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8 **UNITED STATES BANKRUPTCY COURT**
9 **FOR THE DISTRICT OF ARIZONA**

10 In re:	Chapter 11
11 OPPENHEIMER PARTNERS PROPERTIES, 12 LLP,	Case No.: 2-11-bk-33139-SSC
13 Debtor.	

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15 **PLAN OF REORGANIZATION PROPOSED BY THE DEBTOR**
16 **DATED MARCH 21, 2012, AS MODIFIED**
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INTRODUCTION

Oppenheimer Partners Properties LLP (“Oppenheimer” or “Debtor”) proposes the following Plan of Reorganization for the resolution of the Claims against the Debtor and Equity Interests. All Creditors and Parties in Interest should refer to the Disclosure Statement contemporaneously filed with this Plan for a discussion of the Debtor's history, business, properties, results of operations, risk factors, and a summary and analysis of the Plan and related matters. All Creditors and holders of Equity Interest are encouraged by Oppenheimer to read the Plan, the Disclosure Statement and the related materials in their entirety before voting to accept or reject the Plan.

Subject to the restrictions on modifications set forth in § 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and the Plan, Oppenheimer expressly reserves the right to alter, amend, modify or revoke this Plan, one or more times, before the Plan's substantial consummation.

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1. DEFINITIONS, RULES OF CONSTRUCTION AND COMPUTATION OF TIME

1.1. Defined Terms. For purposes of this Plan, and except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in this Section 1.

1.1.1. Administrative Expense Claims. Claims and expenses which are allowed pursuant to § 503(b) of the Bankruptcy Code and which are entitled to priority pursuant to § 507(a)(1) of the Bankruptcy Code.

1.1.2. Administrative Convenience Claims. Claims against the Debtor that otherwise would be included in the General Unsecured Classes of the Plan, but are separately classified because the size of the Claim makes it more convenient for the Estate to handle the Claim separately from the much larger Claims.

1.1.3. Affiliates. This term has the meaning set forth in § 101(2) of the Bankruptcy Code.

1.1.4. Allowed Claim. A Claim (a) with respect to which a Proof of Claim has been filed with the court within the applicable period of limitation fixed by the Federal Rules of Bankruptcy Procedure, Rule 3003, or (b) scheduled in the list of Creditors prepared and filed with the Court pursuant to Federal Rules of Bankruptcy Procedure, Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, and in either case, as to which no objection to the allowance thereof has been filed within any applicable period of limitation fixed by Federal Rules of Bankruptcy Procedure, rule 3007, the Plan, an order of the Court, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal and as to which no appeal is pending. An Allowed Claim shall include post-petition interest to pay the present value of the Allowed Claim through the Plan. Unless otherwise specified in the Plan, the rate of interest will be the 10 year Treasury Bill rate, which is 1.76%,

1.1.5. Allowed Secured Claim. A Claim that is both an Allowed Claim and a Secured Claim.

1.1.6. Allowed Unsecured Claim. A Claim that is both an Allowed Claim and an Unsecured Claim.

1.1.7. Avoidance Actions. A lawsuit commenced pursuant to Bankruptcy Code §§ 547, 548, 549 and/or 550 to recover for the benefit of the Estate, a transfer of property

1 to a third party.

2 **1.1.8. Ballot.** The ballot for accepting or rejecting the Plan which will be
3 distributed to holders of Claims in Classes that is impaired under this Plan and is entitled
4 to vote on this Plan.

5 **1.1.9. Bankruptcy Code.** The Bankruptcy Reform Act of 1978, sometimes
6 referred to as the Bankruptcy Code of 1978, as contained in Title 11 U.S.C.A. §101, *et*
7 *seq.*, and all amendments thereto.

8 **1.1.10. Bankruptcy Court.** The United States Bankruptcy Court for the District
9 of Arizona, Phoenix Division, or any other court that exercises jurisdiction over all or
10 part of the Bankruptcy Cases, including the United States District Court for the District of
11 Arizona to the extent that the reference of all or part of the Bankruptcy Cases is
12 withdrawn.

13 **1.1.11. Bankruptcy Rules.** The Federal Rules of Bankruptcy Procedure
14 promulgated under 28 U.S.C. § 2075 and the local rules of Court, as applicable during the
15 term of the Bankruptcy Cases.

16 **1.1.12. Bankruptcy Case.** The above-captioned Chapter 11 case.

17 **1.1.13. Bar Date.** The last day the Court will allow a Proof of Claim to be filed
18 in this bankruptcy proceeding. The Bar Date is usually the date set for the hearing on
19 approval of the Disclosure Statement and notice of the Bar Date will accompany the
20 notice setting the hearing on approval of the Disclosure Statement, unless another
21 deadline has been set by the Court.

22 **1.1.14. Business Day.** Every day except Saturdays, Sundays and holidays
23 observed by the Bankruptcy Court.

24 **1.1.15. Cash.** Any legal tender of the United States.

25 **1.1.16. Cash Collateral.** Cash, negotiable instruments, documents of title,
26 securities, deposit accounts, or other cash equivalents whenever acquired in which the
27 estate and an entity other than the estate have an interest and includes the proceeds,
28 products, offspring, rents, or profits of property subject to a security interest as provided
in § 522(b) of the Bankruptcy Code, whether existing before or after the commencement
of a case under Title 11 of the Bankruptcy Code.

1.1.17. Causes of Action. Any and all actions, proceedings, causes of action,
suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to
equitable remedies, rights to payment and claims (as defined in Section 101(5) of the
Bankruptcy Code), whether known, unknown, reduced to judgment, not reduced to
judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed,
undisputed, secured or unsecured and whether asserted or assertable, directly or
derivatively, in law, equity or otherwise.

1.1.18. Chapter 11. The sections in the Bankruptcy Code 11 U.S.C. § 101, *et*
seq., Public Law 95-598, effective October 1, 1979, as amended, unless otherwise
specified.

1.1.19. Claim. A right to (1) payment from the Debtor, whether or not such right
is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,
disputed, undisputed, legal, equitable, secured or unsecured; or (2) an equitable remedy

1 for breach of performance if such breach gives rise to a right to payment, whether or not
2 such right to an equitable remedy is reduced to judgment, fixed, contingent, matured,
unmatured, disputed, undisputed, secured or unsecured.

3 **1.1.20. Claimant.** A holder of a Claim.

4 **1.1.21. Class.** One or more creditors grouped together as defined herein. The
5 Plan is intended to deal with all Claims against the Debtor of whatever character, whether
6 or not contingent or liquidated, and whether or not allowed by the Court pursuant to §
502(a) of the Bankruptcy Code. However, only those Claims allowed pursuant to §
502(a) of the Bankruptcy Code will receive payment under the Plan.

7 **1.1.22. Collateral.** Property which is pledged as security for the satisfaction of a
8 debt.

9 **1.1.23. Collateral Value.** The fair market value of any collateral as determined
by the Court.

10 **1.1.24. Confirmation.** The entry of the Confirmation Order on the docket of the
Chapter 11 Cases, subject to all conditions specified having been satisfied or waived.

11 **1.1.25. Confirmation Date.** The date upon which the Bankruptcy Court enters
12 the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of
Bankruptcy Rules 5003 and 9021.

13 **1.1.26. Confirmation Hearing.** The hearing regarding confirmation of the Plan
14 conducted by the Bankruptcy Court pursuant to Bankruptcy Code § 1128, including any
adjournment or continuation of that hearing from time to time.

15 **1.1.27. Confirmation Order.** The Final Order of the Bankruptcy Court
16 determining that the Plan meets the requirements of Chapter 11 of the Bankruptcy Code
and is entitled to Confirmation.

17 **1.1.28. Creditor.** A person or entity holding Allowed Claims against the Debtor
18 for the debts, liabilities, demands or Claims of any character whatsoever, as defined in §
101(4) of the Bankruptcy Code.

19 **1.1.29. Creditors' Committee.** The Official Committee of Unsecured Creditors
20 appointed pursuant to Section 1102(a) of the Bankruptcy Code, if one has been
appointed.

21 **1.1.30. Cure.** The distribution of Cash, or such other property as may be agreed
22 upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of
an executory contract or unexpired lease, pursuant to Section 365(b) of the Bankruptcy
23 code, in an amount equal to all unpaid monetary obligations, without interest, or such
other amount as may be agreed upon by the parties, under such executory contract or
24 unexpired lease, to the extent such obligations are enforceable under the Bankruptcy
Code and applicable non-bankruptcy law.

