IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
CHARLESTON ASSOCIATES, LLC,	)	Case No. 10-11970 (KJC)
	)	
Debtor.	)	

DISCLOSURE STATEMENT FOR PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE PROPOSED BY THE DEBTOR

IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION RELATED TO THE DEBTOR'S PROPOSED PLAN OF REORGANIZATION. PLEASE READ THIS DOCUMENT WITH CARE. THE INFORMATION CONTAINED HEREIN IS FOR PURPOSES OF SOLICITING ACCEPTANCE OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE OR INCLUDE LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. ANY PERSONS DESIRING ANY SUCH ADVICE SHOULD CONSULT THEIR OWN ATTORNEYS OR ADVISORS.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN SUBMITTED BY MANAGEMENT OF THE DEBTOR, EXCEPT IN THOSE CIRCUMSTANCES IN WHICH OTHER SOURCES ARE IDENTIFIED. THE DEBTOR HAS AUTHORIZED NO REPRESENTATIONS CONCERNING THE DEBTOR OR THE PLAN OTHER THAN THOSE IN THIS DISCLOSURE STATEMENT AND ACCOMPANYING DOCUMENTS. YOU SHOULD NOT RELY UPON ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PARTY TO SECURE YOUR VOTE OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT. NO ONE IS AUTHORIZED TO MAKE ANY REPRESENTATIONS ON BEHALF OF THE DEBTOR. THE DEBTOR HAS BEEN CAREFUL TO BE ACCURATE IN THIS DISCLOSURE STATEMENT IN ALL MATERIAL RESPECTS, AND THE PLAN PROPONENT BELIEVES THAT THE CONTENTS OF THIS DISCLOSURE STATEMENT ARE COMPLETE AND ACCURATE IN ALL MATERIAL RESPECTS. HOWEVER, THE PLAN PROPONENT CANNOT AND DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT INACCURACY. IN PARTICULAR, EVENTS AND CIRCUMSTANCES BEYOND THE CONTROL OF THE DEBTOR MAY ALTER THE ASSUMPTIONS UPON WHICH THE DEBTOR'S REPRESENTATIONS REGARDING THE FEASIBILITY OF THE PLAN ARE BASED.

THE DEBTOR MAY CONTINUE TO NEGOTIATE PAYMENT TERMS WITH ITS CREDITORS, AND THE SPECIFIC TREATMENT OF CLAIMS MAY CHANGE AS A RESULT, BUT THE DEBTOR BELIEVES THAT THE PAYMENT TERMS WHICH THE DEBTOR WILL ASK THE COURT TO APPROVE WILL NOT BE LESS FAVORABLE TO CREDITORS THAN THOSE DESCRIBED HEREIN.

TO ALL PARTIES IN INTEREST:

On June 17, 2011 ("Petition Date"), Charleston Associates, LLC (the "Debtor") filed a voluntary petition under Chapter 11 of the Bankruptcy Code. The Debtor is presently acting as a debtor in possession. The Debtor's case is pending before the above-captioned court (the "Bankruptcy Court").

This Disclosure Statement is submitted by the Debtor and contains information with respect to the Debtor's proposed Plan of Reorganization (the "Plan"), which is attached hereto as Exhibit A. Pursuant to section 1125 of the Bankruptcy Code, this Disclosure Statement is being distributed to you together with a copy of the proposed Plan to allow you to make an informed decision in exercising your right to accept or reject the Proposed Plan. This Disclosure Statement has been approved by order of the Court pursuant to section 1125 of the Bankruptcy Code as containing information of a kind, and in sufficient detail, as far as is reasonably practicable under the circumstances, that would enable a hypothetical reasonable investor to make an informed judgment about the Plan. In the event of inconsistencies between the Plan and the Disclosure Statement, however, the terms of the Plan shall control. The Court's approval of this Disclosure Statement does not constitute an endorsement of the proposed Plan by the Court.

THE ONLY REPRESENTATIONS THAT ARE AUTHORIZED OR THAT MAY BE MADE CONCERNING THE DEBTOR, THE VALUE OF ITS ASSETS, OR THE PLAN ARE CONTAINED IN THIS DISCLOSURE STATEMENT. THE FINANCIAL INFORMATION CONTAINED HEREIN OR INCORPORATED BY REFERENCE HAS BEEN PREPARED BY THE DEBTOR'S MANAGEMENT AND IS EFFECTIVE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE READER SHOULD NOT INFER OR ASSUME THAT THERE HAVE BEEN NO CHANGES IN THE FACTS SET FORTH HEREIN SINCE THE DATE HEREOF. FINANCIAL INFORMATION, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, IS NECESSARILY BASED UPON A VARIETY OF ESTIMATES AND ASSUMPTIONS THAT, ALTHOUGH CONSIDERED REASONABLE AND PRUDENT BY MANAGEMENT, MAY NOT BE REALIZED AND WILL REMAIN SUBJECT TO INHERENT UNCERTAINTIES. THE FINANCIAL INFORMATION HAS NOT BEEN SUBJECTED TO AN AUDIT, AND FOR THAT REASON, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS WITHOUT INACCURACY. HOWEVER, GREAT EFFORT HAS BEEN MADE TO ENSURE THAT ALL SUCH INFORMATION IS FAIRLY REPRESENTED.

