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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:  
  
TEN SAINTS LLC,  
a Nevada limited liability company,  
  
Debtor.

Case No.: BK-S-11-21028-MKN  
Chapter 11

Confirmation Hearing Dates:  
Date: September 4, 2013  
Time: 11:00 a.m.

**DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION**

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1 Ten Saints LLC, a Nevada limited liability company (“Debtor”) proposes this plan of  
 2 reorganization (the “Plan”) for the resolution of Debtor’s outstanding Claims and Equity  
 3 Securities (as these terms are defined herein). All Creditors, Equity Security Holders (as both  
 4 terms are defined herein), and other parties-in-interest should refer to the Disclosure Statement  
 5 (as this term is defined herein) for a discussion of Debtor’s history, assets, historical financial  
 6 data, and for a summary and analysis of this Plan and certain related matters. All Holders of  
 7 Claims against and Equity Securities in Debtor are encouraged to read this Plan, the Disclosure  
 8 Statement, and the related solicitation materials in their entirety before voting to accept or reject  
 9 this Plan.

10 Subject to the restrictions on modifications set forth in Section 1127 of the Bankruptcy  
 11 Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Article 11 to  
 12 this Plan, Debtor expressly reserves the right to alter, amend, strike, withdraw, or modify this  
 13 Plan one or more times before its substantial consummation.

14 **1. DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF**  
 15 **TIME**

16 1.1. **Definitions.** For purposes of this Plan, except as expressly provided or unless the  
 17 context otherwise requires, all capitalized terms not otherwise defined shall have the meanings  
 18 ascribed to them in this Article 1. Any term used in this Plan that is not defined herein, but is  
 19 defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that  
 20 term in the Bankruptcy Code or the Bankruptcy Rules, in that order of priority. Whenever the  
 21 context requires, such terms shall include the plural as well as the singular, the masculine gender  
 22 shall include the feminine, and the feminine gender shall include the masculine. As used in this  
 23 Plan, the following terms shall have the meanings specified below:

24 1.1.1. **Administrative Claim.** A Claim for any cost or expense of  
 25 administration of the Chapter 11 Case allowed under Sections 503(b) or 507(b) of the  
 26 Bankruptcy Code and entitled to priority under Section 507(a)(1) of the Bankruptcy Code,  
 27 including, but not limited to: (i) the actual and necessary costs and expenses incurred after the  
 28 Petition Date of preserving the Estate, including wages, salaries, or commissions for services  
 rendered after the commencement of the Chapter 11 Case; and (ii) all Professional Fees approved  
 by the Bankruptcy Court pursuant to interim and final allowances. To the extent that a Claim is  
 allowed pursuant to Sections 365(d)(3) and (d)(5) of the Bankruptcy Code, such Claim shall also  
 be deemed an “Administrative Claim” under this paragraph.

1.1.2. **Administrative Claim Bar Date.** The end of the first Business Day  
 occurring on or after the thirtieth (30<sup>th</sup>) calendar day after the Effective Date.

1.1.3. **Allowed Administrative Claim.** An Administrative Claim:

(a) As to which no objection has been filed or, if an objection has been  
 filed, has been resolved by the allowance of such Administrative Claim by a Final  
 Order of the Bankruptcy Court; or

(b) Which requires payment in the ordinary course and as to which  
 there is no Final Order of the Bankruptcy Court in effect which prohibits any such  
 payment.

1 1.1.4. **Allowed Claim.** A Claim or any portion thereof that is not a Disputed  
2 Claim: (i) that is allowed pursuant: (w) to this Plan or Final Order of the Bankruptcy Court, (x)  
3 to any stipulation executed prior to the Confirmation Date and approved by the Bankruptcy  
4 Court, (y) to any stipulation with Debtor or Reorganized Debtor, as applicable, executed on or  
5 after the Confirmation Date and approved by the Bankruptcy Court, or (z) to any contract,  
6 instrument, or other agreement entered into or assumed in connection herewith; (ii) proof of  
7 which, requests for payment of which, or application for allowance of which, was filed or  
8 deemed to be filed on or before the Bar Date for filing proofs of Claim or requests for payment  
9 of Claims of such type against Debtor; or (iii) if no proof of Claim is filed, which has been or  
10 hereafter is listed by Debtor in the Schedules as unliquidated in amount and not disputed or  
11 contingent; and in the case of (ii) or (iii), no objection to the allowance thereof has been  
12 interposed within the applicable period of limitation fixed by this Plan, the Bankruptcy Code, the  
13 Bankruptcy Rules, or the Bankruptcy Court or the Bankruptcy Court has entered a Final Order  
14 Allowing all or a portion of such Claim.

9 1.1.5. **Allowed Equity Security.** An Equity Security as of the Record Date.

10 1.1.6. **Amended and Restated Deed of Trust.** The Amended and Restated  
11 Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture  
12 Filing executed by Reorganized Debtor, as trustor, in favor of American Securities Company, a  
13 California corporation, as trustee, for the benefit of Secured Lender, as beneficiary, substantially  
14 in the form attached as an exhibit to the Plan Supplement.

14 1.1.7. **Amended and Restated Guaranty.** The First Amended and Restated  
15 Repayment Guaranty executed by the Guarantors.

16 1.1.8. **Amended and Restated Loan Agreement.** The First Amended and  
17 Restated Loan Agreement by and between Reorganized Debtor, as borrower, and Secured  
18 Lender, as lender, substantially in the form attached as an exhibit to the Plan Supplement.

18 1.1.9. **Amended and Restated Loan Documents.** The Amended and Restated  
19 Loan Agreement, the A Note, the B Note, the Amended and Restated Deed of Trust, the  
20 Amended and Restated Guaranty, and the additional related loan documents substantially in the  
21 form attached as exhibits to the Plan Supplement.

21 1.1.10. **A Note.** The Promissory Note A made by Reorganized Debtor, as payor,  
22 to Secured Lender, as payee.

22 1.1.11. **Assets.** All of the assets, property, interests, and effects, real and personal,  
23 tangible and intangible, wherever situated, of Debtor, as they exist on the Effective Date.

24 1.1.12. **Avoidance Actions.** All avoidance, recovery, subordination, and other  
25 similar actions preserved for the Estate under the Bankruptcy Code, including but not limited to  
26 those set forth in Sections 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553(b), and  
27 724(a) of the Bankruptcy Code, regardless of whether or not such action has been commenced  
28 prior to the Effective Date.

...

1 1.1.13. **Ballot.** The form of ballot or ballots that will be distributed with the  
2 Disclosure Statement to Holders of Claims entitled to vote under this Plan in connection with the  
solicitation of acceptances of this Plan.

3 1.1.14. **Bankruptcy Code.** The Bankruptcy Reform Act of 1978, Title 11, United  
4 States Code, as applicable to the Chapter 11 Case, as now in effect or hereafter amended, 11  
U.S.C. §§ 101, *et seq.*

5 1.1.15. **Bankruptcy Court.** The United States Bankruptcy Court for the District  
6 of Nevada having jurisdiction over the Chapter 11 Case and, to the extent of the withdrawal of  
any reference under Section 157 of Title 28 of the United States Code and/or the General Order  
7 of the United States District Court for the District of Nevada pursuant to Section 151 of Title 28  
8 of the United States Code, the United States District Court for the District of Nevada.

9 1.1.16. **Bankruptcy Rules.** Collectively, the Federal Rules of Bankruptcy  
10 Procedure, as applicable to the Chapter 11 Case, promulgated under 28 U.S.C. § 2075 and the  
general, local, and chamber rules of the Bankruptcy Court as applicable to the Chapter 11 Case,  
11 as now in effect or hereinafter amended.

12 1.1.17. **Bar Date.** The date or dates established by the Bankruptcy Court, the  
Bankruptcy Code, and/or the Bankruptcy Rules for the filing of proofs of Claim for all Creditors,  
13 excepting therefrom, Administrative Claims.

14 1.1.18. **B Note.** The Promissory Note B made by Reorganized Debtor, as payor,  
to Secured Lender, as payee.

15 1.1.19. **Business Day.** Any day, other than a Saturday, Sunday, or “legal holiday”  
16 (as defined in Bankruptcy Rule 9006(a)) and with regard to Bankruptcy Rule 9006(c) in Nevada.

17 1.1.20. **Cash.** The legal tender of the United States of America or the equivalent  
18 thereof, including bank deposits, checks, negotiable instruments, wire transfers of immediately  
available funds, or other cash equivalents.