25 **1.1.31. Debtor.** Debtor shall refer to the Debtor Oppenheimer Partners
26 Properties, LLC.

27 **1.1.32. Deficiency Claim.** An Unsecured Claim against the Debtor which
28 amounts to the difference between the amount of the Secured Parties' Claim as timely
filed, and allowed by the court and the value of the Secured Creditor's collateral.

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1.1.33. Disallowed Claim or Disallowed Equity Interest. A claim or any portion thereof, or an Interest or any portion thereof, that (1) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which a proof of claim or interest bar date has been established but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy court pursuant to either the Bankruptcy code or any Final Order of the Bankruptcy court or otherwise deemed timely filed under applicable law, or (c) is not Scheduled and as to which a proof of claim or interest bar date has been set but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.1.34. Disclosure Statement. The Disclosure Statement in Support of Debtor's Plan as it may be amended or supplemented.

1.1.35. Disputed Claim. Every Claim: (a) that is scheduled by the Debtor as disputed, contingent, or unliquidated; and/or (b) that is not an Allowed Claim.

1.1.36. Effective Date. August 1, 2013.

1.1.37. Equity Interest. The interest held by the holder of partnership interest in the Debtor.

1.1.38. Estate. The bankruptcy estate of the Debtor created under Bankruptcy Code § 541.

1.1.39. Executory Contract. Every unexpired lease and other contract which is subject to being assumed or rejected under Bankruptcy Code § 365.

1.1.40. Exhibit. Any document attached to either this Plan or attached as an appendix to the Disclosure Statement.

1.1.41. Exhibit Filing Date. The date on which Exhibits to the Plan or the Disclosure Statement shall be filed with the Bankruptcy Court, which date shall be at least five (5) days prior to the voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice to parties in interest.

1.1.42. Exit Financing Requirements. The amount of money necessary to pay all the payments due under the Plan on the Effective Date.

1.1.43. Final Order. An order of the Court which, not having been reversed, modified or amended and not being stayed and the time to appeal from which or to seek review or rehearing of which having expired, and no such appeal, review, certiorari or rehearing is pending, has become conclusive of all matters adjudicated thereby and in full force and effect.

1.1.44. Gap Claims. If this case was an Involuntary Chapter 11 filing and in that case means those claims incurred by the Debtor after the filing of the Involuntary Chapter 11 filing and the entry of the Order for Relief, and includes those debts arising from the Debtor's operations and its professional fees.

1.1.45. Impaired/Impaired Class. Under § 1124 of the Bankruptcy Code, a Class of Claims is impaired under a Plan unless, with respect to each Claim of such

1 Class: (i) it is paid in full on the Effective Date of the Plan; (ii) the Plan leaves unaltered
2 the legal, equitable and contractual rights to which such Claim entitles the holder to such
3 Claim; of (iii) all defaults are cured, the original maturity of the Claim is reinstated and
4 the Claim is otherwise treated as provided in clause (ii) above.

5 **1.1.46. Interest.** The rights of the members of the Debtor.

6 **1.1.47. IRS.** The Internal Revenue Service.

7 **1.1.48. Lien.** A lien as described in Section 101(37) of the Bankruptcy Code,
8 except for a lien that has been avoided in accordance with Sections 544, 545, 546, 547,
9 548 or 549 of the Bankruptcy Code.

10 **1.1.49. Litigation Claims.** All rights, claims, torts, liens, liabilities, obligations,
11 actions, causes of action, avoidance actions, avoiding powers, proceedings, debts,
12 contracts, judgments, offsets, damages and demands whatsoever in law or in equity
13 whether known or unknown, contingent or otherwise that the Debtor may have against
14 any person. This includes, but is not limited to, the claims discussed in the Disclosure
15 Statement.

16 **1.1.50. MidFirst.** MidFirst Bank.

17 **1.1.51. Original Note.** The promissory note dated June 1, 2007 in favor of
18 MidFirst Bank.

19 **1.1.52. Partners.** The people that own a partnership interest in the Debtor, *i.e.*,
20 Eric Hamburger and Karl Haytcher.

21 **1.1.53. Person.** An individual, corporation, partnership, joint venture,
22 association, joint stock company, limited liability company, limited liability partnership,
23 trust, estate, unincorporated organization, governmental unit (as defined in Section
24 101(27) of the Bankruptcy Code), or other entity (including, without limitation, the
25 Creditors' Committee).

26 **1.1.54. Petition Date.** December 2, 2011, the date on which the Debtor filed its
27 voluntary petition commencing this Bankruptcy Proceeding.

28 **1.1.55. Personal Property.** All personal property owned by the Debtor.

1.1.56. Plan. The Plan of Reorganization propounded by the Debtor and includes
each and every modification thereof.

1.1.57. Plan Confirmation. The entry by the court of an order confirming the
Plan at or after a hearing held pursuant to § 1128 of the Bankruptcy Code.

1.1.58. Preserved Lien(s). Any liens required under § 1124(2) of the Bankruptcy
Code.

1.1.59. Priority Claim(s). Any Claim or Claims entitled to priority pursuant to §
507(a) of the Bankruptcy Code other than a Tax Claim or a Claim for Administrative
Expenses.

1.1.60. Professional Charges. All professional fees and costs by professional
persons approved by the Bankruptcy court to serve the Debtor or the committee which
have accrued during the pendency of the Debtor's Bankruptcy Case, up to and including

1 the Confirmation Date.

2 **1.1.61. Property.** All real and personal Property (individually or as a whole) of
3 the Estate of the Debtor as previously or hereafter determined by Final Order of a court of
4 competent jurisdiction and/or as defined in § 541 of the Bankruptcy Code including, but
not limited to, any and all Claims or cause of action in favor of the Debtor against third
parties (except as otherwise provided herein).

5 **1.1.62. Property Broker.** The independent person engaged to market and sell the
6 property or any portion thereof.

7 **1.1.63. Proponent.** The Debtor which is proposing the Plan of Reorganization.

8 **1.1.64. Pro Rata.** Pro Rata means proportionally, so that the ratio of the
9 consideration distributed on account of an Allowed Claim in the Class (or sub-class) and
consideration distributed on account of all Allowed Claims the Class (or sub-class) is the
same as the ratio of the Allowed Claims in the Class (or sub-class).

10 **1.1.65. Real Property.** All real property or real estate.

11 **1.1.66. Released Parties.** The Debtor and the Debtor's affiliates, principals,
12 employees, agents, consultants, independent contractors, officers, directors, financial
advisors, attorneys and other professionals.

13 **1.1.67. Reorganized Debtor.** The Debtor, after Confirmation of the Plan, and its
14 successors and assigns.

15 **1.1.68. Scheduled.** Any Claim or Interest, the status, priority and amount, if any,
of such Claim or Interest as set forth in the Schedules.

16 **1.1.69. Schedules.** The Schedules of assets and liabilities and the statement of
17 affairs filed in the Chapter 11 case by the Debtor, as such schedules or statement has been
or may be amended or supplemented from time to time in accordance with Bankruptcy
Rule 1009 or orders of the Bankruptcy Court.

18 **1.1.70. Secured Claim(s).** Any Claim, other than a Tax Claim, secured by
19 Property of the Debtor under a duly perfected security interest, to the extent of the value
of the Collateral (security), as determined in accordance with § 506 of the Bankruptcy
20 Code.

21 **1.1.71. Secured Creditor(s).** Any Creditor(s), other than taxing entities, who
22 hold a lien, security interest or other encumbrance which has been properly perfected as
required by law with respect to property owned by the Debtor.

23 **1.1.72. Subordinated Claims.** Those claims of the Affiliates which have entered
24 into an agreement with the Creditors' Committee to subordinate their Allowed Claims to
all other Allowed Claims.

25 **1.1.73. Tax Claim(s).** Any Claim for taxes entitled to priority pursuant to §
26 507(a)(7) of the Bankruptcy Code.

27 **1.1.74. Term of the Plan.** That period after the Effective Date during which
28 payments are being made to Creditors pursuant to the Plan.