The Debtor urges you to accept the proposed Plan and to promptly return your completed ballot to enable your vote to be counted.

ARTICLE I.
DEFINITIONS

Terms used in this Disclosure Statement not specifically defined herein or in the Bankruptcy Code shall be defined as set forth in the Plan that accompanies this Disclosure Statement. In particular, capitalized terms shall have the meanings prescribed for such terms in Article II of the Plan.

ARTICLE II.
BACKGROUND INFORMATION

A. The Debtor and Boca Fashion Village.

The Debtor is the successor by merger to Boca Fashion Village Syndications Group, LLC. The Debtor is a limited liability corporation.

The Debtor initially owned a 96 acre parcel of real estate in Las Vegas, Nevada and began developing a large community shopping center thereon. Situated at the northeast corner of the intersection of Charleston Boulevard and Rampart Boulevard, the entire shopping center was to be known as "The Shops at Boca Park." The Debtor originally intended to develop The Shops at Boca Park in three phases. Phases I and II consisted of approximately 54 total acres. The Debtor developed Phases I and II into an operating shopping center whose tenants currently include Target, Petland, Vons, Famous Footwear, Ross, OfficeMax, and a number of other major national retailers and local retailers. The Debtor transferred developed portions of Phases I and II to affiliates, but retained and continues to own nearly nine acres of land in Phases I and II. Phase III encompassed approximately 41.72 acres. The Debtor divided Phase III into two parcels consisting of the approximately 18.28 acre parcel that is the Boca Fashion Village property, and an approximately 23.44 acre parcel of undeveloped land ("Undeveloped Land") adjacent thereto. The Undeveloped Land, which remains largely unimproved, was subsequently the subject of a "friendly foreclosure" by City National Bank ("CNB"), as described in more detail in Article II.C.5 of this Disclosure Statement.

The Debtor developed Boca Fashion Village into an operating shopping center whose tenants currently include The Cheesecake Factory, Gordon Biersch, Total Wine and More, Grimaldi's Pizzeria, Kona Grill, REI, Pink the Boutique, and many other national and local retailers. Boca Fashion Village consists of three in-line buildings containing 138,869 square feet of rentable area and an additional 3.74 acre site. The 3.74 acre site was formerly subject to a ground lease, but is currently owned by Quality Real Estate Management ("QREM"), and is being renovated to accommodate the opening of a Fry's Electronics, Inc. store, a "big-box" retail electronics store. Approximately 118,258 square feet, or 85.2% of the rentable area in Boca Fashion Village, is currently leased. In addition, there is a cellular tower located on the property that is currently leased to Nextel.

On December 23, 2004, Boca Fashion Village issued to the predecessor-in-interest of Secured Lender, that certain Promissory Note Secured by Deed of Trust (the "Promissory Note"). The Promissory Note is secured by that certain Deed of Trust and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing), also dated December 23, 2004 (the "Deed of Trust"). Boca Fashion Village constitutes the Senior Lender's principal collateral under the Deed of Trust.

The Promissory Note and Deed of Trust were "securitized." Secured Lender currently holds the interests in the Promissory Note and the Deed of Trust in its capacity as trustee for the holders of the securities issued by the securitization trust. Also on December 23, 2004, International Property Syndications, Ltd., f/k/a Triple Five Nevada Development Corporation

("IPS"), one of the Debtor's primary Equity Holder, executed a limited guaranty in favor of the Secured Lender's predecessor in interest (the "Limited Guaranty").

B. Events Leading to Bankruptcy.

In late 2008, as a result of the nationwide economic recession, Boca Fashion Village began to experience an impairment of its cash flow. Among other unfavorable developments, Boca Fashion Village lost two significant "anchor" tenants: Linens 'n Things and The Great Indoors, an affiliate of Sears.

The loss of The Great Indoors, a retail home furnishing and design chain, was particularly significant. Prior to December 2008, The Great Indoors occupied approximately 136,000 square feet in a stand-alone building located on a 3.7 acre portion of Boca Fashion Village. In December 2008, The Great Indoors closed four of its sixteen stores, including the store at Boca Fashion Village. Since 2008, the building that previously housed The Great Indoors (the "Former Great Indoors Parcel") went dark and empty and has remained that way.

Although Sears continued to pay rent under a ground lease with Boca Fashion Village, the closing of The Great Indoors caused a sharp reduction in "traffic," with a resulting reduction in revenue earned and "percentage rent" paid by other tenants. The loss of The Great Indoors also made it more difficult for the Debtor to lease other vacant space at Boca Fashion Village.

C. Events Since Commencement of Bankruptcy Case.

1. Employment of Debtor's Bankruptcy Counsel. On July 29, 2010, the Bankruptcy Court entered a final order authorizing the Debtor to employ Butler Rubin Saltarelli & Boyd LLP ("BRS&B") as lead bankruptcy counsel. Subsequently, the Debtor's lead bankruptcy attorney, Neal L. Wolf, started a new firm, Neal Wolf & Associates, LLC ("NW&A") and the Debtor chose to retain NW&A in place of BRS&B immediately after NW&A began its operations. On June 1, 2011, the Bankruptcy Court entered a final order authorizing the Debtor to substitute NW&A as its lead bankruptcy counsel. On July 29, 2010, the Bankruptcy Court entered a final order authorizing the Debtor to employ Pachulski Stang Ziehl & Jones LLP as local bankruptcy counsel and conflicts counsel.

