.

13 e.) The LaSalle Bank Claim will be secured by a first position mortgage lien on the  
14 Debtor's Real Property.

15 f.) The Reorganized Debtor shall have the right to prepay the LaSalle Bank Claim at par,  
16 in full or in part, during the extension period (i.e., after October 1, 2014); provided, however, that  
17 if prepaid, the Wells Fargo Claim must also be prepaid.

18 Class 5: All Allowed Claims in Class 5 will earn interest at the fixed rate of 2% per  
19 annum from the Effective Date. The Reorganized Debtor will make semi-annual payments to  
20 Class 5 creditors from the income of the Real Property each January and July commencing in  
21 January 2012 until the Class 5 claims are paid in full. The total amount of each semi-annual  
22 payment to Class 5 will be \$50,000, except for the final payment to be made, which will be in  
23 such lesser amount as is necessary to fully satisfy Allowed Claims in Class 5. With respect to  
24 each semi-annual payment to be made to holders of Allowed Claims in Class 5, each holder of an  
25 Allowed Claim will receive a pro rata share of the semi-annual payment.

26 Class 6: Class 6 will retain its Equity Interests.

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1           Provisions Applicable to all Plan Payments.

2           Waterfall Provisions: The Reorganized Debtor will continue to comply with the Cash  
3 Management Agreement currently in place and will make payments (including creditor payments  
4 required by this Plan) from available operating income from the Real Property in accordance  
5 with the following "Waterfall Provisions":

6           a.) The Reorganized Debtor will first pay (or reserve funds for paying when due) the  
7 monthly property taxes, insurance, and normal and customary operating expenses currently  
8 arising from the Real Property, as well as the administrative expenses currently arising under the  
9 Cash Management Agreement.

10          b.) The Reorganized Debtor will next pay such amounts as are necessary to meet current  
11 obligations arising under the Replacement Reserve Account, the Reletting Reserve Account.

12          c.) The Reorganized Debtor will next pay the monthly debt service owing on the Wells  
13 Fargo Claim.

14          d.) The Reorganized Debtor will next pay the monthly debt service on the LaSalle Bank  
15 Claim.

16          e.) The Reorganized Debtor will next pay the semi-annual \$50,000 payments to holders  
17 of Allowed Class 5 Claims (in January and July of 2012 and January of 2013); provided, if the  
18 total Allowed Class 5 Claims are less than \$150,000, the January 2013 payment shall be limited  
19 to an amount sufficient to satisfy the unpaid balance of the Allowed Class 5 Claims.

20          f.) The Reorganized Debtor will next pay into the Miscellaneous Reserve Account an  
21 amount equal to the expenses and loan extension fees described above with respect to the  
22 treatment of the Wells Fargo Claim and LaSalle Bank Claim, until the amount of such expenses  
23 and fees has been restored to the Miscellaneous Reserve Account.

24          g.) From available operating cash flow after payment of the foregoing items, the  
25 Reorganized Debtor will next pay (commencing in January 2013 unless operating cash flow  
26

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1 permits earlier payment) the accrued but unpaid \$361,298.34 in interest owing on the LaSalle  
2 Bank Claim, in monthly installments of \$27,792.18 (or any multiple thereof) until paid in full.

3 h.) From available operating cash flow after payment of the foregoing items, the  
4 Reorganized Debtor will next pay to the Escrow Account or the party designated by order of the  
5 above entitled Court or by final order or final settlement agreement in the Bingo Lawsuit, the  
6 payments required in respect of the Equity Funding Claims as provided above in the  
7 Subordinated Payment Schedule.

8 i) All remaining funds shall remain with the Reorganized Debtor for its business  
9 purposes.

#### 10 VI. SOURCE OF PLAN PAYMENTS

11 The funds necessary to make the payments required by the Plan will come from the  
12 Reorganized Debtor's cash on hand on the Effective Date, the Reserve Accounts, and the Rents  
13 received after the Effective Date. Nothing in this Plan shall be interpreted as requiring the  
14 Debtor to make Plan payments from any other source.