19 1.1.21. **Chapter 11 Case.** The case under Chapter 11 of the Bankruptcy Code  
20 involving Debtor, having case number BK-S-11-21028-MKN, including all adversary  
proceedings pending in connection therewith.

21 1.1.22. **Claim.** Any right to payment from Debtor, whether or not such right is  
22 reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed,  
undisputed, legal, equitable, secured, or unsecured arising at any time before the Effective Date  
23 or relating to any event that occurred before the Effective Date, or any right to an equitable  
24 remedy for breach of performance if such breach gives rise to a right of payment from Debtor,  
whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent,  
25 matured, unmatured, disputed, undisputed, secured, or unsecured.

26 1.1.23. **Class.** A category of Holders of Claims or Equity Securities as classified  
27 in this Plan.

28 . . .



1 1.1.24. **Class 1 Interest Rate.** The rate of 5.25% per annum, as provided in the  
2 Amended and Restated Loan Documents.

3 1.1.25. **Collateral.** All the collateral as described in the Loan Documents.

4 1.1.26. **Confirmation.** The entry by the Bankruptcy Court of the Confirmation  
5 Order on the docket of the Chapter 11 Case.

6 1.1.27. **Confirmation Date.** The date upon which the Bankruptcy Court enters  
7 the Confirmation Order on the docket of the Chapter 11 Case.

8 1.1.28. **Confirmation Hearing.** The duly-noticed initial hearing held by the  
9 Bankruptcy Court to confirm this Plan pursuant to Section 1128 of the Bankruptcy Code, and  
10 any subsequent hearing held by the Bankruptcy Court from time to time to which the initial  
11 hearing is adjourned without further notice other than the announcement of the adjourned dates  
12 at the Confirmation Hearing or by a subsequent order of the Bankruptcy Court.

13 1.1.29. **Confirmation Order.** The order entered by the Bankruptcy Court  
14 confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

15 1.1.30. **Contingent Claim.** A Claim which is contingent, unmatured, or  
16 unliquidated on or immediately before the Confirmation Date.

17 1.1.31. **Creditor.** Any Holder of a Claim, whether or not such Claim is an  
18 Allowed Claim.

19 1.1.32. **Cure.** The distribution on the Effective Date or as soon thereafter as  
20 practicable of Cash, or such other property as may be agreed upon by the parties or ordered by  
21 the Bankruptcy Court, with respect to the assumption of an Executory Contract or Unexpired  
22 Lease pursuant to Section 365(b) of the Bankruptcy Code, or with respect to any other debt  
23 instrument, in an amount equal to: (i) all unpaid monetary obligations due under such executory  
24 contract or unexpired lease or required to pay to bring current the debt instrument and thereby  
25 reinstate the debt and return to the pre-default conditions to the extent such obligations are  
26 enforceable under the Bankruptcy Code or applicable non-bankruptcy law; and (ii) with respect  
27 to any debt instrument, if a claim arises from a debtor's failure to perform any non-monetary  
28 obligation as set forth in Sections 1124(2)(C) and 1124(2)(D) of the Bankruptcy Code, payment  
of the dollar amount which compensates the Holder of such a claim for any actual pecuniary loss  
incurred by such Holder as a result of any such failure and the dollar amount of the Claim that is  
established by the Holder's sworn declaration and accompanying admissible evidence filed with  
the Bankruptcy Court and served upon Debtor's counsel on or before such date ordered by the  
Court for the filing of objections to the disclosure statement.

1.1.33. **Debtor.** Ten Saints LLC, the debtor and debtor-in-possession in the  
Chapter 11 Case pursuant to Section 1108 of the Bankruptcy Code.

1.1.34. **Deed of Trust.** The Deed of Trust with Assignment of Rents, Security  
Agreement and Fixture Filing (as amended, supplemented, or otherwise modified from time to  
time) between Debtor, as borrower, in favor of Secured Lender, as lender, recorded with the  
Clark County Recorder on February 29, 2008 as Book-Instrument 20080229-0003924.

1           **1.1.35. Disclosure Statement.** The disclosure statement that relates to this Plan,  
2 as amended, supplemented, or modified from time to time, describing this Plan that is prepared  
3 and distributed in accordance with, among others, Sections 1125, 1126(b), and 1145 of the  
Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law.

4           **1.1.36. Disputed Claim.** A Claim which is: (i) subject to timely objection  
5 interposed by Debtor, Reorganized Debtor, or any party-in-interest entitled to file and prosecute  
6 such objection in the Chapter 11 Case, if at such time such objection remains unresolved; or (ii) a  
7 Claim that is listed by Debtor as disputed, unliquidated, or contingent in the Schedules; provided,  
8 however, that the Bankruptcy Court may estimate a Disputed Claim for purposes of allowance  
9 pursuant to Section 502(c) of the Bankruptcy Code. The term “Disputed,” when used to modify  
10 a reference in this Plan to any Claim or Class of Claims shall mean a Claim (or any Claim in  
such Class) that is a Disputed Claim as defined herein. In the event there is a dispute as to  
classification or priority of a Claim or Equity Security, it shall be considered a Disputed Claim in  
its entirety. Until such time as a Contingent Claim becomes fixed and absolute, such Claim shall  
be treated as a Disputed Claim and not an Allowed Claim for purposes related to allocations and  
distributions under this Plan.

11           **1.1.37. Distributable Assets.** Shall mean the Assets distributable to Allowed  
12 Claims and unclassified Claims in accordance with the Plan by Reorganized Debtor.

13           **1.1.38. Distribution.** Any distribution by Debtor or Reorganized Debtor of  
14 Distributable Assets to the Holders of Allowed Claims or Equity Securities as of the Record  
Date.

15           **1.1.39. Effective Date.** The latest to occur of: (i) the first Business Day that is at  
16 least fourteen (14) days after the Confirmation Date and on which no stay of the Confirmation  
17 Order is in effect; and (ii) the first (1<sup>st</sup>) Business Day on which all of the conditions set forth in  
18 Article 8 to this Plan have been satisfied or waived; *provided, however,* that the Effective Date  
shall occur by no later than October 1, 2013, unless subsequent to confirmation but prior to  
19 October 31, 2013 the Bankruptcy Court extends the deadline to a later date for good cause  
shown. Such extension shall not exceed an additional thirty (30) day period.

20           **1.1.40. Equity Security.** An equity security as the term is defined in Section  
21 101(16) of the Bankruptcy Code and includes the membership interests in Debtor and any  
warrants, options, redemption rights, dividend rights, liquidation preferences, rights to purchase  
any such Equity Security, or any other rights related thereto.

22           **1.1.41. Estate.** The estate created for Debtor in the Chapter 11 Case pursuant to  
23 Section 541 of the Bankruptcy Code.

24           **1.1.42. Executory Contract.** A contract to which Debtor is a party that is subject  
25 to assumption or rejection under Section 365 of the Bankruptcy Code.

26           **1.1.43. Final Distribution.** On the Final Distribution Date, Cash in an amount  
27 not greater than \$30,000 that, after deducting all prior Distributions tendered on account of the  
28 Allowed General Unsecured Claims, is sufficient to pay in full the outstanding balance of the  
Allowed General Unsecured Claims, together with accrued interest at the Unsecured Interest  
Rate.

1 1.1.44. **Final Distribution Date.** The Business Day on which the Final  
2 Distribution is made.

3 1.1.45. **Final Order.** An order, judgment, or other decree of the Bankruptcy  
4 Court, or other court of competent jurisdiction, entered on the docket of such court, that has not  
5 been reversed, reconsidered, stayed, modified, or amended, that is in full force and effect, and as  
6 to which order or judgment: (i) the time to appeal, seek review or rehearing, or petition for  
7 certiorari has expired and no timely filed appeal or petition for review, rehearing, remand, or  
8 certiorari is pending; (ii) any appeal taken or petition for certiorari or request for reconsideration  
9 or further review or rehearing filed: (a) has been resolved by the highest court to which the order  
10 or judgment was appealed or from which review, rehearing, or certiorari was sought; or (b) has  
11 not yet been resolved by such highest court, but such order has not been stayed pending appeal.  
12 Notwithstanding the foregoing, the Confirmation Order shall specifically become a Final Order  
13 on the first day that is fourteen (14) days after the entry of such Confirmation Order unless any  
14 appeal of such Confirmation Order is accompanied by an order of a court of competent  
15 jurisdiction staying the effectiveness of the Confirmation Order.