2. Claims Bar Date Established. On April 18, 2011, the Bankruptcy Court entered an order fixing June 15, 2011 (the "Bar Date") as the last day to file proofs of claim in the case. No creditor has filed a proof of claim since the Bar Date.

3. Cash Collateral. On June 18, 2010, the Bankruptcy Court authorized the Debtor to use cash collateral on an interim basis. The Bankruptcy Court further authorized the Debtor's use of cash collateral in orders entered on July 30, 2010, August 11, 2010, August 27, 2010, November 1, 2010, November 24, 2010, February 2, 2011, March 2, 2011, May 2, 2011, July, 1, 2011 and September 1, 2011 (the "Order Approving Tenth Cash Collateral Stipulation"). The Debtor's use of cash collateral is currently approved through October 31, 2011. The specific limitations of, and terms related to, the Debtor's use of cash collateral are more specifically set forth in the *Tenth Stipulation for Entry of Order Approving Limited Use of Rents and Continuing the Hearing on Debtor's Continued Use of Cash Collateral*, attached as Exhibit 1 to the Order

Approving Tenth Cash Collateral Stipulation. As part of the stipulations with respect to the use of cash collateral, the Debtor agreed to pay the sum of $225,000 each month to Secured Lender.

4. Sale of Former Great Indoors Parcel to QREM. On November 3, 2010, the Debtor filed a motion seeking approval of the sale of the 3.7 acre Former Great Indoors Parcel to QREM for $5,000,000. On November 18, 2010, the Bankruptcy Court approved the proposed sale. The sale to QREM closed on June 15, 2011 and in connection therewith, the Secured Lender, executed a partial release of collateral and received payment of the net proceeds of sale.

5. RAS Litigation. On November 24, 2010, the Debtor filed an adversary proceeding in the Bankruptcy Court against RA Southeast Land Company, LLC ("RAS") and City National Bank ("CNB"), captioned *Charleston Associates, LLC v. RA Southeast Land Co., LLC, et al.*, Adv. No. 10-01452-LBR. Defendants in the RAS Litigation sought a change of venue to the Nevada Bankruptcy Court, which was subsequently granted. On July 25, 2011, the Nevada Bankruptcy Court granted summary judgment in favor of the Debtor against RAS and CNB.

6. Limited Guaranty Case. On September 15, 2010, Secured Lender filed a lawsuit in the District Court for Clark County, Nevada, captioned *Bank of America, N.A., as Successor by Merger to LaSalle Bank, N.A., as Trustee for the Registered Certificate Holders of Bear Stearns Commercial Mortgage Securities, Inc. Commercial Pass-Through Certificates, Series 2005-PWR7 v. International Property Syndications, Ltd., f/k/a Triple Five Nevada Development Corporation, et al.*, Case No. A-10-625324-C, Dept. No.: XI (the "Limited Guaranty Case"). Secured Lender filed the Limited Guaranty Case seeking payment under the Limited Guaranty. Secured Lender alleges that IPS is liable under the Limited Guaranty due to the Debtor filing this Reorganization Case. The Secured Lender filed a motion for summary judgment on June 21, 2011, which was subsequently denied. IPS believes that it has a number of, valid defenses to the claims asserted by the Secured Lender.

ARTICLE III.
ASSETS AND LIABILITIES OF DEBTOR

A. Assets.

As shown on the Debtor's bankruptcy schedules, the Debtor's primary asset consists of Boca Fashion Village. The Debtor scheduled Boca Fashion Village at a value of $42,000,000. In September of 2010, the property was appraised at $39,500,000 after the sale of the land underlying the Former Great Indoors Parcel. This figure is based on an appraisal dated September 24, 2010 (the "Appraisal"), which was commissioned by the Debtor. Additional national tenants and reduced empty space at Boca Fashion Village since the date of the Appraisal may have increased the value of Boca Fashion Village. The Debtor believes that the current value is still below the amount of the Secured Claim of Secured Lender.

B. Liabilities.

1. Asserted Secured Claim of Secured Lender. On January 5, 2005, Wells Fargo Bank, N.A., as predecessor-in-interest to Secured Lender, filed a UCC Financing Statement asserting a lien on Boca Fashion Village. Through its proof of claim, Secured Lender asserts a

secured claim of $64,009,890.29. The Debtor believes that the claim of the Secured Lender is substantially less than the amount set forth in the Secured Lender's proof of claim, as set forth in Article V.B.2 of this Disclosure Statement below, and in Article III.B.1 of the Plan.