#### 15 VII. MEANS FOR EXECUTION OF THE PLAN

16 On the Effective Date:

- 17 1. The Reorganized Debtor shall be responsible for implementing the Plan.
- 18 2. All of the Assets shall vest in the Reorganized Debtor free and clear of all liens,  
19 security interests and claims except as otherwise expressly provided for in the Plan.
- 20 3. The Debtor shall be discharged of all debts that arose prior to the Confirmation  
21 Date.

22 Except as otherwise provided in the Plan, on and after the Effective Date:

- 23 1. The Reorganized Debtor shall manage the Real Property consistent with the  
24 provisions of the Plan. The Reorganized Debtor shall utilize the Rents to pay the operating  
25 expenses of the Real Property.

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1           2.     The Reorganized Debtor shall maintain the Reserve Accounts, and all agreements  
2 with Midland, Wells Fargo and/or LaSalle Bank regarding the Reserve Accounts shall continue  
3 to be enforceable against the parties thereto until such time as the Wells Fargo Claim and the  
4 LaSalle Bank Claim are fully satisfied, except as otherwise provided in this Plan.

5           3.     The Reorganized Debtor shall make the payments required by the Plan.

6           4.     The Reorganized Debtor shall use diligent efforts to lease any vacant space at the  
7 Real Property to creditworthy tenants on commercially reasonable terms.

8           5.     The Reorganized Debtor may employ such persons as it deems appropriate to  
9 manage and operate the Real Property, and otherwise assist it in performing the Plan.

10          6.     The Reorganized Debtor may sell or refinance the Real Property, or any  
11 component thereof, at any time if the proceeds of the sale or refinance are sufficient to pay all  
12 Allowed Claims in Classes 1-5 and sums otherwise required to be paid under the terms of this  
13 Plan. Any sale of the Real Property shall be: (a) free and clear of all liens and monetary  
14 encumbrances pursuant to section 363 of the Bankruptcy Code, and (b) exempt from excise tax  
15 pursuant to section 1146 of the Bankruptcy Code and section 458-6IA-207 of the Washington  
16 Administrative Code.

17          7.     The Reorganized Debtor may, in its discretion, pursue claims against third parties  
18 and settle those claims.

19          8.     Payments to professionals employed by the Debtor for services through the  
20 Effective Date shall remain subject to approval by the Bankruptcy Court after appropriate notice.  
21 Professional fees and expenses incurred by the Reorganized Debtor after the Effective Date shall  
22 not require Bankruptcy Court approval and shall be paid by the Reorganized Debtor from the  
23 Rents or by any third party guarantor. Notwithstanding the prior sentence, the Bankruptcy Court  
24 shall be the exclusive forum for determining any dispute over professional fees and expenses  
25 incurred by the Reorganized Debtor through the date the Case is closed.

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1 **VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

2 1. Assumed Leases: On the Effective Date, the Tenant Leases shall be deemed  
3 assumed under section 365 of the Bankruptcy Code. The Debtor and the Reorganized Debtor  
4 shall not be required to pay any cure in connection with assumption.

5 2. Rejected Contracts and Leases: On the Effective Date, the Debtor rejects all  
6 executory contracts and unexpired leases except the Tenant Leases.

7 3. Entry of the Confirmation Order shall constitute approval of: (1) the assumptions  
8 and rejections provided for under the Plan, and (2) the cure amount of zero.

9 4. All Allowed Claims arising from the rejection of executory contracts or unexpired  
10 leases shall be included in Class 5. All claims arising from the rejection of executory contracts  
11 or unexpired leases shall be filed with the Bankruptcy Court on or before the first business day  
12 that is twenty-one (21) days after the date of the mailing of the notice of the entry of the  
13 Confirmation Order. Any such claim that is not timely filed is forever barred.

14 **IX. CLAIMS OBJECTIONS**

15 The Reorganized Debtor and any other party in interest shall have until 180 days after the  
16 Effective Date to file an objection to any claim with the Bankruptcy Court. All claim objections  
17 shall be determined by the Bankruptcy Court after notice to the person whose claim is being  
18 objected to and an opportunity for a hearing. Both the Bingo Claims and the Equity Funding  
19 Claims shall be deemed <sup>d</sup>~~Disputed~~ <sub>1/2</sub> Claims, to which the other party (Equity Funding and Bingo)  
20 shall be deemed to have objected, as of the Effective Date. The Bankruptcy Court will resolve  
21 the claims objections as to Equity Funding and Bingo Investments, LLC upon issuance of a final  
22 order or final settlement agreement resolving the Bingo Lawsuit (unless good cause shall be  
23 shown for an earlier resolution of those claim objections); provided, that Equity Funding and  
24 Bingo Investments LLC may agree that the final determination of their respective claims by the  
25 court in the Bingo Lawsuit may be accepted by the Reorganized Debtor as a final determination  
26 of such claims requiring no further claims adjudication by the Bankruptcy Court and such state

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1 court determination may be relied upon by the Reorganized Debtor for the purpose of releasing  
2 and tendering payments required by this Plan.