16 1.1.46. **General Unsecured Claim.** A Claim that is not secured by a charge  
17 against or interest in property in which the Estate has an interest and is not an unclassified Claim,  
18 Administrative Claim, or Priority Unsecured Claim. General Unsecured Claims shall also  
19 include all Claims arising under Section 502(g) of the Bankruptcy Code.

20 1.1.47. **Guarantors.** Todd Nigro, Ryanne Nigro, Michael Nigro, and Margaret  
21 Nigro.

22 1.1.48. **Holder.** An entity holding an Equity Interest or Claim.

23 1.1.49. **Impaired.** Impaired within the meaning of Section 1124 of the  
24 Bankruptcy Code.

25 1.1.50. **Initial Distribution Amount.** The sum of \$18,540.

26 1.1.51. **Initial Distribution Date.** The Effective Date.

27 1.1.52. **Lien.** This term shall have the meaning set forth in Section 101(37) of the  
28 Bankruptcy Code.

1.1.53. **Litigation Claims.** All rights, claims, torts, liens, liabilities, obligations,  
actions, causes of action, Avoidance Actions, derivative actions, proceedings, debts, contracts,  
judgments, damages and demands whatsoever in law or in equity, whether known or unknown,  
contingent or otherwise, that Debtor or the Estate may have against any Person, including but not  
limited to, those listed on Schedule 1.1.53 hereto, but excluding Secured Lender as provided in  
Section 9.2 hereof. Failure to list a Litigation Claim on Schedule 1.1.53 shall not constitute a  
waiver or release by Debtor or Reorganized Debtor of such Litigation Claim.

1.1.54. **Loan Documents.** Collectively, the Secured Loan Agreement, the  
Secured Note, the Deed of Trust, and any and all other amendments, supplements, or  
modification to the foregoing, as well as all additional documents pertaining thereto, but not  
including the Amended and Restated Loan Documents.

1 1.1.55. **Maturity Date.** The means the fifth (5<sup>th</sup>) anniversary of the Effective  
2 Date.

3 1.1.56. **Nevada Secretary.** The Secretary of State of the State of Nevada.

4 1.1.57. **NRS.** The Nevada Revised Statutes, as amended from time to time.

5 1.1.58. **Other Secured Claims.** Any Secured Claim, other than the Secured  
6 Lender Claim.

7 1.1.59. **Person.** An individual, corporation, limited liability company, partnership,  
8 association, joint stock company, joint venture, estate, trust, unincorporated organization or  
9 government, governmental unit, or any subdivision thereof or any other entity.

10 1.1.60. **Petition Date.** July 13, 2011, the date on which a voluntary Chapter 11  
11 petition was filed by Debtor, thereby commencing the Chapter 11 Case.

12 1.1.61. **Plan.** This plan of reorganization, either in its present form or as it may  
13 be amended, supplemented, or modified from time to time, including all exhibits and schedules  
14 annexed hereto or referenced herein.

15 1.1.62. **Plan Supplement.** The supplement to the Plan filed by Debtor that  
16 attaches the Amended and Restated Loan Documents to be approved in conjunction with  
17 confirmation of the Plan.

18 1.1.63. **Priority Tax Claim.** Any unsecured Claim against Debtor entitled to  
19 priority in payment under Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

20 1.1.64. **Priority Unsecured Claims.** Any and all Claims accorded priority in  
21 right of payment under Section 507(a) of the Bankruptcy Code.

22 1.1.65. **Professional Fees.** The Administrative Claims for compensation and  
23 reimbursement submitted pursuant to Sections 328, 330, 331, or 503(b) of the Bankruptcy Code  
24 of Persons: (i) employed pursuant to an order of the Bankruptcy Court under Section 327 or 328  
25 of the Bankruptcy Code; or (ii) for whom compensation and reimbursement has been allowed by  
26 the Bankruptcy Court pursuant to Section 503(b) of the Bankruptcy Code or by other Final  
27 Order.

28 1.1.66. **Pro Rata.** The ratio of an Allowed Claim or Equity Security in a  
particular class to the aggregate amount of all such Allowed Claims or Allowed Equity Securities  
in any such Class.

1.1.67. **Quarterly Distribution Date.** The fourteenth (14<sup>th</sup>) Business Day of the  
month following the conclusion of each calendar quarter after the Effective Date up to and  
through the Final Distribution Date.

1.1.68. **Quarterly Payment.** The sum of \$18,540.

...

1 1.1.69. **Real Property.** That certain real property located in Clark County,  
2 Nevada, having APN 177-35-513-006, and all improvements thereto.

3 1.1.70. **Record Date.** The Confirmation Date for the purpose of determining the  
4 Holders of Equity Securities.

5 1.1.71. **Reinstated or Reinstatement.** These terms shall mean: (i) leaving  
6 unaltered the legal, equitable, and contractual rights of the Holder of a Claim so as to leave such  
7 Claim Unimpaired in accordance with Section 1124 of the Bankruptcy Code; or (ii)  
8 notwithstanding any contractual provision or applicable law that entitles the Holder of such  
9 Claim to demand or receive accelerated payment of such Claim after the occurrence of a default:  
10 (a) Curing any such default that occurred before or after the Petition Date, other than a default of  
11 a kind specified in Section 365(b)(2) of the Bankruptcy Code; (b) reinstating the maturity of such  
12 Claim as such maturity existed before such default; (c) compensating the Holder of such Claim  
13 for any damages incurred as a result of any reasonable reliance by such Holder on such  
14 contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable,  
15 or contractual rights to which such Claim entitles the Holder of such Claim; provided, however,  
16 that any contractual right that does not pertain to the payment when due of principal and interest  
17 on the obligation on which such Claim is based, including, but not limited to, financial covenant  
18 ratios, negative pledge covenants, covenants, or restrictions on merger or consolidation, and  
19 affirmative covenants regarding corporate existence prohibiting certain transactions or actions  
20 contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall  
21 not be required in order to accomplish Reinstatement.

22 1.1.72. **Reorganized Debtor.** Debtor as reorganized pursuant to this Plan after  
23 the Effective Date by merger, consolidation, or otherwise.

24 1.1.73. **Secured Claim.** A Claim that is secured by a Lien against property of the  
25 Estate to the extent of the value of any interest in such property of the Estate securing such  
26 Claim, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of  
27 a Bankruptcy Court order, or to the extent of the amount of such Claim subject to setoff in  
28 accordance with Section 553 of the Bankruptcy Code, in either case as determined pursuant to  
Section 506(a) of the Bankruptcy Code.

1.1.74. **Secured Lender.** Wells Fargo, N.A., as successor by merger to Wachovia  
Bank, N.A., and any other Person having a right of participation in, under, or to the Secured  
Loan or any rights, title, or interest to or under the Loan Documents.

1.1.75. **Secured Lender Claim.** The Claim of Wells Fargo Bank, N.A. as set  
forth in its proof of claim filed in the Chapter 11 Case, which Claim is compromised and treated  
hereunder pursuant to the Amended and Restated Loan Documents in the sum of \$14,200,884.

1.1.76. **Secured Lender Released Parties.** Secured Lender, Secured Lender's  
predecessors in interest, and all of Secured Lender's past and present officers, directors,  
attorneys, affiliates, employees, and agents.

1.1.77. **Secured Loan.** The loan in the original principal sum of \$14,000,000  
tendered by Secured Lender, as lender, to Debtor, as borrower, and evidenced by the Loan  
Documents.

1           1.1.78. **Secured Loan Agreement.** The Term Loan Agreement (as amended,  
2 supplemented, or otherwise modified from time to time) dated February 28, 2008 between  
3 Secured Lender, as lender, Debtor, as borrower, for the Secured Loan.

4           1.1.79. **Secured Note.** The Promissory Note (Term Loan) (as amended,  
5 supplemented, converted, or otherwise modified from time to time) dated February 28, 2008  
6 between Secured Lender, as lender, and Debtor, as borrower, in the original principal sum of  
7 \$14,000,000.

8           1.1.80. **Schedules.** The schedules of assets and liabilities and any amendments  
9 thereto filed by Debtor with the Bankruptcy Court in accordance with Section 521(1) of the  
10 Bankruptcy Code.

11           1.1.81. **Taxes.** All income, gaming, franchise, excise, sales, use, employment,  
12 withholding, property, payroll, or other taxes, assessments of governmental charges, together  
13 with any interest penalties, additions to tax, fines, and similar amounts relating thereto, whether  
14 or not yet assessed or imposed, collected by, or due to any federal, state, local or foreign  
15 governmental authority.