2. General Unsecured Claims. Taking the greater of the scheduled amount and proof of claim amount, asserted General Unsecured Claims total approximately $30,403,879. However, the vast majority of these General Unsecured Claims (over 99.5%) are invalid, held by affiliates of the Debtor that have agreed to release their respective claims, and/or subject to valid claim objections, or are Affiliate Claims that are to be disallowed under the Plan. By far the largest General Unsecured Claim is held by CNB. CNB filed a $25,000,000 rescission Claim related to the RAS Litigation. That Claim has been rejected by the Nevada Bankruptcy Court. The absence of CNB's Claim reduces the potential General Unsecured Claims to approximately $5,403,879. Additionally, the following Claims are held by affiliates of the Debtor and will receive no distribution under the Plan: (i) Boca Park Marketplace's Claim for $3,690,225, (ii) Pebble Commercial Center's Claim for $619,053, (iii) Silverado Ranch's Claim for $238,799 and (iv) Builders & Developers Corporation's Claim for $28,051. The disallowance of Claims held by affiliates of the Debtor reduces the potential General Unsecured Claims to approximately $827,751. Further, a number of General Unsecured Claims have been satisfied, including (i) Recreational Equipment, Inc.'s Claim for $306,572.82, which was recouped from rent payments and (ii) TD Commercial's Claim for $233,333.30, which was paid out of the proceeds of the sale of the Former Great Indoors Parcel to QREM. Without such Claims, the potential General Unsecured Claims are reduced to approximately $287,844.88. Finally, many of the remaining Claims are subject to valid claim objections, which the Debtor intends to file and prosecute to adjudication. Consequently, the Debtor anticipates that the General Unsecured Claims that will be Allowed Claims will equal approximately $130,000, if not less.

ARTICLE IV.
SUMMARY OF PROPOSED PLAN OF REORGANIZATION

A. Explanation of Impaired and Unimpaired Claims.

The term "impaired" as used herein refers to those creditors to whom this Disclosure Statement (and the Plan and other materials delivered together herewith) are being furnished and who are entitled to accept or reject the Plan. Classes 1, 3 and 5 are impaired under the Plan. Holders of Claims in Class 5 will receive no distribution under the Plan and are therefore presumed to reject the Plan and are not entitled to vote. Holders of Claims in Classes 1 and 3 are entitled to vote to accept or reject the Plan.

The term "unimpaired" refers to those creditors whose claims or interests remain unaltered by the reorganization effectuated by the Plan. Because of this favorable treatment, these creditors are conclusively deemed to have accepted the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, it is not necessary to solicit acceptances from the holders of claims or interests in such classes. Any Allowed Claim in Classes 2, 4 and 6 are unimpaired.

B. Classification of Claims and Interests.

All claims, as defined in section 101(5) of the Bankruptcy Code, against the Debtor are classified as set forth herein. A claim is in a particular Class only to the extent it qualifies within the definition of such Class and is in a different Class to the extent it qualifies within the definition of such different Class.

1. Unclassified Claims: Claims arising under sections 507(a)(2), 507(a)(3) and 507(a)(8) of the Bankruptcy Code.

2. Class 1: Secured Claim of Secured Lender.

3. Class 2: Other Secured Claims.

4. Class 3: General Unsecured Claims.

5. Class 4: Any Unsecured Claims of CNB as established by a Final Order entered in the RAS Litigation.

6. Class 5: Any Unsecured Claim held by an affiliate of the Debtor, including either of the Equity Holders.

7. Class 6: Interests of Equity Holders.

ARTICLE V.
PROVISIONS FOR SATISFYING CLAIMS AND SPECIFYING TREATMENT OF EACH CLASS UNDER THE PLAN

The treatment of all Allowed Claims and Allowed Interests shall be as follows:

A. Unclassified Claims.

1. Administrative Expense Claims. Pursuant to section 1129(a)(9)(A) of the Bankruptcy Code, each allowed Administrative Expense Claim shall be paid in full on or before the Effective Date, or as otherwise agreed by the holder of such Claim, or upon entry of a Final Order allowing such Claim, whichever shall occur later.

2. Priority Tax Claims. The Allowed Claims of Taxing Agencies for taxes that remain due and unpaid as of the Effective Date and any statutory interest accrued thereon prior to the Petition Date.

B. Treatment of Classified Claims and Interests.

1. Unclassified Claims: Each holder of an allowed Unclassified Claim shall be paid in full, or as otherwise agreed by the holder of such claim, on or before the Effective Date or upon entry of a Final Order allowing such claim, whichever shall occur later.

2. Class 1: Secured Claim of Secured Lender.

This Claim is impaired under the Plan. The Class 1 Claim shall be allowed as of the Effective Date in the amount of $46,556,053 ("Allowed Secured Lender Claim"). As of August 1, 2011, the amount due and owing on the Secured Claim was $51,415,168 but should be reduced by (i) $3,600,000, to reflect the payment of postpetition adequate protection payments to the Secured Lender through December, 2011, and (ii) $1,259,115, reflecting the balance of the cash currently being held by both the Debtor and the Secured Lender in excess of the aggregate amount that will be used to establish reserves for taxes, real estate expenses, tenant improvements, capital expenditures, lease commissions, legal fees related to the RA Litigation, operating expense escrows, payments to general unsecured creditors, and other reserves. Further details with respect to the amounts set forth above, and the underlying figures and calculations, are set forth in the Monthly Cash Flow Projection attached hereto as Exhibit B.