1.1.75. Unsecured Claim(s). Any Claims not secured by collateral of the estate.

1 **1.1.76. Unsecured Creditor(s).** Any Creditor(s) of Debtor holding Unsecured
2 Claims of any character whatsoever, except Claims entitled to priority pursuant to § 507
3 of the Bankruptcy Code.

4 **1.1.77. Unsecured Deficiency Claimant(s).** Those Claims resulting from the
5 excess of the Secured Claims over the Collateral Value, as determined pursuant to § 506
6 of the Bankruptcy Code or unless otherwise agreed to by the Secured Creditors.

7 **1.1.78. Zazu Pannee.** Means the Property and, generally, it refers to the business
8 that the Debtor runs, and the renting and leasing of residential units to consumers and
9 corporate clients.

10 **1.2. Undefined Terms.** Terms and phrases, whether capitalized or not, that are used
11 and not defined herein, but are defined by the Bankruptcy Code, have the meanings ascribed to
12 them in the Bankruptcy Code. Terms and phrases, whether capitalized or not, not defined herein
13 and not defined by the Bankruptcy Code, but which have been defined by motions and orders
14 filed in this Chapter 11 case have the meaning ascribed to them in such motions and orders.

15 **1.3. Rules of Interpretation.** For purposes of this Plan: (a) any reference in the Plan
16 to a contract, instrument, release, indenture or other agreement or document being in a particular
17 form or on particular terms and conditions means that it shall be *substantially* in such form or
18 *substantially* on such terms and conditions; (b) any reference in the Plan to an existing document
19 or exhibit filed or to be filed means such document or exhibit as it may have been or **may** be
20 amended, modified, or supplemented; (c) unless otherwise specified, all references in the Plan to
21 Sections, Articles, Appendices, Schedules and Exhibits are to the Sections, Articles, Appendices,
22 Schedules and Exhibits of or to the Plan; (d) the words “herein” or “hereto” refer to the Plan in
23 its entirety rather than to a particular portion of the Plan; (e) the headings and captions used in
24 this Plan are for convenience and reference only and are not intended to be a part of or affect the
25 interpretation of the Plan and shall not limit or otherwise affect the provisions hereof; (f) words
26 denoting the singular number shall include the plural number and vice versa; (g) words denoting
27 one gender shall include the other gender; and (h) the rules of construction set forth in Section
28 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

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

19 **2. TREATMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX** 20 **CLAIMS.**

21 As provided in Bankruptcy Code § 1123(a)(1), Administrative Expenses and Priority Tax
22 Claims are not classified for purposes of voting on or receiving distribution under this Plan.
23 Holders of Administrative Expenses and Priority Tax Claims are not entitled to vote on this Plan,
24 but rather are treated separately in accordance with the sections below in Section 2 of the Plan
25 and under § 1129(a)(9)(A) of the Bankruptcy Code.

26 Administrative Expenses consist of the costs and expenses of administration as defined in
27 § 503 of the Bankruptcy Code for which application or allowance is made, or a Claim is filed, as
28 the same are allowed, approved and ordered paid by the Court. Administrative Expenses
include: (1) all Claims arising under § 330 of the Bankruptcy Code, including reasonable
compensation for actual and necessary services rendered by a professional person (including the
Trustee and his attorneys) and by any paraprofessional person employed by such based on,
among other things, the nature, extent and value of such services, the time spent on such
services, and the cost of comparable services other than in a case under Title 11; (2) the costs and
expenses of the administration of this proceeding including, but not limited to, any Bankruptcy
Court Clerk fees or Court Reporter's fees which have not been paid, and the cost of reproduction

1 and mailing of this Plan and the Disclosure Statement; (3) any post-petition operating expenses
2 of the Debtor which are due and unpaid at Confirmation; (4) the actual and necessary costs of
preserving the Estate; and (5) any outstanding pre-confirmation quarterly fee payments owed by
the Debtor to the United States Trustee.

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4 **2.1. Payment of Administrative Expenses Incurred in the Ordinary Course.**
Administrative Expenses with respect to liabilities incurred by the Debtor in the ordinary course
of business during the Chapter 11 case shall be paid in the ordinary course of business in
5 accordance with the terms and conditions of any agreements relating thereto.

6 **2.2. Payment of Administrative Expenses Not Incurred in the Ordinary Course.**
All payments of Administrative Expenses not incurred in the ordinary course of business and all
7 payments of Allowed Administrative Expenses for Rent or Lease Payments for Leases that
terminated after the commencement of this Bankruptcy Case or were rejected by the Debtor,
8 quarterly fees owing to the United States Trustee and other fees owing pursuant to Section 1930
of Title 28 of the United States code shall be paid, unless paid earlier pursuant to Court Order, on
9 the later of: (1) the Effective Date; (2) ten (10) days after an Order approving the Administrative
Expense is entered if the Claim is one of a professional person employed under Sections 327 or
10 1103 of the Bankruptcy Code; (3) twenty (20) days after the Claim becomes an Allowed Claim
for all other Administrative Expenses; or (4) on the date an Administrative Expense becomes
11 payable pursuant to any agreement between the Debtor and the holder of such Administrative
Expense.

12 **2.3. Priority Tax Claims.** Each Allowed Priority Tax Claim, as allowed pursuant to
13 11 U.S.C. § 507(a)(8), shall be paid in full satisfaction, release, settlement and discharge of the
Claim in full on the later of the Effective Date or the date when the Priority Tax Claim comes
14 due in the ordinary course. The priority tax claims are held by the IRS and is in the amount of
\$1,918.63 and the City of Phoenix in the amount of \$2,112.73.

15 **2.4. Post Confirmation Professional Fees.** Professional fees for services rendered in
16 connection with the Chapter 11 case and the Plan after the Confirmation Date shall be paid by the
Debtor in the ordinary course without the need for Application or Bankruptcy Court
17 authorization or a Final Order.

18 **3. CLASSIFICATION OF CLAIMS AND INTERESTS**

19 **3.1. Introduction.** Pursuant to § 1122 of the Bankruptcy Code, set forth below is a
20 designation of classes of Claims and Interests in the Debtor. A Claim or Interest is placed in a
particular Class for the purpose of voting on the Plan and of receiving distributions pursuant to
21 the Plan only to the extent that such Claim or Interest is an Allowed Claim or an Allowed
Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled
22 prior to the Effective Date. In accordance with § 1123(a)(1) of the Bankruptcy Code, the
Administrative Expenses and Priority Tax Claims of the kinds specified in §§ 507(a)(1) and 507
23 (a)(8) of the Bankruptcy Code have not been classified, and their treatment is as set forth in
Section 2 above.

24 **3.2. Class 1: Priority Claims.** Class 1 consists of all Allowed Claims entitled to
priority under Bankruptcy Code § 507(a): (4), (5), (6), or (9).

25 **3.3. Class 2: Administrative Convenience Claims.** Class 2 shall consist of the
26 Administrative Convenience Claims against the Debtor. Claimants in the Administrative
Convenience Class includes all unsecured Claims that will otherwise be in Class 7, against the
27 Debtor in the amount of \$500.00 or less (in the aggregate for any one Creditor) or those creditors
that elect to reduce their Allowed Claim to the amount of \$500.00 in their ballot. The total
28 amount of Administrative Convenience Claims in this case is in the approximate amount of

1 \$2,451.09. A list of all Administrative Convenience Claims scheduled by the Debtor is attached
2 to the Disclosure Statement as **Exhibit 2**.

3 **3.4. Class 3: MidFirst Secured Claim.** Class 3 consists of the Secured Claim of
4 MidFirst in the amount of \$10,007,532.11. The MidFirst Secured Claim is secured by a first lien
5 deed of trust on the Debtor's real and personal property assets and is guaranteed by each of the
Partners. The MidFirst Secured Claim is secured by a first consensual lien deed of trust on the
Debtor's real and personal property and by a first priority security interest in the Cash Collateral
and is guaranteed by each of the Partners.

6 **3.5. Class 4: Maricopa County Treasurer Secured Claim.** Class 4 consists of the
7 Allowed Secured Claim of the Maricopa County Treasurer which has an approximate principal
amount of \$33,546.24 secured in a senior position on the Debtor's Real Property.

8 **3.6. Class 5: MidFirst's Deficiency Claim.** Class 5 consists of the Deficiency Claim
9 of MidFirst in the amount of \$1,881,171.24 and which is guaranteed by each of the Partners.