16           1.1.82. **Unexpired Lease.** A lease of non-residential real property to which  
17 Debtor is a party that is subject to assumption or rejection under Section 365 of the Bankruptcy  
18 Code.

19           1.1.83. **Unimpaired.** Unimpaired shall have the meaning set forth in Section  
20 1124 of the Bankruptcy Code.

21           1.1.84. **Unsecured Interest Rate.** The rate of 3% per annum.

22           1.2. **Computation of Time.** In computing any period of time prescribed or allowed  
23 by this Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a)  
24 shall apply.

25           1.3. **Rules of Interpretation.** For purposes of this Plan only: (i) any reference in this  
26 Plan to a contract, instrument, release, or other agreement or documents being in particular form  
27 or on particular terms and conditions means that such document shall be substantially in such  
28 form or substantially on such terms and conditions; (ii) any reference in this Plan to an existing  
document or exhibit filed or to be filed means such document or exhibit as it may have been or  
may be amended, modified, or supplemented; (iii) unless otherwise specified, all references in  
this Plan to Sections, Articles, Schedules and Exhibits are references to Sections, Articles,  
Schedules and Exhibits of or to this Plan; (iv) the words "herein," "hereof," "hereto," and  
"hereunder" refer to this Plan in its entirety rather than to a particular portion of this Plan; (v)  
captions and headings to Articles and Sections are inserted for convenience of reference only and  
are not intended to be a part of or to affect the interpretation of this Plan; and (vi) the rules of  
construction and definitions set forth in Sections 101 and 102 of the Bankruptcy Code and in the  
Bankruptcy Rules shall apply unless otherwise expressly provided.

          1.4. **Exhibits and Plan Schedules.** All exhibits and schedules attached to the Plan are  
incorporated into and are a part of this Plan as if set forth in full herein.

...

1 **2. TREATMENT OF UNCLASSIFIED CLAIMS**

2 2.1. **General.** Pursuant to Section 1123(a)(1) of the Bankruptcy Code, the Claims  
3 against Debtor set forth in this Article 2 are not classified within any Classes. The Holders of  
4 such Claims are not entitled to vote on this Plan. The treatment of the Claims set forth below is  
5 consistent with the requirements of Section 1129(a)(9)(A) of the Bankruptcy Code.

6 2.2. **Treatment of Administrative Claims.** Each Allowed Administrative Claim  
7 shall be paid by Reorganized Debtor (or otherwise satisfied in accordance with its terms) upon  
8 the latest of: (i) the Effective Date or as soon thereafter as is practicable; (ii) such date as may be  
9 fixed by the Bankruptcy Court, or as soon thereafter as practicable; (iii) the fourteenth (14<sup>th</sup>)  
10 Business Day after such Claim is Allowed, or as soon thereafter as practicable; and (iv) such date  
11 as the Holder of such Claim and Reorganized Debtor shall agree upon.

12 2.2.1. **Requests for Payment.** All requests for payment of Administrative  
13 Claims against Debtor and all final applications for allowance and disbursement of Professional  
14 Fees must be filed by the Administrative Claims Bar Date or the Holders thereof shall be forever  
15 barred from asserting such Administrative Claims against Debtor and the Reorganized Debtor.  
16 All Professional Fees applications must be in compliance with all of the terms and provisions of  
17 any applicable order of the Bankruptcy Court, including the Confirmation Order, and all other  
18 orders governing payment of Professional Fees. Unless otherwise ordered by the Bankruptcy  
19 Court, from and after the Effective Date, no professional shall be required to file fee applications  
20 with the Bankruptcy Court and Reorganized Debtor may pay all professionals in the ordinary  
21 course for fees and expenses incurred after the Effective Date.

22 2.3. **Allowed Priority Tax Claims.** Except to the extent a Holder of an Allowed  
23 Priority Tax Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax  
24 Claim will, in full and final satisfaction of such Claim, be paid in full (or be treated in  
25 compliance with Section(a)(9)(C) of the Bankruptcy Code) by Reorganized Debtor on the latest  
26 of: (i) the Effective Date, or as soon thereafter as practicable; (ii) such date as may be fixed by  
27 the Bankruptcy Court, or as soon thereafter as practicable; (iii) the fourteenth (14<sup>th</sup>) Business  
28 Day after such Claim is Allowed, or as soon thereafter as practicable; and (iv) such date as the  
Holder of such Claim and Reorganized Debtor shall agree upon.

29 **3. DESIGNATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS**

30 Pursuant to this Plan and in accordance with Section 1123(a)(1) of the Bankruptcy Code,  
31 all Claims of Creditors and the Holders of Equity Securities (except unclassified claims) are  
32 placed in the Classes described below. A Claim or Equity Security is classified in a particular  
33 Class only to the extent that the Claim or Equity Security qualifies within the description of that  
34 Class and is classified in other Classes only to the extent that any remainder of the Claim or  
35 Equity Security qualifies within the description of such other Classes. A Claim or Equity  
36 Security is also classified in a particular Class only to the extent that such Claim or Equity  
37 Security is an Allowed Claim or Allowed Equity Security in that Class and has not been paid,  
38 released, or otherwise satisfied prior to the Effective Date. With respect to Classes of Claims  
described as Unimpaired under the Plan, except as otherwise provided under this Plan, nothing  
shall affect the rights and legal and equitable defenses of Debtor and Reorganized Debtor

1 regarding such Claims classified as Unimpaired under this Plan, including but not limited to, all  
 2 rights in respect of legal and equitable defenses to setoff or recoupment against such Claims.

3 **3.1. Summary of Classification.**

<u>Class</u>	<u>Description</u>	<u>Treatment</u>
Class 1	Secured Lender Claim	Impaired. Solicitation required.
Class 2	Other Secured Claims	Unimpaired. No solicitation required.
Class 3	Priority Unsecured Claims	Unimpaired. No solicitation required.
Class 4	General Unsecured Claims	Impaired. Solicitation required.
Class 5	Equity Securities	Unimpaired. No solicitation required.

14 **3.2. Specific Classification.**

15 **3.2.1. Class 1: Secured Lender Claim.** Class 1 consists of the Allowed  
 16 Secured Lender Claim.

17 **3.2.2. Class 2: Other Secured Claims.** Class 2 consists of the Allowed Other  
 18 Secured Claims, if any. Each Holder of an Other Secured Claim shall be considered to be its  
 19 own separate subclass within Class 2, and each subclass shall be deemed to be a separate class  
 20 for purposes of this Plan. Debtor may add additional Other Secured Creditors as an additional  
 21 separate subclass.

22 **3.2.3. Class 3: Priority Unsecured Claims.** Class 3 consists of the Allowed  
 23 Priority Unsecured Claims.

24 **3.2.4. Class 4: General Unsecured Claims.** Class 4 consists of the Allowed  
 25 General Unsecured Claims.

26 **3.2.5. Class 5: Equity Securities.** Class 5 consists of the Allowed Equity  
 27 Securities.

28 **4. DESIGNATION OF AND PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS UNDER THIS PLAN**

4.1. **Class 1 – Secured Lender Claim.** Class 1 is comprised of the Allowed Secured Lender Claim. Pursuant to the agreement of the Debtor and Secured Lender, the Allowed Secured Lender Claim shall be treated hereunder as set forth in the Amended and Restated Loan



1 Documents, which shall be effective on the Effective Date and shall fully amend and restate the  
2 Loan Documents to include, among other material terms, the following terms:<sup>1</sup>

3 **4.1.1. Specific A Note Provisions.**

4 (a) Principal Balance. The principal balance of the A Note shall be  
5 \$9,435,000.

6 (b) Lien. From and after the Confirmation Date, the Holder of the  
7 Allowed Class 1 Claim shall retain its Lien in the Collateral consistent with the  
8 applicable Amended and Restated Loan Documents until the A Note is repaid in full.

9 (c) Post-Effective Date Interest. Interest shall accrue on the A Note at  
10 the Class 1 Interest Rate.

11 (d) Monthly Payments.

12 (i) Beginning on the first (1<sup>st</sup>) day of the first full calendar  
13 month following the Effective Date, and on the first (1<sup>st</sup>) day of each subsequent  
14 month up to and including the twelfth (12<sup>th</sup>) full month after the Effective Date,  
15 Reorganized Debtor shall distribute to Secured Lender interest-only payments on  
16 the A Note at the Class 1 Interest Rate, *plus* the excess cash flow payments set  
17 forth in Section 5 of the A Note and Section 8.3 of the Loan Agreement.