The holder of the Allowed Secured Lender Claim shall retain all of its priority liens pursuant to the New Deed of Trust and New Assignment of Leases and Rents. The Limited Guaranty will be reinstated, without any material changes, in the form of the New Limited Guaranty, pursuant to the terms and conditions of the New Limited Guaranty. **As of the Effective Date, and in consideration for IPS's agreement to act as guarantor under the New Limited Guaranty, the Secured Lender shall be deemed to have forever released, waived and discharged all claims, obligations, suits, judgments, demands, debts, causes of action and liabilities Secured Lender may have against IPS with respect to the Limited Guaranty and shall be permanently enjoined from continuing with the prosecution of the Limited Guaranty Case.**

The maturity of the Allowed Secured Lender Claim shall be extended for the period of eighty-four (84) months from the Effective Date. The Allowed Secured Lender Claim may be prepaid at any time from the proceeds of sale, proceeds of refinancing, or otherwise. During this 84-month period, in the absence of any default, interest shall accrue on such claim at the rate of four and one-half percent (4.5%) *per annum.* In the event of a default not cured by the Debtor as provided for under the terms of the Amended and Reinstated Loan Agreement and New Promissory Note, the Reinstated Secured Loan shall bear interest at the rate of six percent (6%) *per annum.* Interest shall be paid monthly in arrears. The Reinstated Secured Loan shall be amortized over a thirty (30) year period, with all accrued and unpaid interest and principal to be due and payable on the stated maturity date of the New Promissory Note, unless otherwise extended. If not otherwise prepaid by maturity, the Allowed Secured Lender Claim will be fully or partially paid upon maturity, from the proceeds of the sale of Boca Fashion Village, proceeds of refinancing, or otherwise.

Pursuant to the terms of the Amended and Reinstated Loan Agreement, the Debtor will hold and, if provided below or in the Plan, replenish certain reserves for the benefit of Boca Fashion Village, including (a) a real estate tax/insurance premium reserve in an amount equal to $318,000, with such reserve to be used to pay, when due and owing, among other things, real estate taxes owed by the Debtor to Clark County, Nevada and insurance premiums paid by the Debtor on all general liability, fire and hazard, workman's compensation and other insurance policies purchased by the Debtor subject to replenishment by the Debtor; (b) a reserve for the funding of tenant improvements, capital expenditures and leasing commissions in the amount of

$1,249,386, subject to replenishment by the Debtor; (c) a reserve for three month's anticipated operating expenses in the amount of $268,500 subject to replenishment by the Debtor; (d) a reserve for legal fees and expenses incurred by the Debtor in connection with the RAS Litigation in the amount of $350,000, subject to replenishment (if needed) by the Debtor; (e) a beginning cash balance of $100,000; and (f) a reserve for the payment of all Class 3 General Unsecured Claims in the amount of $500,000, with any amount in excess of the amount actually paid to holders of General Unsecured Claims to be payable to and applied by the Lender against the principal balance of the Reinstated Secured Loan. All interest accruing on each of the foregoing reserves shall be added to the balance of each such reserve.

3. Class 2: Other Secured Claims.

These Claims, if any, are unimpaired under the Plan. The holders of the Allowed Other Secured Claims, if any, shall retain, unaltered, the legal, equitable and contractual rights (including any liens that secure such Claim) to which such claim entitles each such holder and such Allowed Other Secured Claim shall be reinstated as of the Effective Date.

4. Class 3: General Unsecured Claims.

These Claims are impaired under the Plan. The Allowed Class 3 General Unsecured Claims shall be treated as follows. Allowed General Unsecured Claims shall be paid from reserves described above pursuant to the following schedule: fifty percent (50%) of the amount of each Allowed Claim on the Effective Date and fifty percent (50%) of the balance of each Allowed Claim one hundred and eighty (180) days after the Effective Date. The Reorganized Debtor shall maintain sufficient reserves to pay the fifty (50%) balance one hundred and eighty (180) days after the Effective Date.

5. Class 4: CNB Unsecured Claim.

This Claim has been disallowed by the Nevada Bankruptcy Court in the RAS Litigation and need not be addressed at this time.

In the event that any court of competent jurisdiction enters a final judgment against the Debtor with respect to this claim, the Debtor reserves the right to amend the Plan in accordance with applicable bankruptcy law.

6. Class 5: Affiliate Unsecured Claims.

These Claims are impaired under the Plan. All Class 5 Affiliate Unsecured Claims shall be disallowed as of the Effective Date.

7. Class 6: Interests of Equity Holders.

The Interests of the Equity Holders are unimpaired under the Plan.