### 3 X. UNCLAIMED FUNDS

4 The Reorganized Debtor may stop payment on any check intended as a payment on a  
5 Class 5 claim under the Plan any time at least 60 days after the check was mailed. If the  
6 Reorganized Debtor stops payment on any check pursuant to the prior sentence, the claims of the  
7 payee shall be deemed automatically disallowed for all purposes and the Reorganized Debtor  
8 may use those funds for other purposes. The Reorganized Debtor may rely on the address set  
9 forth in each proof of claim (or if there is no proof of claim, the address set forth in the  
10 bankruptcy schedules) unless the creditor provides the Reorganized Debtor with a written notice  
11 of a change in the creditor's address.

### 12 XI. REPORTS AND STATUTORY FEES

13 Until the Case is closed, the Reorganized Debtor shall: (1) file post-confirmation reports  
14 consistent with Local Bankruptcy Rule 2015-1(c), and (2) pay all quarterly fees due and payable  
15 to the Office of the United States Trustee.

### 16 XII. CLOSING CASE

17 The Reorganized Debtor, in its discretion, may move the Bankruptcy Court to enter a  
18 final decree closing the Case provided, however, the Reorganized Debtor shall not move for a  
19 final decree until: (1) all claim objections have been resolved by the Bankruptcy Court, and (2)  
20 payments have commenced to at least one Class of claims. After the Case is closed, the  
21 Reorganized Debtor, in its discretion, may reopen the Case to resolve any issue relating to the  
22 Plan or claims by creditors, and the Reorganized Debtor or the party designated by final order, or  
23 final settlement agreement in the Bingo Litigation may reopen this Case according to the  
24 provisions in Articles V and/or IX above.

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1 **XIII. MODIFICATION OF THE PLAN**

2 The Debtor may propose amendments or modifications to the Plan at any time prior to the  
3 Confirmation Date. After the Confirmation Date, the Debtor or the Reorganized Debtor may,  
4 with approval of the Bankruptcy Court, and so long as it does not materially or adversely affect  
5 the interests of creditors, remedy any defect or omission, or reconcile any inconsistencies in the  
6 Plan or in the Confirmation Order, in such a manner as may be necessary to carry out the  
7 purposes and effect of the Plan.

8 **XIV. RETENTION OF JURISDICTION**

9 Following the Confirmation Date, the Bankruptcy Court shall retain jurisdiction over the  
10 Reorganized Debtor and the Assets until the Plan is fully consummated and an order closing the  
11 Case is entered by the Bankruptcy Court. The Bankruptcy Court's retained jurisdiction shall give  
12 it authority to hear matters for purposes of administering the Plan, including without limitation:

- 13 1. To determine all adversary proceedings, applications, motions, and contested  
14 matters instituted prior to the closing of the Case;
- 15 2. To ensure that distributions are accomplished as provided in the Plan;
- 16 3. To determine all objections to Administrative Expenses and claims filed both  
17 before and after the Confirmation Date;
- 18 4. To enter and implement such orders as may be appropriate in the event the  
19 Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- 20 5. To issue orders in aid of execution of the Plan and to issue injunctions or take  
21 such other actions or make such other orders as may be necessary or appropriate to restrain  
22 interference with the Plan or its execution or implementation by any entity;
- 23 6. To consider all modifications of the Plan, to cure any defect or omission in the  
24 Plan, or to reconcile any inconsistency in the Plan or any order of the Bankruptcy Court,  
25 including without limitation, the Confirmation Order;
- 26

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7. To determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331 and 503(b) of the Bankruptcy Code;

8. To determine any disputes arising in connection with the interpretation, implementation, execution or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

9. To recover all of the Assets, wherever located;

10. To determine all matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

11. To determine any other matter not inconsistent with the Bankruptcy Code; and

12. To enter a final decree closing the Case.

DATED this 21st day of November, 2011.