18 (ii) Beginning on the first (1<sup>st</sup>) day of the thirteenth (13<sup>th</sup>) full  
19 month after the Effective Date, and on each subsequent month up to and through  
20 the Maturity Date, Reorganized Debtor shall distribute to Secured Lender  
21 monthly principal and interest payments on the outstanding balance of the A  
22 Note amortized over a period of twenty (20) years at the Class 1 Interest Rate,  
23 *plus* the excess cash flow payments set forth in Section 5 of the A Note and  
24 Section 8.3 of the Loan Agreement.

25 (e) Maturity Date. The unpaid balance of the A Note shall be due and  
26 payable on the Maturity Date.

27 (f) Prepayment. There shall be no penalty for prepayment for all or  
28 part of the A Note prior to the Maturity Date.

**4.1.2. Specific B Note Provisions.**

(a) Principal Balance. The principal balance of the B Note shall be  
\$4,765,884.17.

...  

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<sup>1</sup> In the event of any conflict between the terms summarized herein and the Amended and Restated Loan Documents, the latter shall control, it being the intent of the parties that the Amended and Restated Loan Documents independently govern the treatment of the Allowed Secured Lender claim from and after the Effective Date of the Plan.

1 (b) Lien. From and after the Confirmation Date, the Holder of the  
2 Allowed Class 1 Claim shall retain its Lien in the Collateral consistent with the  
applicable Amended and Restated Loan Documents until the B Note is repaid in full.

3 (c) Post-Effective Date Interest. Interest shall accrue on the B Note at  
4 the Class 1 Interest Rate.

5 (d) Payments. As set forth in the B Note, payments will be made from  
6 Reorganized Debtor's excess cash flow in accordance with Section 4 of the B Note and  
Section 8.3 of the Loan Agreement.

7 (e) Maturity Date. The unpaid balance of the B Note shall be due and  
8 payable on the Maturity Date.

9 (f) Prepayment. There shall be no penalty for prepayment for all or  
10 part of the B Note prior to the Maturity Date.

11 Class 1 is Impaired under the Plan. The Holder of the Class 1 Claim is entitled to vote on this  
12 Plan.

13 4.2. **Class 2 - Other Secured Claims**. Each Allowed Other Secured Claim, if any,  
14 shall, in full and final satisfaction of such Claim, be paid in full in Cash or otherwise left  
15 Unimpaired by Debtor or Reorganized Debtor, as the case may be, upon the latest of: (i) the  
16 Effective Date or as soon thereafter as practicable; (ii) such date as may be fixed by the  
17 Bankruptcy Court; (iii) the fourteenth (14<sup>th</sup>) Business Day after such Claim is Allowed; and (iv)  
18 such date as agreed upon by the Holder of such Claim and Debtor, and after the Effective Date,  
19 Reorganized Debtor. Class 2 is Unimpaired under the Plan, and therefore Holders of Class 2  
20 Claims are deemed to have accepted this Plan, and are not entitled to vote on this Plan.

21 4.3. **Class 3 - Priority Unsecured Claims**. Each Allowed Priority Unsecured Claim,  
22 if any, shall, in full and final satisfaction of such Claim, be paid in full in Cash on the latest of:  
23 (i) the Effective Date, or as soon thereafter as is practical; (ii) such date as may be fixed by the  
24 Bankruptcy Court, or as soon thereafter as is practicable; (iii) the fourteenth (14<sup>th</sup>) Business Day  
25 after such Claim is Allowed, or as soon thereafter as is practicable; or (iv) such date as the  
26 Holder of such Claim and Reorganized Debtor have agreed or shall agree. Class 3 is Unimpaired  
27 under the Plan. Holders of Class 3 Claims, if any, are not entitled to vote on the Plan.

28 4.4. **Class 4 - General Unsecured Claims**. Except to the extent that a Creditor with  
an Allowed General Unsecured Claim agrees to less favorable treatment, each Creditor with an  
Allowed Claim in Class 4 shall be paid in full with interest at the Unsecured Interest Rate  
through Distributions tendered by Reorganized Debtor as follows:

4.4.1. **Initial Distribution**. Each Creditor with an Allowed General Unsecured  
Claim as of the Initial Distribution Date will, on such date, be paid its Pro Rata share of the  
Initial Distribution Amount.

...

1                   4.4.2. **Subsequent Quarterly Distributions.**

2                   (a)     On each subsequent Quarterly Distribution Date, all Creditors with  
3                   Allowed General Unsecured Claims which were not, on the immediately  
4                   preceding Initial Distribution Date or Quarterly Distribution Date, Allowed  
5                   Claims, shall receive a Distribution of sufficient Available Cash to bring them  
6                   into a Pro Rata position vis-à-vis all other Creditors with Allowed General  
7                   Unsecured Claims.

8                   (b)     On each Quarterly Distribution Date, after giving effect to the  
9                   Distributions to be made pursuant to the preceding paragraph (a), Reorganized  
10                  Debtor shall distribute the Quarterly Payment, Pro Rata, to Creditors with  
11                  Allowed General Unsecured Claims.

12                  (c)     Notwithstanding the preceding paragraph (b), to the extent that any  
13                  remaining Allowed General Unsecured Claim is less than \$250 on a Quarterly  
14                  Distribution Date, Reorganized Debtor, in its sole discretion, may pay such Claim  
15                  in full with interest at the Unsecured Interest Rate.

16                  (d)     On the Final Distribution Date, Reorganized Debtor shall  
17                  distribute, Pro Rata, to Creditors with Allowed General Unsecured Claims, the  
18                  Final Distribution.

19                  Class 4 is Impaired under the Plan. Holders of Class 4 Claims are entitled to vote on this Plan.

20                  4.5.     **Class 5 - Equity Securities.** On the Effective Date, the Holders of Equity  
21                  Securities of Debtor shall retain all of their legal interests. Holders in Class 5 are Unimpaired,  
22                  are deemed to have accepted this Plan, and are not entitled to vote on this Plan.

23                  **5.     MEANS FOR IMPLEMENTATION OF PLAN**

24                  5.1.     **Plan Implementation Occurring on the Effective Date.** On the Effective Date,  
25                  without any further action by Debtor or Reorganized Debtor, all of Debtor's assets shall vest in  
26                  Reorganized Debtor.

27                  5.2.     **Reorganized Debtor.** On and after the Effective Date, Reorganized Debtor shall  
28                  continue to exist as a separate entity in accordance with applicable law. Debtor's existing  
29                  articles of organization, by-laws, and operating agreements (as amended, supplemented, or  
30                  modified) will continue in effect for Reorganized Debtor following the Effective Date, except to  
31                  the extent that such documents are amended in conformance with this Plan or by proper  
32                  corporate action after the Effective Date.

33                  5.3.     **Effectiveness of the Amended and Restated Loan Documents.** On the  
34                  Effective Date, the Amended and Restated Loan Documents shall be executed by Reorganized  
35                  Debtor and, to the extent applicable, delivered to Secured Lender.

36                  5.4.     **Articles of Organization, By-laws, Operating Agreement.** The articles of  
37                  organization, by-laws, and/or operating agreement, as applicable, of Debtor shall be amended as  
38                  necessary to satisfy the provisions of the Plan and the Bankruptcy Code and shall include, among

1 other things, pursuant to Section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the  
2 issuance of non-voting equity securities, but only to the extent required by Section 1123(a)(6) of  
the Bankruptcy Code.

3       **5.5. Post-Effective Date Management of Reorganized Debtor.** From and after the  
4 Effective Date, Reorganized Debtor will continue to be managed by Debtor's pre-petition  
5 managers, which management may subsequently be modified to the extent provided by  
6 Reorganized Debtor's articles of organization, by-laws, and operating agreement (as amended,  
7 supplemented, or modified), subject to the requirements of the Amended and Restated Loan  
Agreement.

8       **5.6. Effectuation of Transactions.** On and after the Effective Date, the appropriate  
9 managers or members of Debtor are authorized to issue, execute, deliver, and consummate the  
10 transactions contemplated by or described in the Plan in the name of and on behalf of  
11 Reorganized Debtor without further notice to or order of the Bankruptcy Court, act or action  
under applicable law, regulation, order, rule, or any requirements of further action, vote, or other  
approval or authorization by any Person.