ARTICLE VI.
MEANS FOR EXECUTION OF THE PLAN

As set forth in the Monthly Cash Flow Projection, attached hereto as Exhibit B, the Debtor has the means to execute the Plan. Such projections reflect anticipated cash flows for the first approximately two years after the Effective Date, and indicate that (i) the Debtor currently has sufficient cash on hand to establish the reserves set forth in Article V.B.2 of this Disclosure Statement above and (ii) the Debtor anticipates revenue sufficient to meet its debt service obligations under the Amended and Reinstated Loan Agreement, New Promissory Note and related documents. Further, the projections are based on historical figures not likely to vary significantly. The nature of the Debtor's business allows it to generally maintain consistent revenue and expenses and anticipate substantial changes to either well in advance. The majority of the Debtor's revenue is based on monthly leases secured for multiple months or years. With respect to expenses, the Debtor has operated Boca Fashion Village for many years, and understands the historical costs likely to be incurred on a monthly basis. Further, the Debtor is affiliated with the owners and operators of many successful shopping centers throughout North America, and has a proven record of developing realistic financial projections to manage revenue and expenses, including debt service. The projections attached hereto reflect the Debtor's ability to fund the reserves for the benefit of Boca Fashion Village, and operate Boca Fashion Village on an increasingly cash positive basis, after debt service. Finally, such projections are conservative, and the Debtor expects that it will be able to secure additional tenants and improve revenue beyond what is projected here.

Specifically, the Plan will be effectuated as follows:

Step 1: Reinstatement of the loan from Secured Lender pursuant to the Amended and Restated Loan Agreement, New Promissory Note, New Deed of Trust, New Assignment of Leases and Rents, and such other agreements, instruments and other documents as the Secured Lender shall deem reasonably necessary to the preservation of its first priority secured position as it existed as of the Petition Date.

Step 2: On and after the Effective Date, the business and affairs of the Reorganized Debtor will be managed by the manager of the Debtor pursuant to the terms of the existing management agreement with the Debtor. The existing manager of the Reorganized Debtor shall continue to serve in the same capacity after the Effective Date. The existing manager of the Reorganized Debtor shall be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreement or documents and take or direct such actions as may be necessary or appropriate to implement the Plan and effectuate and further evidence its terms and conditions.

Step 3: Payment of fifty percent (50%) of Allowed General Unsecured Claims.

Step 4: Reinstatement of the Interests of Equity Holders.

Step 5: Payment in full in cash of any Allowed Class 4 Claim within thirty (30) days after entry of a Final Order by the Nevada Bankruptcy Court with respect to judgment against the Debtor, if any, in favor of CNB, in the RAS Litigation.

Step 6: Payment of the remaining fifty percent (50%) of Allowed General Unsecured Claims one hundred and eighty (180) days after the Effective Date.

Step 7: Payment of the Allowed Secured Claim, plus interest, eighty-four (84) months after the Effective Date.

During the eighty-four (84) months after the Effective Date, interest will accrue on the Allowed Secured Claim of Secured Lender.

ARTICLE VII.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Except for any unexpired lease or executory contract that the Debtor rejects or designates as being subject to rejection on or before the Effective Date, all executory contracts and unexpired leases not previously assumed by the Debtor pursuant to section 365 of the Bankruptcy Code shall be deemed to have been assumed by the Debtor and the Plan shall constitute a motion to assume such executory contracts and unexpired leases to which the Debtor is a party. Subject to occurrence of the Effective Date, entry of a Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions of unexpired leases and/or executory contracts pursuant to section 365(a) of the Bankruptcy Code and finding by the Bankruptcy Court that each such assumption(s) is/are in the best interests of the Debtor, the Estate and all parties in interest in the Reorganization Case. With respect to each such executory contract and/or unexpired lease assumed by the Debtor, unless otherwise determined by the Bankruptcy Court pursuant to a Final Order, or agreed to by the parties on or before the Effective Date, any default by the Debtor with respect to any such assumed executory contract or unexpired lease existing as of the Effective Date, shall be cured in the ordinary course of the business of the Reorganized Debtor promptly after any such default becomes known to the Debtor or Reorganized Debtor and, if disputed, established pursuant to applicable law by the Bankruptcy Court, and the assumed executory contracts and/or unexpired leases shall be binding and enforceable upon the parties thereto, subject to the rights and defenses existing under each such executory contract and unexpired lease.

Notwithstanding the foregoing, the Debtor reserves the right to reject any executory contract or unexpired lease listed on an exhibit to be provided to the Bankruptcy Court and served on all creditors and other parties in interest no later than five (5) business days prior to the Confirmation Hearing. Any such exercise of the right to reject an unexpired lease of real property under which the Reorganized Debtor is a lessor shall entitle the lessee to all rights under section 365(h) of the Bankruptcy Code, unless otherwise agreed to in writing by the Reorganized Debtor and the particular lessee.

On the Effective Date, the Reorganized Debtor shall be deemed to have assumed its existing management agreement with the Equity Holder, subject to discharge of any amounts due and owing to the Equity Holders thereunder.

ARTICLE VIII.
LIQUIDATION ANALYSIS

The Bankruptcy Code requires that a creditor with a right to vote either accept the Plan or that such creditor receive under the Plan at least as much as it would receive if the Debtor's assets were liquidated in and the proceeds distributed under a Chapter 7 liquidation case. This is generally known as the "best interests of creditors" test. To apply the test, one must value the Debtor's assets at the dollar amount that would be generated from their distressed liquidation in the context of a Chapter 7 case by a trustee appointed by the Bankruptcy Court.