10 **3.7. Class 6: Zazu Renter's Claim.** Class 6 consists of the Zazu Renters for the
11 return of a security deposit. A Zazu Renter is someone who provided Oppenheimer with a
12 security deposit in connection with residential lease agreement and whose lease terminated prior
13 to the Petition Date, and who on the Petition Date was owed the return of some or all of the
14 security deposit. The Allowed Claims in this class are priority unsecured claims under 11 U.S.C.
§ 507(a)(7). A list of all potential Class 6 members includes: Antonio Plemons, Divya Tewari,
Jasmine Banks, Jason Gonzalez, John Robertson, Lawrence Fischer, Louise Brown, Scott
Wilson, Tremaine Powell, William Mburu and Claudia Galaviz. All but two of these potential
class members claims are scheduled as disputed by the Debtor on Schedule E. The only Allowed
Class 6 claim belongs to Lawrence Fischer and Jason Gonzales.

15 **3.8. Class 7: Unsecured Claims.** Class 7 consists of all Allowed Unsecured Claims
16 not in Class 1, Class 4, Class 5 or Class 7. The total amount of Unsecured Claims in this case is
in the approximate amount of \$168,723.20. A list of all Unsecured Claims scheduled by the
Debtor is attached to the Disclosure Statement as **Exhibit 4**.

17 **3.9. Class 8: Subordinated Unsecured Claims.** Class 8 consists of the Allowed
18 Unsecured Claim of the Partners. The claims in Class 8 are subject to a voluntary subordination
of the Partners on the condition that the Plan is confirmed and the injunction described in this
19 Plan in their favor is ordered. The Subordinated Unsecured claims are in the amount of
\$109,884.82.

20 **3.10. Class 9: Equity Interests.** Class 9 consists of the Equity Interests of the Debtor.

21 **3.11. Elimination of Classes.** Any Class that is not occupied as of the date of the
22 hearing on confirmation of this Plan by an Allowed Claim or a Claim temporarily allowed
pursuant to Rule 3019 of the Bankruptcy Rules shall be deemed deleted from this Plan for
23 purposes of voting on acceptance or rejection of this Plan and for the purpose of determining
whether this Plan has been accepted by such Class pursuant to Section 1129 of the Bankruptcy
24 Code.

25 **4. TREATMENT OF CLAIMS AND EQUITY INTERESTS**

26 **4.1. Class 1: Priority Claims.**

27 **4.1.1. Impairment and Voting.** Class 1 is unimpaired by the Plan. Therefore,
28 all holders of Allowed Class 1 Claims are deemed to have accepted the Plan.

1 **4.1.2. Distributions.** Allowed Claims in Class 1 shall be paid in full on the
latter of the Effective Date or when due.

2 **4.2. Class 2: Administrative Convenience Claims.**

3 **4.2.1. Impairment and Voting.** Class 2 is impaired by the Plan. Therefore, the
4 holders of the Allowed Class 1 Claims are allowed to vote on the Plan.

5 **4.2.2. Distributions.** Class 2 shall be paid the full amount of their Allowed
6 Claims on the first day of the sixth month following the Effective Date.

7 **4.3. Class 3: MidFirst Secured Claim.**

8 **4.3.1. Impairment and Voting.** Class 3 is impaired by the Plan. Therefore,
MidFirst is entitled to vote on the Plan.

9 **4.3.2. Distributions.** Allowed Claims in Class 3 shall be paid in full and on the
10 basis of a note (referred to as the “A Note”) given to the holder of the Allowed Claims in Class
3 by the Debtor, as follows:

- 11 (a) The principal balance of the A Note, which shall be dated July 1,
12 2013, shall be in the amount of \$10,007,532.11. The A Note
shall be in a form and substance approved by MidFirst and Debtor.
- 13 (b) Interest shall accrue on the principal amount of the A Note at a
14 rate of 5.25% commencing on the July 1, 2013 and continuing
15 until the A Note is paid in full. Debtor shall make monthly
16 principal and interest payments on the A Note to MidFirst based
upon a twenty-five (25) year amortization. The first payment shall
17 be due and payable on August 1, 2013. The second payment shall
be due and payable on September 15, 2013 and monthly payments
18 shall be due on the fifteenth (15th) day of each month thereafter
until the entire principal balance of the A Note and all interest
19 accruing thereunder is paid in full. In relation to the payment due
on September 15, 2013, in addition to the monthly amortized
20 payment due, Debtor shall also pay the additional interest accruing
on the A Note from September 1, 2013 to September 15, 2013.
- 21 (c) (deleted)
- 22 (d) (deleted)
- 23 (e) The A Note will be due in full on July 1, 2023.
- 24 (f) There shall be no prepayment penalty.
- 25 (g) There shall be no reserves.
- 26 (h) There shall be no impounds.
- 27 (i) The A Note shall contain the following financial reporting
28 requirements by the Debtor to MidFirst:

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(1) Debtor will deliver a rent roll report every quarter commencing on the 25th day of the month after the end of the third quarter of 2013.

(2) Debtor will deliver operating reports in the same format as the existing United States Trustee quarterly post confirmation operating reports (with all banking statements and copies of presented and/or cashed checks) every quarter commencing on the 25th day of month after the end of the third quarter of 2013.

(3) Upon written request of MidFirst and within ten (10) business days of such request, Debtor will deliver copies of invoices for any single transfer over \$5,000 and for any group of transfers to the same payee where the total dollar amount of the transfer in the aggregate for the preceding quarter is more than \$5,000. This excludes the following categories of regularly recurring expenses: employee payroll, state and local taxes, insurance, and utilities. The request shall include a description with detail describing the concern and reasons for the request. Regardless of the reason provided by MidFirst, Debtor will be required to provide the requested information.

(4) Debtor shall provide, as soon as available after the end of every calendar year, and in any event not later than April 30th of each and every calendar year, complete copies of the Debtor's Arizona and Federal income tax returns for the previous calendar year, and in the event of an extension, a copy of such filed extension and delivery of the respective filed return within fifteen (15) days of the filing thereof;

(5) As to Debtor, the requirements for financial reporting in this section supersede any requirements in the deed of trust and existing loan documents. Any existing agreements between Debtor and MidFirst concerning financial conditions or reporting is terminated and of no force and effect.

(6) These reporting requirements shall terminate upon the payment in full of the A Note.

(7) These reports shall be sent to the attention of MidFirst and may be sent by US Mail, hand delivery or attached to emails.

(8) MidFirst will provide a monthly statement to Debtor concerning the amount due on the A Note and the date of the application of the principal and interest payment in the prior month.

- 1 (j) The Debtor and MidFirst shall bear their own attorneys' fees and
costs.
- 2 (k) Any previous default by the Debtor will be deemed cured by this
3 Plan.
- 4 (l) MidFirst (and/or a third-party inspector selected by MidFirst) shall
5 be allowed to inspect the Property no more than semi-annually
6 commencing on a date which is six months from the Effective
7 Date. The inspection shall not be allowed except with at least ten
8 (10) days written notice by U.S. Mail or hand delivery. The
9 inspection may include up to ten (10) units selected by MidFirst, in
10 its sole and absolute discretion, but not the units occupied by the
11 Partners or employees of the Debtor. Debtor may substitute two
12 (2) units of the units selected by MidFirst in its sole and absolute
13 discretion. This right to inspection terminates when the A Note is
14 paid in full. This section also supersedes any existing agreement
15 between Debtor and MidFirst as to property inspections.
- 16 (m) There shall be an "Event of Default" under the A Note if Debtor
17 fails to make any monetary payment within fourteen (14) calendar
18 days after such payment is due under the A Note. There shall also
19 be an "Event of Default" under the A Note if Debtor fails to
20 perform any other non-monetary obligation to MidFirst under the
21 A Note, the deed of trust securing the A Note or the Plan,
22 including any obligation under the deed of trust, and such failure is
23 not cured within fifteen (15) business days after written notice
24 from MidFirst; provided, however, that the cure period shall be
25 extended for a period of not more than an additional thirty (30)
26 calendar days if the ability to cure such failure is not within the
27 reasonable control of Debtor, the failure can be cured by Debtor
28 within such extended cure period, and Debtor promptly and in
good faith undertakes the curing of such failure and diligently
thereafter in good faith pursues the curing to completion. An
Event of Default under the A Note shall be a default under the
Plan.