CDC PROPERTIES I, LLC

By /s/ Thomas W. Price  
Thomas W. Price, Member/Manager of Prium Companies, L.L.C., the sole member of CDC Acquisition Company I, LLC, the sole member of Debtor CDC Properties I, LLC

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By /s/ Mark D. Northrup  
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Attorneys for Debtor CDC Properties I, LLC

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# **EXHIBIT A**

In re CDC Properties I, LLCCase No. 11-41010

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Department of Revenue PO Box 47462 Olympia, WA 98504-7462	Lease for nonresidential real property. Debtor is lessor.
Dept of Corrections Accounts Payable Section PO Box 41107 Olympia, WA 98504-1107	Lease for nonresidential real property. Debtor is lessor.
Dept of Licensing Quynh Dao PO Box 9035 Olympia, WA 98507-9035	Lease for nonresidential real property. Debtor is lessor.
Dept of Licensing - Seattle Department of Licensing Attn: Disbursements PO Box 9035 Olympia, WA 98507	Lease for nonresidential real property. Debtor is lessor.
Dept of Licensing - Seattle Dept of Licensing Attn: Accounts Payable PO Box 9035 Olympia, WA 98507	Lease for nonresidential real property. Debtor is lessor.
Dept of Services for the Blind Attn: Peter Campbell PO Box 40933 Olympia, WA 98504	Lease for nonresidential real property. Debtor is lessor.
DSHS - ADSA Dept of Social & Health Svcs ADSA - Accounting Po Box 45600 Olympia, WA 98504-5600	Lease for nonresidential real property. Debtor is lessor.
DSHS - DVR Attn: Karin Knapp PO Box 45340 Olympia, WA 98504-5340	Lease for nonresidential real property. Debtor is lessor.
DSHS - Moses Lake DSHS - CSD Region 1 8517 E Trent #103 Spokane Valley, WA 99212	Lease for nonresidential real property. Debtor is lessor.

2

\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
DSHS - Wenatchee DSHS/CSD Region 1 Admin B32-6 Lease #SRL 8-0166 8517 E Trent Ave #103 Spokane, WA 99212-2334	Lease for nonresidential real property. Debtor is lessor.
ESD - Lacey 0074 Employment Security Department Attn: Facilities Unit PO Box 9046 Olympia, WA 98507-9046	Lease for nonresidential real property. Debtor is lessor.
ESD - Lacey 0075 Employment Security Department Attn: Facilities Unit PO Box 9046 Olympia, WA 98507-9046	Lease for nonresidential real property. Debtor is lessor.
ESD - Lacey 0076 Employment Security Department Attn: Facilities Unit PO Box 9046 Olympia, WA 98507-9046	Lease for nonresidential real property. Debtor is lessor.
ESD - Wentachee Employment Security Department Attn: Vendor Pay PO Box 9046 Olympia, WA 98507-9046	Lease for nonresidential real property. Debtor is lessor.
Gambling Commission PO Box 42400 Olympia, WA 98504-2400	Lease for nonresidential real property. Debtor is lessor.
Kokopelli Cafe PO Box 146 East Olympia, WA 98540	Lease for nonresidential real property. Debtor is lessor.
Mike Neuschwander Prudential 629 Woodland Sq Loop #102A Lacey, WA 98503	Lease for nonresidential real property. Debtor is lessor.
Office of the Insurance Comm PO Box 40255 Olympia, WA 98504	Lease for nonresidential real property. Debtor is lessor.
Sentencing Guidelines Comm 4565 7th Ave SE, 2nd Fl PO Box 40927 Olympia, WA 98504-0927	Lease for nonresidential real property. Debtor is lessor.

Sheet 1 of 2 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases

In re CDC Properties I, LLC

Case No. 11-41010

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
(Continuation Sheet)

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Steele Financial Group 629 Woodland Sq Loop #100 Lacey, WA 98503	Lease for nonresidential real property. Debtor is lessor.

Sheet 2 of 2 continuation sheets attached to the Schedule of Executory Contracts and Unexpired Leases