12       **5.7. Notice of Effectiveness.** When all of the steps contemplated by Section 8.2 have  
13 been completed or waived, Reorganized Debtor shall file with the Bankruptcy Court and serve  
14 upon all Creditors and all potential Holders of Administrative Claims known to Reorganized  
Debtor (whether or not disputed), a notice of Effective Date of Plan. The notice of Effective  
Date of Plan shall include notice of the Administrative Claim Bar Date.

15       **5.8. No Governance Action Required.** As of the Effective Date: (i) the adoption,  
16 execution, delivery, and implementation or assignment of all contracts, leases, instruments,  
17 releases, and other agreements related to or contemplated by this Plan; and (ii) the other matters  
provided for under or in furtherance of this Plan involving corporate action to be taken by or  
18 required of Debtor shall be deemed to have occurred and be effective as provided herein, and  
shall be authorized and approved in all respects without further order of the Bankruptcy Court or  
19 any requirement of further action by the members or managers of Debtor.

20       **5.9. Filing with Nevada Secretary.** To the extent applicable, in accordance with  
21 NRS 78.622, on or as soon as reasonably practical after the Effective Date, a certified copy of  
22 this Plan and the Confirmation Order shall be filed with the Nevada Secretary. Again, to the  
23 extent applicable, Debtor, from the Confirmation Date until the Effective Date, is authorized and  
directed to take any action or carry out any proceeding necessary to effectuate this Plan pursuant  
to NRS 78.622.

## 24 **6. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

25       **6.1. Executory Contracts.** Except for Executory Contracts and Unexpired Leases  
26 specifically addressed in this Plan or set forth on the schedule of Rejected Executed Contracts  
27 and Unexpired Leases attached as Schedule 6.1 hereto (which may be supplemented and  
28 amended up to the date the Bankruptcy Court enters the Confirmation Order), all Executory  
Contracts and Unexpired Leases that exist on the Confirmation Date shall be deemed assumed by  
Debtor on the Effective Date.

1           **6.2. Approval of Assumption or Rejection.** Entry of the Confirmation Order shall  
2 constitute as of the Effective Date: (i) approval, pursuant to Bankruptcy Code Section 365(a), of  
3 the assumption by Reorganized Debtor of each Executory Contract and Unexpired Lease to  
4 which Debtor is a party that is not listed on Schedule 6.1, not otherwise provided for in this Plan,  
5 and neither assigned, assumed and assigned, nor rejected by separate order of the Bankruptcy  
6 Court prior to the Effective Date; and (ii) rejection by Debtor of each Executory Contract and  
7 Unexpired Lease to which Debtor is a party that is listed on Schedule 6.1. Upon the Effective  
8 Date, each counter party to an assumed Executory Contract or Unexpired Lease listed shall be  
9 deemed to have consented to an assumption contemplated by Section 365(c)(1)(B) of the  
10 Bankruptcy Code, to the extent such consent is necessary for such assumption. To the extent  
11 applicable, all Executory Contracts or Unexpired Leases of Reorganized Debtor assumed  
12 pursuant to Article 6 shall be deemed modified such that the transactions contemplated by this  
13 Plan shall not be a “change of control,” regardless of how such term may be defined in the  
14 relevant Executory Contract or Unexpired Lease and any required consent under any such  
15 Executory Contract or Unexpired Lease shall be deemed satisfied by confirmation of this Plan.

16           **6.3. Cure of Defaults.** Reorganized Debtor shall Cure any defaults respecting each  
17 Executory Contract or Unexpired Lease assumed pursuant to Section 6.1 of this Plan upon the  
18 latest of: (i) the Effective Date or as soon thereafter as practicable; (ii) such dates as may be fixed  
19 by the Bankruptcy Court or agreed upon by Debtor, and after the Effective Date, Reorganized  
20 Debtor; or (iii) the fourteenth (14<sup>th</sup>) Business Day after the entry of a Final Order resolving any  
21 dispute regarding: (a) a Cure amount; (b) the ability of Debtor or Reorganized Debtor to provide  
22 “adequate assurance of future performance” under the Executory Contract or Unexpired Lease  
23 assumed pursuant to this Plan in accordance with Section 365(b)(1) of the Bankruptcy Code; or  
24 (c) any matter pertaining to assumption, assignment, or the Cure of a particular Executory  
25 Contract or an Unexpired Lease.

26           **6.4. Objection to Cure Amounts.** Any party to an Executory Contract or Unexpired  
27 Lease who objects to the Cure amount determined by Debtor to be due and owing must file and  
28 serve an objection on Debtor’s counsel no later than thirty (30) days after the Effective Date.  
Failure to file and serve a timely objection shall be deemed consent to the Cure amounts paid by  
Debtor in accordance with Section 6.3 of this Plan. If there is a dispute regarding: (i) the amount  
of any Cure payment; (ii) the ability of Reorganized Debtor to provide “adequate assurance of  
future performance” under the Executory Contract or Unexpired Lease to be assumed or  
assigned; or (iii) any other matter pertaining to assumption, the Cure payments required by  
Section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order  
resolving the dispute and approving the assumption.

**6.5. Confirmation Order.** The Confirmation Order will constitute an order of the  
Bankruptcy Court approving the assumptions described in this Article 6 pursuant to Section 365  
of the Bankruptcy Code as of the Effective Date. Notwithstanding the forgoing, if, as of the date  
the Bankruptcy Court enters the Confirmation Order, there is pending before the bankruptcy  
Court a dispute concerning the cure amount or adequate assurance for any particular Executory  
Contract or Unexpired Lease, the assumption of such Executory Contract or Unexpired Lease  
shall be effective as of the date the Bankruptcy Court enters an order resolving any such dispute  
and authorizing assumption by Debtor.

...

1           6.6. **Post-Petition Date Contracts and Leases.** Executory Contracts and Unexpired  
2 Leases entered into and other obligations incurred after the Petition Date by Debtor shall be  
3 assumed by Debtor on the Effective Date. Each such Executory Contract and Unexpired Lease  
4 shall be performed by Debtor or Reorganized Debtor, as applicable, in the ordinary course of its  
5 business.

6           6.7. **Bar Date.** All proofs of Claims with respect to Claims arising from the rejection  
7 of any Executory Contract or Unexpired Lease shall be filed no later than thirty (30) calendar  
8 days after the Effective Date. Any Claim not filed within such time shall be forever barred.

9  
10 **7. MANNER OF DISTRIBUTION OF PROPERTY UNDER THIS PLAN**

11           7.1. **Distributions.** Reorganized Debtor shall be responsible for making the  
12 Distributions described in this Plan. Except as otherwise provided in this Plan or the  
13 Confirmation Order, the Cash necessary for Reorganized Debtor to make payments pursuant to  
14 this Plan may be obtained from existing Cash balances and Debtor's operations.

15           7.2. **Statements.** Reorganized Debtor shall maintain a record of the names and  
16 addresses of all Holders of Allowed General Unsecured Claims as of the Effective Date and all  
17 Holders as of the Record Date of Equity Securities of Debtor for purposes of mailing  
18 Distributions to them. Reorganized Debtor may rely on the name and address set forth in  
19 Debtor's Schedules and/or proofs of Claim and the ledger and records regarding Holders of  
20 Equity Securities as of the Record Date as being true and correct unless and until notified in  
21 writing. Reorganized Debtor shall file all tax returns and other filings with governmental  
22 authorities on behalf of Reorganized Debtor and the Assets it holds.

23           7.3. **Further Authorization.** Debtor and Reorganized Debtor shall be entitled to seek  
24 such orders, judgments, injunctions, and rulings as it deems necessary to carry out the intentions  
25 and purposes, and to give full effect to the provisions of this Plan.

26 **8. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE**  
27 **DATE**

28           8.1. **Conditions to Confirmation.** The Confirmation Order shall have been entered  
and be in form and substance reasonably acceptable to Debtor.

          8.2. **Conditions to Effectiveness.** The following are conditions precedent to the  
occurrence of the Effective Date:

          8.2.1 The Confirmation Order shall be a Final Order; and

          8.2.2 All documents necessary to implement the transactions contemplated by  
this Plan, including the Amended and Restated Loan Documents, shall be in form and  
substance reasonably acceptable to Debtor and Secured Lender.

          8.3. **Waiver of Conditions.** Debtor, in its sole discretion, may waive any and all of  
the other conditions set forth in this Plan with the sole exception of Section 8.2.2 of this Plan  
without leave of or order of the Bankruptcy Court and without any formal action.