4.3.3. Retained Security Interest. MidFirst will retain its security interest provided in its existing Construction Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed by Oppenheimer, as Trustor, in favor of MidFirst, as Beneficiary, dated as of June 1, 2007, and recorded on June 12, 2007, as Instrument No. 20070678386 in the Official Records of Maricopa County, Arizona. MidFirst retains all of its rights and remedies as beneficiary under this deed of trust in the Event of a Default under the A Note including, without limitation, the right to accelerate all sums owed under the A Note and the right to foreclose upon the Property or to otherwise enforce the lien of the deed of trust. MidFirst will also retain its security interest in the Cash Collateral, which security interest will also secure the obligations due under the A Note. Debtor will execute any and all documents reasonably necessary to ensure MidFirst's first consensual lien deed of trust position and first priority security interest in the Cash Collateral including a UCC-1.

4.3.4. Personal Guaranty. The A Note will be guaranteed by the Partners in a new guaranty in form and substance acceptable to MidFirst and the Partners will have no liability on any guaranty of the original loan to MidFirst.

1 **4.3.5.** (deleted)

2 **4.3.6.** (deleted)

3 **4.4. Class 4: Maricopa County Treasurer Secured Claim.**

4 **4.4.1. Impairment and Voting.** Class 4 is impaired by the Plan. Therefore, holders of Allowed Class 4 Claims are entitled to vote on the Plan.

5 **4.4.2. Distributions.** Allowed Claims in Class 4 shall be paid in full as follows:

- 6 (a) The Allowed Claims in Class 4 will be paid on or before the Effective Date.
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- 8 (b) The Allowed Claims in Class 4 will be paid interest at 16.5% per annum.
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- 10 (c) The Debtor will pay reasonable attorney's fees incurred by the holder of the Allowed Claims in Class 4.

11 **4.4.3. Retained Security Interest.** Maricopa County Treasurer will retain its security interest in its collateral.

12 **4.5. Class 5: MidFirst Deficiency Claims.**

13 **4.5.1. Impairment and Voting.** Class 5 is impaired by the Plan. Therefore, MidFirst is entitled to vote on the Plan.

14 **4.5.2. Distributions.** Allowed Claims in Class 5, shall be paid in full and on the basis of a B Note given to the holder of the Allowed Claims in Class 5 by the Debtor, as follows:

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- 17 (a) The principal balance of the B Note, which shall be dated July 1, 2013, shall be in the amount of \$1,881,171.24. The B Note shall be in a form and substance approved by MidFirst and Debtor.
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- 19 (b) The B Note shall be due and payable in full on July 1, 2023.
- 20 (c) The B Note shall accrue interest at 2% per annum commencing on the Effective Date. With respect to the B Note, the Debtor shall make payments as follows:
- 21 1. \$10,000.00 per quarter.
- 22 2. The payments shall commence on the 15th day of October 2013, and shall continue to be paid quarterly on the 15th day of each quarter thereafter, until the B Note and all interest accruing thereunder is paid in full.
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- 25 (d) MidFirst shall provide a monthly statement to Debtor concerning the amount due on the B Note and the date of the application of any principle and interest payment in the prior month.
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- 27 (e) There shall be no prepayment penalty.
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- (f) There shall be no reserves.
- (g) There shall be no impounds.
- (h) The B Note will place no financial conditions or reporting requirements on Oppenheimer. Any existing agreement between Oppenheimer and MidFirst concerning financial conditions or reporting is cancelled.
- (i) The Debtor and MidFirst shall bear their own attorneys' fees and costs.
- (j) Any previous default by the Debtor will be deemed cured by this Plan.
- (k) There shall be an "Event of Default" under the B Note if Debtor fails to make any monetary payment within fourteen (14) calendar days after such payment is due under the B Note. There shall also be an "Event of Default" under the B Note if Debtor fails to perform any other non-monetary obligation to MidFirst under the B Note or the Plan, and such failure is not cured within fifteen (15) business days after written notice from MidFirst, provided, however, that the cure period shall be extended for a period of not more than an additional thirty (30) calendar days if the ability to cure such failure is not within the reasonable control of Debtor, the failure can be cured by Debtor within such extended cure period, and Debtor promptly and in good faith undertakes the curing of such failure and diligently thereafter in good faith pursues the curing to completion. An Event of Default under the B Note shall be a default under the Plan.

4.5.3. Personal Guaranty. The B Note will be guaranteed by the Partners in a new guaranty in form and substance acceptable to MidFirst and the Partners will have no liability on any guaranty of the original loan to MidFirst.

4.5.4. (deleted)

4.6. Class 6: Zazu Renter's Claims.

4.6.1. Impairment and Voting. Class 6 is impaired by the Plan. Therefore, the holder of a Class 5 Allowed Claim is entitled to vote on the Plan.

4.6.2. Distributions. Allowed Claims in Class 6 shall be paid in full as follows:

- (a) The Allowed Claims in Class 6 will be paid in full the later of thirty (30) days after it the Claim is Allowed, thirty days (30) after the Effective Date, or thirty (30) days after the Claim is no longer contingent. The Allowed Claim will not include and the Debtor will not pay any additional damages imposed by statute as the result of delay in payment.
- (b) (deleted)

1 (c) The Debtor and the holders of Class 6 Allowed Claims shall bear
2 their own attorneys' fees and costs.

3 (d) Any default of on the Zazu Renter's claims by the Debtor will be
4 deemed cured under this Plan.

4 **4.7. Class 7: Unsecured Claims.**

5 **4.7.1. Impairment and Voting.** Class 7 is impaired by the Plan. Therefore, a
6 holder of a Class 7 Allowed Claim is entitled to vote on the Plan.

7 **4.7.2. Distributions.** Claims in Class 7 shall be paid in full as follows:

8 (a) The Allowed Claims in Class 7 will receive payments quarterly
9 beginning on the last day of the month after the fourth full quarter
10 after the Effective Date of the Plan.

11 (b) The Debtor will make a quarterly payment to the Class 7 Claims of
12 \$10,000. The holders of Allowed Claims in Class 7 will each
13 receive a pro-rata distribution of the amount of their Allowed
14 Claim.

15 (c) The Allowed Unsecured Claims will be paid in full no later than
16 the end of the fourth full year of quarterly payments.

17 (d) (deleted)

18 (e) The Debtor and the holders of Class 7 Allowed Claims shall bear
19 their own attorneys' fees and costs.

20 **4.8. Class 8: Subordinated Unsecured Claims.**

21 **4.8.1. Impairment and Voting.** Class 8 is impaired by the Plan. The holders of
22 Class 8 Allowed Claims are entitled to vote, however, their acceptance will not be
23 considered for Plan Confirmation pursuant to 11 U.S.C. 1129(a)(10).

24 **4.8.2. Distributions.** Allowed Claims in Class 8 shall be paid in full on terms as
25 follows:

26 (a) Allowed Claims in Class 8 will be subordinated to Classes 1
27 through 7. Allowed Claims in Class 8 will be paid in full two
28 years after the payment of all allowed claims in Classes 1 through
29 7. This voluntary subordination is contingent on confirmation of
30 this Plan and the injunction described in this Plan in their favor is
31 Ordered.

32 (b) (deleted)

33 (c) The Debtor and the holders of Class 8 Allowed Claims shall bear
34 their own attorneys' fees and costs.

35 **4.9. Class 9: Equity Interests.**

36 **4.9.1. Impairment and Voting.** Class 9 is impaired by the Plan. Therefore, the
37 holder of a Class 9 Allowed Claim is entitled to vote on the Plan.

1 **4.9.2. Distributions.** The holders of Allowed Claims in Class 9 will retain their
2 interests in the Debtor and will contribute a total of \$50,000 on the Effective Date.

3 **4.10. Debtors' Rights and Defenses Reserved.** Except as otherwise provided in the
4 Plan, nothing herein shall affect the Debtors' rights and defenses, both legal and equitable, with
5 respect to any Claims including, but not limited to, all rights with respect to legal and equitable
6 defenses, setoffs or recoupment against Claims.

7 **4.11. Elimination of Classes.** Any Class that is not occupied as of the date of the
8 hearing on confirmation of this Plan by an Allowed Claim or a Claim temporarily allowed
9 pursuant to Rule 3019 of the Bankruptcy Rules shall be deemed deleted from this Plan for
10 purposes of voting on acceptance or rejection of this Plan and for the purpose of determining
11 whether this Plan has been accepted by such Class pursuant to Section 1129 of the Bankruptcy
12 Code.