A Liquidation Analysis is, at best, a "projection" regarding hypothetical events. As such, it is an estimate that may be inaccurate. It is the opinion of the Debtor that, in a hypothetical Chapter 7 case, (1) the gross sale price for Boca Fashion Village, and any personal property associated with Boca Fashion Village, would be no more than $39,500,000, (2) Secured Lender is the only creditor that would be paid in full, (3) all other secured and unsecured creditors would recover nothing. The Debtor's more detailed analysis follows:

Gross Sale Price	$39,500,000
Costs of Sale (10%)	($3,950,000)
Trustees Fees	($560,000)
Trustees Attorney's Fees	($75,000)
Administrative Expenses of Superseded Chapter 11 Case	($350,000)
Estimated Amount available for Distribution to all Creditors	$34,565,000
Secured Lender Claim	($46,556,053)
Shortfall in Payment of Secured Lender Claim	($11,991,053)
Available for Distribution to All Other Secured and Unsecured Creditors	-0-

In the opinion of the Debtor, the Plan meets the requisite "best interests of creditors" test.

ARTICLE IX.
RISK FACTORS

Distributions to creditors contemplated under the Plan are contingent upon many assumptions, some or all of which could fail to materialize and preclude the Plan from becoming effective or reduce anticipated distributions. Most important, however, is that the Plan is subject to approval by the various classes of creditors entitled to vote under the Bankruptcy Code and to confirmation of the Plan by the Bankruptcy Court. No assurance can be given that the Plan will be accepted by the requisite number and amount of creditors or confirmed by the Court. In that event, due to the costs and uncertainties inherent in a modified Plan of Reorganization or a conversion and liquidation under Chapter 7, all creditors of the estate face substantial risk that their recovery under such alternative circumstances may be substantially less favorable than their recovery provided for by the Plan.

ARTICLE X.
TAX CONSEQUENCES

Implementation of the Plan may result in federal, state and local tax consequences to the Debtor, to its members, and to its creditors. Neither rulings from the Internal Revenue Service (the "IRS") or any state or local taxing authority, nor tax opinions will be sought or obtained with respect to any consequences of the Plan. This Disclosure Statement Article is not a tax opinion; the description of potential tax consequences contained herein is provided solely for general informational purposes, no attempt has been made to identify the specific tax consequences to any specific party, and the information in this Article X cannot be relied upon for tax reporting or penalty avoidance purposes.

Because of the numerous uncertainties concerning the consequences of the Plan, including the outcome of the various claims contained in ongoing litigation, there is no assurance of any kind that a particular taxpayer will, in fact, be entitled to the tax treatment described in this Article X of the Disclosure Statement. EVERY PARTY POTENTIALLY AFFECTED BY THE PLAN IS STRONGLY ADVISED TO CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN.

The confirmation and execution of the Plan will have no material impact upon the Debtor. The Debtor does not, and cannot reasonably be expected to, express an opinion regarding any impact it will have upon creditors or Members.

ARTICLE XI.
CONFIRMATION OF THE PLAN

A. Voting Procedures.

A ballot to be used for voting your acceptance or rejection of the Plan is being mailed to you together with this Disclosure Statement and the Plan. Holders of claims should read the instructions carefully, complete, date and sign the ballot, and transmit it in the envelope enclosed. IN ORDER TO BE COUNTED, YOUR BALLOT MUST BE RECEIVED AT THE INDICATED ADDRESS NOT LATER THAN 4:00 P.M. (PREVAILING EASTERN TIME) ON _____, 2011. FAILURE TO VOTE OR A VOTE TO REJECT THE PLAN WILL NOT AFFECT THE TREATMENT TO BE ACCORDED A CLAIM OR INTEREST IF THE PLAN NEVERTHELESS IS CONFIRMED.

If more than one-half in number of claimants voting and at least two-thirds in amount of the allowed claims of such claimants in each class of claims vote to accept the Plan, such classes will be deemed to have accepted the Plan. If at least two-thirds in amount of the shares voted in a class of equity interests are voted to accept the Plan, such Class will be deemed to have accepted the Plan. For purposes of determining whether a class of claims or interests has accepted or rejected the Plan, only the votes of those who have timely returned their ballots will be considered.

B. Hearing on Confirmation.

The hearing on confirmation of the Plan has been set for before the Honorable Kevin J. Carey, United States Bankruptcy Judge, sitting before the United States Bankruptcy Court for the District of Delaware. The Bankruptcy Court shall confirm the Plan at that hearing only if certain requirements, as set forth in section 1129 of the Bankruptcy Code, are satisfied.

C. Feasibility.

The Debtor must also establish that confirmation of the Plan is not likely to be followed by the Reorganized Debtor's liquidation, or the need for further financial reorganization. To the extent necessary, the Debtor will present testimony with respect to feasibility at the hearing on confirmation of the Plan. The Debtor believes that the Plan is feasible and that the Bankruptcy Court will so find, but a Bankruptcy Court finding of feasibility does not guarantee that the Debtor will successfully complete or pay all its obligations under the Plan.

D. Treatment of Dissenting Classes of Creditors.

The Bankruptcy Code requires the Bankruptcy Court to find that the Plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the Plan. Upon such a finding, the Bankruptcy Court may confirm the Plan despite the rejection of a dissenting class. The Debtor has requested that the Court confirm the Plan even if creditors holding claims in impaired classes do not accept the Plan.