1 **9. TITLE TO PROPERTY; DISCHARGE; INJUNCTION**

2 9.1. **Vesting of Assets.** Subject to the provisions of this Plan, pursuant to Section 5.1  
3 and as permitted by Section 1123(a)(5)(B) of the Bankruptcy Code, the Assets, including the  
4 Litigation Claims and right, title, and interest being assumed by Reorganized Debtor in the  
5 assumed Executory Contracts, shall be transferred to Reorganized Debtor on the Effective Date.  
6 As of the Effective Date, all such property shall be free and clear of all Liens, Claims, and Equity  
7 Securities except as otherwise provided herein. On and after the Effective Date, Reorganized  
8 Debtor may operate its business and may use, acquire, and dispose of property and compromise  
9 or settle any Claim without the supervision of or approval of the Bankruptcy Court and free and  
10 clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions  
11 expressly imposed by this Plan or the Confirmation Order.

12 9.2. **Litigation Claims.** In accordance with Section 1123(b)(3) of the Bankruptcy  
13 Code, and except as otherwise expressly provided herein, all Litigation Claims shall be assigned  
14 and transferred to Reorganized Debtor pursuant to Section 5.1. Reorganized Debtor, as the  
15 successor in interest to Debtor and the Estate, may and shall have the exclusive right to sue on,  
16 settle, or compromise any and all Litigation Claims, including derivative actions existing against  
17 Debtor on the Effective Date. Notwithstanding the foregoing or any other provision herein, in  
18 consideration of the benefits provided under the Amended and Restated Loan Documents and  
19 Secured Lender's consent to confirmation of this Plan, Debtor and Reorganized Debtor and their  
20 respective successors and assigns, do hereby release, acquit and forever discharge the Secured  
21 Lender Released Parties of and from any and all claims, demands, obligations, liabilities,  
22 indebtedness, breaches of contract, breaches of duty or of any relationship, acts, omissions,  
23 misfeasance, malfeasance, causes of action, defenses, offsets, debts, sums of money, accounts,  
24 compensation, contracts, controversies, promises, damages, costs, losses and expenses, of every  
25 type, kind, nature, description or character, whether known or unknown, suspected or  
26 unsuspected, liquidated or unliquidated, each as though fully set forth herein at length that  
27 Debtor or Reorganized Debtor now has or may have as of the Effective Date, in any way arising  
28 out of, connected with or related to the Secured Loan, the Loan Documents, and any other  
agreements, notes or documents of any kind related to the foregoing or the transactions  
contemplated thereby, or any other agreement or document referred to therein.

20 9.3. **Discharge.** On the Effective Date, unless otherwise expressly provided in this  
21 Plan or the Confirmation Order, Debtor shall be discharged from any and all Claims to the  
22 fullest extent provided in the Bankruptcy Code, including Sections 524 and 1141. All  
23 consideration distributed under this Plan or the Confirmation Order shall be in exchange  
24 for, and in complete satisfaction, settlement, discharge, and release of all Claims of any  
25 kind or nature whatsoever against Debtor or any of its Assets or properties, and regardless  
26 of whether any property shall have been distributed or retained pursuant to this Plan on  
27 account of such Claims. Except as otherwise expressly provided by this Plan or the  
28 Confirmation Order, upon the Effective Date, Debtor shall be deemed discharged and  
released under and to the fullest extent provided under Section 1141(d)(1)(A) of the  
Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including,  
but not limited to, demands and liabilities that arose before the Confirmation Date, and all  
debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

...

1           **9.4. Injunction.** From and after the Effective Date, and except as provided in this  
2 **Plan and the Confirmation Order, all entities that have held, currently hold, or may hold a**  
3 **Claim or an Equity Security or other right of an Equity Security Holder that is terminated**  
4 **pursuant to the terms of this Plan are permanently enjoined from taking any of the**  
5 **following actions on account of any such Claims or terminated Equity Securities or rights:**  
6 **(i) commencing or continuing in any manner any action or other proceeding against**  
7 **Reorganized Debtor or its property; (ii) enforcing, attaching, collecting, or recovering in**  
8 **any manner any judgment, award, decree, or order against Reorganized Debtor or its**  
9 **property; (iii) creating, perfecting, or enforcing any Lien or encumbrance against**  
10 **Reorganized Debtor or its property; (iv) asserting a setoff, right of subrogation, or**  
11 **recoupment of any kind against any debt, liability, or obligation due to Reorganized Debtor**  
12 **or its property; and (v) commencing or continuing any action, in any manner or any place,**  
13 **that does not comply with or is inconsistent with the provisions of this Plan or the**  
14 **Bankruptcy Code.**

15           **9.5. Exculpation.** From and after the Effective Date, neither Debtor,  
16 **Reorganized Debtor, the professionals employed on behalf of the Estate, nor any of their**  
17 **respective present or former members, directors, officers, managers, employees, advisors,**  
18 **attorneys, or agents, shall have or incur any liability, including derivative claims, but**  
19 **excluding direct claims, to any Holder of a Claim or Equity Security or any other party-in-**  
20 **interest, or any of their respective agents, employees, representatives, financial advisors,**  
21 **attorneys, or Affiliates, or any of their successors or assigns, for any act or omission in**  
22 **connection with, relating to, or arising out of (from the Petition Date forward), the Chapter**  
23 **11 Case, Reorganized Debtor, the pursuit of confirmation of this Plan, or the**  
24 **consummation of this Plan, except for gross negligence and willful misconduct, and in all**  
25 **respects shall be entitled to reasonably rely upon the advice of counsel with respect to their**  
26 **duties and responsibilities under this Plan or in the context of the Chapter 11 Case.**

## 17 **10. RETENTION OF JURISDICTION**

18           **10.1. Jurisdiction.** Notwithstanding the entry of the Confirmation Order and the  
19 **occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the**  
20 **Chapter 11 Case and Reorganized Debtor after the Effective Date as is legally permissible,**  
21 **including jurisdiction to:**

22           10.1.1. Allow, disallow, determine, liquidate, classify, estimate, or establish the  
23 **priority or secured or unsecured status of any Claim or Disputed Claim, including the**  
24 **resolution of any request for payment of any Administrative Claim and the resolution of**  
25 **any and all objections to the allowance or priority of Claims or Disputed Claims;**

26           10.1.2. Grant or deny any applications for allowance of compensation or  
27 **reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan for**  
28 **periods ending on or before the Effective Date;**

          10.1.3. Resolve any matters related to the assumption, assignment, or rejection of  
any Executory Contract or Unexpired Lease to which Debtor or Reorganized Debtor are  
party and to hear, determine, and, if necessary, liquidate any Claims arising there from or  
Cure amounts related thereto;



1 10.1.4. Insure that distributions to Holders of Allowed Claims and Equities  
2 Securities are accomplished pursuant to the provisions of this Plan;

3 10.1.5. Decide or resolve any motions, adversary proceedings, contested or  
4 litigated matters, and any other matters and grant or deny any applications or motions  
5 involving Debtor or Reorganized Debtor that may be pending on the Effective Date or  
6 commenced thereafter as provided for by this Plan;

7 10.1.6. Enter such orders as may be necessary or appropriate to implement or  
8 consummate the provisions of this Plan and all contracts, instruments, releases, and other  
9 agreements or documents created in connection with this Plan or the Disclosure  
10 Statement or the Confirmation Order, except as otherwise provided herein;

11 10.1.7. Decide or resolve any cases, controversies, suits, or disputes that may arise  
12 in connection with the consummation, interpretation, or enforcement of any Final Order,  
13 this Plan, the Confirmation Order, or any Person's obligations incurred in connection  
14 with this Plan or the Confirmation Order; *provided, however*, that any cases,  
15 controversies, suits, or disputes arising under or relating to the Amended and Restated  
16 Loan Documents shall be resolved as provided therein, including without limitation  
17 Section 12.14 of the Amended and Restated Loan Agreement, and the Bankruptcy Court  
18 shall not have jurisdiction in this Chapter 11 Case with respect to such matters;

19 10.1.8. Modify this Plan before or after the Effective Date pursuant to Section  
20 1127 of the Bankruptcy Code and Section 11.1 of this Plan or modify any contract,  
21 instrument, release or other agreement or document created in connection with this Plan,  
22 the Disclosure Statement, or the Confirmation Order or the Reorganized Debtor, except  
23 with respect to the Amended and Restated Loan Documents, which may not be altered,  
24 amended, or modified absent the express written consent of Secured Lender; or remedy  
25 any defect or omission or reconcile any inconsistency in any Final Order, this Plan, the  
26 Confirmation Order, or any contract, instrument, release or other agreement or document  
27 created in connection with this Plan, the Disclosure Statement, or the Confirmation  
28 Order, in such manner as may be necessary or appropriate to consummate this Plan, to  
the extent authorized by the Bankruptcy Code, except with respect to the Amended and  
Restated Loan Documents, which may not be altered, amended, or modified absent the  
express written consent of Secured Lender;