5. ACCEPTANCE OR REJECTION OF THE PLAN

13 **5.1. Classes Entitled to Vote.** Each Impaired Class of Claims or Interest that is likely
14 to receive or retain any interest in property under the Plan shall be entitled to vote to accept or
15 reject the Plan. By operation of law, each Unimpaired Class of Claims is deemed to have
16 accepted the Plan and, therefore, is not entitled to vote to accept or reject the Plan. By operation
17 of law, each Class that will receive nothing under the Plan is deemed to have rejected the Plan.

18 **5.2. Acceptance by Impaired Classes.** An Impaired Class of Claims shall have
19 accepted the Plan if, of the Claims actually voting, the holders (other than any holder designated
20 under § 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in the amount of the
21 Allowed Claims and more than fifty percent (50%) in number of the Allowed Claims have voted
22 to accept the Plan.

23 **5.3. Cramdown.** The Debtor may request Confirmation of the Plan, as it may be
24 modified from time to time, under § 1129(b) of the Bankruptcy Code, even if all Impaired
25 Classes do not accept the Plan.

6. MEANS FOR IMPLEMENTATION OF THE PLAN

18 **6.1. Procedure to Implement the Plan.** On or before the Effective Date the Debtor
19 shall:

20 (a) Determine the amounts of all allowed Class claims and make all
21 calculations necessary for distributions under the Plan.

22 (b) Obtain consent from the necessary administrative creditors for alternative
23 treatment.

24 (c) Execute any documents necessary to implement the Plan.

25 **6.2. Sources of Cash for Plan Distributions.** The Debtor shall make all distributions
26 out of funds on hand, from the income from post-confirmation business operations and
27 collections. The Debtor anticipates refinancing the property sometime before the maturity of the
28 full payment on MidFirst's Allowed Claims. Finally, the Partners will contribute \$50,000 on the
Effective Date.

29 **6.3. Continued Existence.** The Reorganized Debtor shall continue to exist after the
Effective Date as a limited liability company, with all the powers of such entity under the laws of
the State of Arizona pursuant to the operating agreements in effect prior to the Effective Date,

1 except to the extent such are amended by this Plan or by order of the Bankruptcy Court.

2 **6.4. Directors, Officers and Management of the Debtor.** Eric Hamburger and Karl
3 Haytcher will be the Debtor's managers after the Effective Date. After confirmation the
4 managers will not receive compensation or benefits, other than incidental benefits not to
5 exceed \$100 in value for each manager per calendar month, in excess of the amounts listed
6 for each year in the projections that are Exhibit 8 to the Disclosure Statement, except that they
7 may continue to occupy the units that they currently occupy without cost. All restrictions on the
8 managers' compensation and benefits end when the A Note to MidFirst is paid in full.

6 **6.5. Preservation of Rights of Action and Settlement of Litigation Claims.** Except
7 as otherwise provided in this Plan of the Confirmation Order, or in any contract, instrument,
8 release, indenture or other agreement entered into in connection with the Plan, in accordance
9 with § 1129(b) of the Bankruptcy Code, the Debtor may, without Bankruptcy Court approval,
10 enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all claims, rights or
11 causes of actions, suits and proceedings, whether in law or in equity, known or unknown, that the
12 Debtor or the Estate may hold against any person or entity.

10 **6.6. Effectuating Documents; Further Transactions.** On or before the Effective
11 Date, the Debtor, the chairman of the board of directors, the president, the managing member or
12 other appropriate officer of the Debtor is authorized to execute, deliver, file or record such
13 contracts, instruments, releases, indentures and other agreements or documents, and take such
14 actions as may be necessary or appropriate to effectuate and further evidence the terms and
15 conditions of the Plan. The secretary of the Debtor, or any member with authority under the
16 operating agreement to do so, is authorized to certify or attest to any of the foregoing actions.

14 **6.7. Property Vests in the Debtor.** All Property, assets and rights of the estate of the
15 Debtor shall vest in the Debtor, free and clear of all liens, Claims and encumbrances of any kind
16 whatsoever, unless expressly provided for under this Plan. Debtor shall be able to manage its
17 affairs, subject only to the limitations set forth in this Plan, without the requirement of further
18 orders from the Bankruptcy Court.

17 **6.8. Continued Corporate Existence.** Oppenheimer shall continue to exist after the
18 Effective Date as an entity, with all the powers of a corporation under the laws of the State of
19 Arizona and pursuant to the certificate of incorporation and bylaws in effect prior to the
20 Effective Date, except to the extent such certificate of incorporation and bylaws are amended by
21 this Plan or by authority granted by order of the Bankruptcy Court.

20 **6.9. Preservation of Rights of Action and Settlement of Litigation Claims.** Except
21 as otherwise provided in this Plan of the Confirmation Order, or in any contract, instrument,
22 release, indenture or other agreement entered into in connection with the Plan, in accordance
23 with § 1123(b) of the Bankruptcy Code, the Debtor may enforce, sue on, settle or compromise
24 (or decline to do any of the foregoing) all claims, rights or causes of actions, suits and
25 proceedings, whether in law or in equity, known or unknown, that the Debtor or the Estate may
26 hold against any person or entity.

24 **7. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

25 **7.1. Amended Contracts.** The Confirmation Order will provide for the assumption or
26 rejection of such Executory Contracts as in the judgment of the Debtor if necessary for the
27 benefit of the Debtor and the Estate.

27 **7.2. Rejected If Not Assumed.** All contracts and leases of Debtor that constitute
28 Executory Contracts or unexpired leases as of the date of filing the Chapter 11 petition for relief
shall be rejected as of the Effective Date, except for such contracts and leases that (a) have been

1 assumed or rejected pursuant to Section 8.1; (b) have been renegotiated and either assumed or
2 rejected on renegotiated terms pursuant to an order of the Bankruptcy Court entered prior to the
3 Effective Date; (c) are the subject of a motion to assume that is pending before the Bankruptcy
4 Court on the Effective Date; (d) are the subject of a motion to approve renegotiated terms and
5 assumption or rejection on renegotiated terms that is pending before the Bankruptcy Court on the
6 Effective Date; or (e) are specifically treated otherwise in this Plan, the Confirmation Order or
7 other order of the Court.

8 **7.3. Disputes as to Executory/Unexpired Status.** If, on the Effective Date, there is a
9 pending dispute as to whether a contract is executory or a lease is unexpired, Debtor's right to
10 assume or reject such contract or lease shall be extended until the date that is thirty (30) days
11 after entry of a Final Order by the Bankruptcy Court determining that the contract is executory or
12 the lease is unexpired.

13 **7.4. Cure Upon the Assumption of Executory Contracts.** Upon the assumption of
14 any Executory Contract or unexpired lease (including an Executory Contract or unexpired lease
15 deemed to be such by assumption herein) including, without limitation, defaults specified in §
16 365(b)(10) of the Bankruptcy Code and any defaults specified in § 365(b)(2) of the Bankruptcy
17 Code, shall be deemed cured, except to the extent written demand for the cure of or
18 demonstration of ability to cure any default has been filed with the Bankruptcy Court and served
19 upon Debtor by the non-Debtor party to such Executory Contract or unexpired lease within thirty
20 (30) days after the date of service of notice of the Effective Date. In the absence of a timely
21 demand in accordance with the foregoing, Debtor's obligation to cure or demonstrate the ability
22 to cure shall be deemed waived, released and discharged. If any non-Debtor party to such
23 Executory Contract or unexpired lease timely serves and files such written demand, and Debtor
24 files an objection in writing to such demand within thirty (30) days thereafter, any monetary
25 amounts by which each Executory Contract to be assumed pursuant to the Plan is in default, shall
26 be satisfied, under § 365(b)(1) of the Bankruptcy Code, at the option of the Debtor, by Cure. If
27 there is a dispute regarding (a) the nature or amount of any cure, (b) the ability of the Debtor to
28 provide "adequate assurance of future performance" or (c) any other matter pertaining to
assumption, the dispute will be brought before the Bankruptcy Court and Cure shall occur
following the entry of a Final Order resolving the dispute and approving the assumption. The
Bankruptcy Court shall, by the issuance of a Final Order, determine the amount actually due and
owing in respect of such demand or shall approve the settlement of such demand. Debtor shall
have thirty (30) days thereafter in which to affect such Cure or withdraw *ab initio* their
assumption of such Executory Contract or unexpired lease whereupon such Executory Contract
or unexpired lease shall be deemed to have been rejected as of the date of the Chapter 11 petition
for relief.