E. Effect of Confirmation.

Confirmation of the Plan shall operate on the Effective Date as a discharge of the Debtor from all claims and indebtedness that arose before the Effective Date, except for those unclassified claims that the Reorganized Debtor agrees to pay as a continuing obligation. All such discharged claims and indebtedness shall be satisfied by the cash payment or other consideration provided under the Plan. Upon Confirmation, all property of the Debtor's estate shall be free and clear of all claims and interests of creditors, except as otherwise provided in the Plan or the order of the Bankruptcy Court confirming the Plan. The Reorganized Debtor shall be vested with all assets of the Debtor's estate. The provisions of the Plan shall bind the Debtor, the Reorganized Debtor, and all other parties in interest, including any creditor of the Debtor, whether or not such creditor is impaired under the Plan and whether or not such creditor has accepted the Plan.

F. Consequences of the Failure to Confirm the Plan.

In the event the Court declines to confirm the Plan, whether due to a failure of a new or revised plan of reorganization may be offered, the case may be dismissed, or the case may be converted to a Chapter 7 case.

ARTICLE XII.
CONDITIONS TO EFFECTIVE DATE

Notwithstanding any other provision of the Plan or the Confirmation Order, the Effective Date of the Plan shall not occur unless:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court in a form acceptable to the Debtor and the Confirmation Order shall have become a Final Order; provided, however, that the Effective Date may occur at a point in time when the Confirmation Order is not a Final Order unless the Confirmation Order has been stayed, reversed or vacated. The Effective Date may occur, again at the option of the Debtor, on first business day immediately following the expiration or other termination of any stay or effectiveness of the Confirmation Order.

(b) The Reorganized Debtor and the Secured Lender shall have entered into the Amended and Restated Loan Agreement, the New Promissory Note, the New Deed of Trust, the New Assignment of Leases and Rents and the New Limited Guaranty and all such documents shall have been executed and delivered and all conditions precedent to the effectiveness of such documents shall have been satisfied or waived by the Debtor and the Secured Lender.

(c) All authorizations, consents and regulatory approvals required, if any, in connection with the consummation of the Plan shall have been obtained, and all actions, documents and agreements necessary to implement the Plan shall have been effected or executed.

ARTICLE XIII.
SATISFACTION OF INDEBTEDNESS, DISCHARGE OF CLAIMS AND RELATED PROVISIONS

A. Satisfaction of Indebtedness and Discharge of Claims.

The distribution made to the various classes of creditors as provided for in this Plan shall be in full and complete satisfaction of their Allowed Claims and Allowed Interests. Except to the extent provided for in this Plan, Confirmation shall operate, upon the Effective Date, as a discharge of any and all debts and claims as defined in section 101(5) of the Bankruptcy Code against the Debtor or Debtor in Possession that arose at any time prior to Confirmation. The discharge of the Debtor and the discharge of claims against the Debtor, whether asserted against the Debtor or the Debtor in Possession, shall be effective as to each claim, regardless of whether or not (a) the claim was scheduled, (b) a proof of claim was filed, (c) the claim is an Allowed Claim or (d) the holder thereof voted to accept the Plan.

B. Release of Liabilities under Limited Guaranty and Related Injunction.

AS OF THE EFFECTIVE DATE, AND IN CONSIDERATION FOR IPS'S AGREEMENT TO ACT AS GUARANTOR UNDER THE NEW LIMITED GUARANTY, THE SECURED LENDER SHALL BE DEEMED TO HAVE FOREVER RELEASED, WAIVED AND DISCHARGED ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DEMANDS, DEBTS, CAUSES OF ACTION AND LIABILITIES SECURED LENDER MAY HAVE AGAINST IPS WITH RESPECT TO THE LIMITED GUARANTY AND SHALL BE PERMANENTLY ENJOINED FROM CONTINUING WITH THE PROSECUTION OF THE LIMITED GUARANTY CASE.

C. Exculpation.

As of the Effective Date, the Debtor, the Manager, IPS and the Committee, and each of their respective present or former officers, members, employees, accountants, advisors, attorneys, consultants, experts or other agents, shall not have or incur any liability to any entity for any act or omission taken on or after the Petition Date in connection with or arising out of the negotiation of the Plan or other related document, the pursuit of Confirmation, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan. The Debtor, the Manager, IPS and the Committee shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan and any related document. In no event shall any party exculpated from liability under this section be exculpated from liability in the case of gross negligence, fraud or willful misconduct.

D. No Liability for Solicitation or Participation.

Pursuant to section 1125(e) of the Bankruptcy Code, the Confirmation Order will provide that all of the persons who have solicited acceptances or rejections of the Plan (including the Debtor, the Manager, IPS and the Committee, and each of their respective present or former officers, members, employees, accountants, advisors, attorneys, consultants, experts or other agents) have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and are not liable on account of such solicitation or participation or for violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan.

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RESPECTFULLY SUBMITTED this 7th day of October, 2011.

CHARLESTON ASSOCIATES, LLC

By: Boca Fashion Village Syndications Group MM, Inc., Manager of Charleston Associates, Inc.

By: _____
Jeffrey P. Dragovich, Secretary, Boca Fashion Village Syndications Group MM, Inc.