21 **7.5. Bar to Rejection Damages.** If the rejection of an Executory Contract or
22 unexpired lease results in damages to the other party or parties to such contract or lease, a Claim
23 for such damages, if not heretofore evidenced by a filed Proof of Claim, shall be forever barred
24 and shall not be enforceable unless a Proof of Claim is filed with the Bankruptcy Court and
25 served upon the Debtor as follows: (a) if the Claim arises from the rejection of an Executory
26 Contract or unexpired lease by operation of any provision of this Plan, thirty (30) days after the
27 date of service of notice of the Effective Date; (b) if the Claim arises from the rejection of an
28 Executory Contract or unexpired lease pursuant to a Final Order of the Bankruptcy Court (other
than the Confirmation Order) authorizing rejection of such contract or lease, thirty (30) days
after service of notice of the entry of such Final Order; or (c) if the Claim arises from the
rejection of an Executory Contract or unexpired lease that is rejected after withdrawal of the
assumption thereof, thirty (30) days after service of notice of the assumption withdrawal. The
foregoing applies only to Claims arising from the rejection of an Executory Contract or
unexpired lease; any other Claims held by a party to a rejected contract or lease shall have been
evidenced by a Proof of Claim filed by earlier applicable bar dates or shall be barred and
unenforceable.

1 **7.6. Treatment of Claims Arising from Assumption or Rejection.** All allowed
2 Claims arising from the assumption of an Executory Contract or unexpired lease shall be treated
3 as an Unsecured Claim unless otherwise ordered by Final Order of the Bankruptcy Court.

4 **7.7. Litigation Claims.** All Litigation Claims described in the Disclosure Statement
5 are preserved for the benefit of the Debtor. All proceeds from the settlement or collection of
6 Litigation Claims shall be paid to the Debtor.

7 **8. GENERAL PROCEDURES FOR OBJECTING TO CLAIMS AND RESOLVING**
8 **THE TREATING, CONTESTED AND CONTINGENT CLAIMS.**

9 **8.1. Claim Objection Deadline.** All objections to Claims shall be filed with the Clerk
10 of the Bankruptcy Court and served on the holders of such Claims (unless earlier filed) no later
11 than thirty (30) days after the Effective Date or the date that is sixty (60) days after a particular
12 Proof of Claim (or a request for payment in the case of Administrative Expense) has been filed,
13 whichever is later. If an objection has not been filed to a Claim by the deadlines established
14 herein, the Claim shall be treated as an Allowed Claim; provided, however, that no objection
15 shall be required if a Claim was not listed on the Schedules or was listed on the Schedules as
16 disputed, contingent or unliquidated and was not evidenced by a timely filed Proof of Claim. No
17 such unlisted, disputed, contingent, unliquidated or unfiled Claim shall be treated as an Allowed
18 Claim, except pursuant to a Final Order so providing. The objection deadlines established herein
19 shall not apply to Claims and causes of action that must be asserted through an adversary
20 proceeding.

21 **8.2. Preservation of Objections to Claims.** Except as otherwise provided in this
22 Plan, or in the Confirmation Order, or other Final order, no compromise, waiver or release of
23 Claims, demands or causes of action, that may be provided for in this Plan or in any Final Order
24 of the Court shall, in any way, limit or impair the right of the Debtor to prosecute objections to
25 Claims, and the Debtor hereby retains all objections to a Claim and all defenses associated with
26 such objections.

27 **8.3. No Distributions Pending Resolution of Objections.** Notwithstanding any
28 other provision of this Plan, no distributions shall be made with respect to a contested Claim (or
any contested portion of a Claim, if such Claim is not severable) by Debtor unless and until all
objections to such contested Claim has been determined by Final Order.

8.4. Interest on Contested Claims and Contingent Claims. No interest shall accrue
on a contested Claim during the period from the Effective Date until the date on which the Claim
is allowed, if ever, and no interest shall accrue on a contingent Claim during the period from the
Effective Date until the date on which the Claim becomes fixed and absolute or is otherwise
allowed.

8.5. Treatment of Contingent Claims. Until such time as a contingent Claim or a
contingent portion of an Allowed Claim becomes fixed and absolute or is disallowed, such Claim
shall be treated as a contested Claim for all purposes related to the distributions under this Plan;
provided, however, that the distribution entitlements shall arise only from the date on which a
contingent Claim becomes fixed and absolute or is otherwise allowed.

8.6. Disallowance of Post-Petition Additions. The Debtor shall not be required to
make specific objection to Proofs of Claim that allege a right to recover post-petition interest,
penalties, fees, attorneys' fees, collection fees, exemplary or punitive damages, late fees and
other accruals with respect to pre-petition Claims (except Secured Claims entitled to such
accruals pursuant to § 506(b) of the Bankruptcy Code), and any Claim amounts attributable to
such shall be disallowed in full upon entry of the Confirmation Order, automatically, without the
need for the filing of an objection to the Claim.

1 **8.7. Deficiency Claims.** Unsecured Creditors whose Claims arise out of a deficiency
2 resulting from the abandonment of Collateral to a previously Secured Creditor or resulting from
3 orders granting relief from the provisions of § 362 of the Bankruptcy Code must file their Claims
4 within thirty (30) days after Confirmation of this Plan.

5 **8.8. Barring of Claims.** The entry of the Confirmation Order shall permanently bar
6 the filing and asserting of any Claims against the Debtor which arose or relate to the period of
7 time prior to the Confirmation Date, which were listed by the Debtor in its Schedules and
8 Statement of Financial Affairs filed with the Court, or were not evidenced by timely and proper
9 proofs of Claim filed with the Court.

6 **9. GENERAL PROVISIONS**

7 **9.1. Post-Confirmation Operating of the Automatic Stay.** Any lawsuits pending in
8 any court other than the Bankruptcy Court that seek to establish Debtor's liability on pre-petition
9 Claims, and that are stayed pursuant to § 362 of the Bankruptcy Code, shall be dismissed as of
10 the Effective Date unless the Debtor elects to have their liability or their affirmative claims
11 determined by such other courts. Any pending motions to lift or vacate the automatic stay shall
12 be deemed denied as of the Effective Date and the stay shall remain in effect. Any such pre-
13 petition Claims shall be determined as provided in this Plan. Nothing in this Section 9.1, the Plan
14 or in the Confirmation Order shall be construed to prevent or restrict MidFirst from exercising
15 any and all available rights and remedies upon an Event of Default under the A Note or the B
16 Note or upon any guaranties.

17 **9.2. Prohibition Against Discriminating Treatment Against the Debtor.** No
18 individual, entity or government may discriminate against the Debtor solely because of the
19 commencement, continuation or termination of this Chapter 11 proceeding, or because of any
20 provision of this Plan, or the legal effect of this Plan and the Confirmation Order shall constitute
21 an express injunction against such discriminating treatment.

22 **9.3. Compliance with Tax Requirements.** In connection with this Plan, Debtor shall
23 comply with all withholding and reporting requirements imposed by federal, state and local
24 taxing authorities.

25 **9.4. Insurance.** The Debtor shall maintain insurance on all of its property, including
26 the Property, sufficient to cover the value of the property insured.

27 **9.5. Termination of Adequate Protection Payments.** Upon the entry of a
28 Confirmation Order by the Court, any and all payments to Secured Creditors for adequate
protection shall be terminated.

9.6. Remedies to Cure Defects. After Confirmation, the Debtor may, with the
approval of the Court, and so long as it does not materially and/or adversely affect the interest of
Creditors, remedy any defect or omission, or reconcile any inconsistencies in this Plan or in the
Confirmation of this Plan, in such a manner as may be necessary to carry out the purposes and
the intent of this Plan.

9.7. Retention of Jurisdiction. After the Effective Date, the Bankruptcy Court shall
retain and have exclusive jurisdiction over the Chapter 11 cases for the following purposes:

(a) To determine any and all objections to the allowance of Claims;

(b) To determine any and all applications for allowances of compensation and
reimbursement of expenses and any other fees and expenses authorized to be paid or
reimbursed under the Bankruptcy Code or this Plan;

1
2 (c) To determine any applications for the rejection or assumption of
3 Executory contracts or unexpired leases or for the assumption and assignment, as the case
4 may be, of Executory Contracts or unexpired leases to which Debtor is a party, or with
5 respect to which Debtor may be liable, and to hear and determine, and if need be, to
6 liquidate any and all Claims arising therefrom;

7 (d) To determine any and all applications, adversary proceedings and
8 contested or litigated matters pending on the Effective Date;

9 (e) To consider any modifications of this Plan, remedy any defect or omission
10 or reconcile any inconsistency in any order of the Bankruptcy Court, including the
11 Confirmation Order;

12 (f) To determine any and all controversies, suits and disputes that may arise
13 in connection with the interpretation, enforcement or consummation of this Plan or any
14 person's or entity's obligations thereunder including the payment of Debtor's operating
15 expenses and compensation, benefits or other perquisites paid to Partners;

16 (g) To determine all controversies, suits and disputes arising as a result of a
17 demand by any utility for a deposit or other form of security as a condition to providing
18 post-confirmation utility services to Debtor;

19 (h) To determine all controversies, suits and disputes of this Plan as a result of
20 discriminatory treatment of Debtor;

21 (i) To hear and determine any Claim or cause of action by or against Debtor,
22 and to consider and act on the compromise and settlement of any Claim or cause of action
23 by or against Debtor;

24 (j) To issue such orders in aid of execution of this Plan, as are authorized by
25 § 1142 of the Bankruptcy Code; and

26 (k) To determine such other matters as may be set forth in the Confirmation
27 Order or as may arise in connection with this Plan or the Confirmation Order.

28 (l) Nothing in this retention of jurisdiction shall prevent the Court from
entering an order of final decree when performance under this Plan has been substantially
consummated.

(m) To interpret Orders entered in this case during its administration and
confirmation of the Plan including to the extent that such orders impact guarantors of the
Debtor's obligations.

9.8. Modification of Plan. This Plan may be modified at any time after Confirmation
and before its substantial consummation, provided that this Plan, as modified, meets the
requirements of §§ 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after
notice and hearing, confirms this Plan, as modified, under § 1129 of the Bankruptcy Code, and
the circumstances warrant such modification. A holder of a Claim that has accepted or rejected
this Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as
modified, unless within the time fixed by the Bankruptcy Court, such holder changes its previous
acceptance or rejection.

9.9. Modification of Plan Due to Default. (delete)

1 **9.10. Severability.** Wherever possible, each provision of this Plan shall be interpreted
2 in such manner as to be effective and valid under applicable law, but if any provision of this Plan
3 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the
4 extent of such prohibition or invalidity, without invalidating the remainder of such provision or
5 the remaining provisions of this Plan. Furthermore, if the Bankruptcy Court will not confirm this
6 Plan because one or more of the provisions hereof are determined to be prohibited or invalid
7 under applicable law, Debtor may seek permission of the Bankruptcy Court to amend this Plan
8 by deleting the offending provision.

9 **9.11. Revocation of Plan.** Debtor reserves the right to revoke and/or withdraw this
10 Plan prior to entry of the Confirmation Order. If Debtor revokes and/or withdraws this Plan, or
11 if Confirmation of this Plan does not occur, then this Plan shall be deemed null and void and
12 nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or
13 against Debtor, or any other person or entity, or to prejudice in any manner the rights of Debtor
14 or any person or entity in any further proceeding involving Debtor.

15 **9.12. Unclaimed Monies.** All distribution of money under the Plan which is returned
16 by the Post Office undelivered or which cannot be delivered due to lack of a current address will
17 be retained by the Debtor, in trust, in a federally insured bank for the distributee. After the
18 expiration of six months from the postmark date of the first attempted distribution, the unclaimed
19 monies, stock, and all future distributions will vest in the Reorganized Debtor, free of any claim
20 by the Creditor.

21 **9.13. Post Confirmation Fees to the United States Trustee.** After Confirmation of
22 the Plan, Debtor shall pay quarterly fees to the United States Trustee as required by 28 U.S.C. §
23 1930 as long as such fees are required to be paid.

24 **9.14. Post Confirmation Financial Reports.** Debtor shall file post-confirmation
25 financial reports on a quarterly basis, also sending a copy to the Office of the United States
26 Trustee, as long as such reports are required to be filed, but no longer than the time up to the time
27 the Final Decree is entered.

28 **10. DISCHARGE OF DEBTOR**

1 **10.1. Discharge of the Debtor.** Except as otherwise provided in this Plan or in the
2 Confirmation Order, the rights afforded under this Plan and the treatment of Claims under this
3 Plan shall be in exchange for and in complete satisfaction, discharge and release of all Claims,
4 including any interest or Claims from the Petition Date. Confirmation of this Plan shall
5 discharge the Debtor from all Claims or other debts, liabilities or obligations of any kind or
6 nature, that arose, in whole or part, before the Effective Date, and all debts of the kind specified
7 in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a Proof of Claim based on
8 such debt is timely filed or deemed filed pursuant to § 501 of the Bankruptcy Code, a Claim
9 based on such debt is allowed pursuant to § 502 of the Bankruptcy Code, or the holder of a
10 Claim based on such debt has accepted this Plan.

11 **10.2. Effect of Discharge on Other Entities.** Pursuant to § 524(e) of the Bankruptcy
12 Code, except as otherwise provided in this Plan, the discharge of a debt of the Debtor, pursuant
13 to this Plan, shall not affect the liability of any other entity; provided, however, that any Final
14 Order that determines the amount of an Allowed Claim shall apply to any guarantee of that
15 Claim and Debtor reserves the right to seek protection under the Bankruptcy Code from any
16 action that interferes with the intent and purposes of this Plan and the Debtor's continued
17 operations.

18 **11. CONDITIONS OF CONFIRMATION**

1 **11.1. Conditions to Confirmation of the Plan.** It shall be a condition precedent to the
Confirmation of this Plan that the Final Order provide for the following:

2 (a) A Confirmation Order in form and substance reasonably acceptable to the
3 Proponent;

4 (b) To supplement the injunctive provisions of § 524 of the Bankruptcy Code,
5 except as provided in this Plan or the Confirmation Order, as of the Confirmation Date,
6 all persons or entities and governmental units shall be stayed, restrained and enjoined
7 from taking any of the following actions on account of any such discharged Claims, debts
8 or liabilities:

9 (i) commencing or continuing in any manner any action or other
10 proceeding against Debtor, or its property;

11 (ii) enforcing, attaching (including, without limitation, any
12 prejudgment attachment), collecting or recovering in any manner any judgment,
13 award, decree or order against Debtor or its property;

14 (iii) creating, perfecting or enforcing in any manner, directly or
15 indirectly, any lien or encumbrance against Debtor, or any of its property, or any
16 direct or indirect transferee of any property of, or any direct or indirect successor
17 in interest to, or any property of such transferee or successor;

18 (iv) setting-off, seeking reimbursement of, contribution from,
19 subrogation against or otherwise recouping in any manner, directly or indirectly,
20 any amount owed to Debtor, or any direct or indirect transferee of any property
21 of, or any successor in interest to Debtor, commencing or continuing any action,
22 in any manner, in any place that does not comply with or is inconsistent with the
23 provisions of this Plan.

24 (c) Acceptance or rejection of this Plan was solicited in good faith and in
25 compliance with the applicable provisions of the Bankruptcy Code, and no Person
26 conducting or participating in solicitation, including Debtor, shall be liable, on account of
27 such solicitation or participation, for violation of any applicable law, rule, or regulation
28 government solicitation of acceptance or rejection of a plan of reorganization;

 (d) All Executory Contracts assumed by the Debtor remain in full force and
effect for the benefit of the Debtor; and

 (e) All fees payable pursuant to Section 1930 of title 28 of the United States
Code, as determined by the Bankruptcy Court at the Confirmation, are to be paid on or
before the Effective Date.

RESPECTFULLY SUBMITTED this 18th day of July, 2013.

GORDON SILVER

/s/ Robert C. Warnicke

THOMAS E. LITTLER

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OPPENHEIMER PARTNERS

PROPERTIES, LLC