10.1.9. Issue injunctions, enter and implement other orders, or take such other  
actions as may be necessary or appropriate to restrain interference by any person with  
consummation, implementation, or enforcement of any Final Order, this Plan, or the  
Confirmation Order, except as otherwise provided herein;

10.1.10. Enter and implement such orders as are necessary or appropriate if a  
Final Order or the Confirmation Order is for any reason modified, stayed, reversed,  
revoked, or vacated;

10.1.11. Determine any other matters that may arise in connection with or relate  
to this Plan, any Final Order, the Disclosure Statement, the Confirmation Order, or any  
contract, instrument, release, or other agreement or document created in connection with

1 this Plan, the Disclosure Statement, any Final Order, or Confirmation Order, except as  
2 otherwise provided herein and except with respect to the Amended and Restated Loan  
Documents;

3 10.1.12. Enter an order closing the Chapter 11 Case;

4 10.1.13. Hear and decide Litigation Claims and continue to hear and decide  
5 pending Litigation Claims and any other claim or cause of action of Debtor and  
6 Reorganized Debtor; and

7 10.1.14. Decide or resolve any matter over which the Bankruptcy Court has  
jurisdiction pursuant to Section 505 of the Bankruptcy Code.

8 **11. MODIFICATION AND AMENDMENT OF PLAN**

9 11.1. **Modification and Amendment.** Prior to Confirmation, Debtor may alter, amend,  
10 or modify this Plan under Section 1127(a) of the Bankruptcy Code at any time, except with  
11 respect to the Amended and Restated Loan Documents, which may not be altered, amended, or  
12 modified absent the express written consent of Secured Lender. After the Confirmation Date and  
13 prior to substantial consummation of this Plan as defined in Section 1101(2) of the Bankruptcy  
14 Code, Debtor may, under Section 1127(b), (c), and (d) of the Bankruptcy Code, alter, amend, or  
15 modify this Plan or institute proceedings in the Bankruptcy Court to remedy any defect or  
16 omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the  
Confirmation Order, to make appropriate adjustments and modifications to this Plan or the  
17 Confirmation Order as may be necessary to carry out the purposes and effects of this Plan so  
long as such proceedings do not materially adversely affect the treatment of Holders of Claims  
under this Plan, and so long as they do not affect the Amended and Restated Loan Documents,  
which may not be altered, amended, or modified absent the express written consent of Secured  
Lender.

18 **12. MISCELLANEOUS**

19 12.1. **Filing of Objections to Claims.** After the Effective Date, objections to Claims  
20 shall be made and objections to Claims made previous thereto shall be pursued by the  
Reorganized Debtor or any other party properly entitled to do so after notice to the Reorganized  
21 Debtor and approval by the Bankruptcy Court. Any objections to Claims made after the  
Effective Date shall be filed and served not later than the first Business Day that is thirty (30)  
22 calendar days after the Effective Date; provided, however, that such period may be extended by  
order of the Bankruptcy Court.

23 12.1.1. **Resolution of Objections After Effective Date.** From and after the  
24 Effective Date, Reorganized Debtor may litigate to judgment, propose settlements of, or  
withdraw objections to, all pending or filed Disputed Claims and may settle or compromise any  
25 Disputed Claim without notice and a hearing and without approval of the Bankruptcy Court.

26 12.1.2. **Late-Filed Claims.** No Claim filed after the Bar Date or, as applicable,  
27 the Administrative Claim Bar Date, shall be allowed, and all such Claims are hereby disallowed  
in full. After the Bar Date or the Administrative Bar Date, as applicable, no Creditor shall be  
28

1 permitted to amend any claim to increase the claimed amount and any such amendment shall be  
2 disallowed to the extent of the late-filed increase in the claimed amount.

3 **12.2. Effectuating Documents; Further Transactions; Timing.** Debtor and  
4 Reorganized Debtor are each authorized to execute, deliver, file, or record such contracts,  
5 instruments, releases, and other agreements or documents and to take such actions as may be  
6 necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan  
7 and any securities issued, transferred, or canceled pursuant to this Plan. All transactions that are  
8 required to occur on the Effective Date under the terms of this Plan shall be deemed to have  
9 occurred simultaneously. The Debtor and the Reorganized Debtor are authorized and directed to  
10 do such acts and execute such documents as are necessary to implement this Plan.

11 **12.3. Exemption from Transfer Taxes.** Pursuant to Section 1146 of the Bankruptcy  
12 Code: (i) the issuance, distribution, transfer, or exchange of Estate property; (ii) the creation,  
13 modification, consolidation, or recording of any deed of trust or other security interest, the  
14 securing of additional indebtedness by such means or by other means in furtherance of, or  
15 connection with this Plan or the Confirmation Order; (iii) the making, assignment, modification,  
16 or recording of any lease or sublease; or (iv) the making, delivery, or recording of a deed or other  
17 instrument of transfer under, in furtherance of, or in connection with, this Plan, Confirmation  
18 Order, or any transaction contemplated above, or any transactions arising out of, contemplated  
19 by, or in any way related to the foregoing shall not be subject to any document recording tax,  
20 stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act or real estate  
21 transfer tax, mortgage recording tax, or other similar tax or governmental assessment and the  
22 appropriate state of local government officials or agents shall be, and hereby are, directed to  
23 forego the collection of any such tax or assessment and to accept for filing or recordation any of  
24 the foregoing instruments or other documents without the payment of any such tax or  
25 assessment.

26 **12.4. Revocation or Withdrawal of this Plan.** Debtor reserves the right to revoke or  
27 withdraw this Plan at any time prior to its substantial consummation. If this Plan is withdrawn or  
28 revoked, then this Plan shall be deemed null and void and nothing contained herein shall be  
deemed to constitute a waiver or release of any Claims by or against Debtor or any other Person  
nor shall the withdrawal or revocation of this Plan prejudice in any manner the rights of the  
Debtor or any Person in any further proceedings involving Debtor. In the event this Plan is  
withdrawn or revoked, nothing set forth herein shall be deemed an admission of any sort and this  
Plan and any transaction contemplated thereby shall be inadmissible into evidence in any  
proceeding. Notwithstanding the foregoing, the Debtor shall not have any right to revoke or  
withdraw the Amended and Restated Loan Documents, which, once effective, shall remain in  
full force and effect despite any subsequent revocation or withdrawal of the Plan.

29 **12.5. Binding Effect.** This Plan shall be binding upon, and shall inure to the benefit of,  
30 Debtor, Reorganized Debtor, and the Holders of all Claims and Equity Securities and their  
31 respective successors and assigns.

32 **12.6. Governing Law.** Except to the extent that the Bankruptcy Code or other federal  
33 law is applicable or as provided in any contract, instrument, release, or other agreement entered  
34 into in connection with this Plan or in any document which remains unaltered by this Plan, the  
35 rights, duties, and obligations of Debtor, Reorganized Debtor, and any other Person arising under

1 this Plan shall be governed by, and construed and enforced in accordance with, the internal laws  
2 of the State of Nevada without giving effect to Nevada's choice of law provisions.

3 **12.7. Modification of Payment Terms.** Reorganized Debtor reserves the right to  
4 modify the treatment of any Allowed Claim or Allowed Equity Security in any manner adverse  
5 to the Holder of such Allowed Claim or Allowed Equity Security at any time after the Effective  
Date only upon the prior written consent of the Holder whose Allowed Claim or Allowed Equity  
Security treatment is being adversely affected.

6 **12.8. Providing for Claims Payments.** Distributions to Holders of Allowed Claims  
7 shall be made by Reorganized Debtor: (i) at the addresses set forth on the proofs of Claim filed  
8 by such Holders (or at the last known addresses of such Holders if no proof of Claim is filed or if  
9 Debtor has been notified of a change of address); (ii) at the addresses set forth in any written  
10 notices of address changes delivered to the Reorganized Debtor after the date of any related  
11 proof of Claim; (iii) at the addresses reflected in the Schedules if no proof of Claim has been  
12 filed and Reorganized Debtor has not received a written notice of a change of address; or (iv) for  
13 Secured Lender, at the address set forth in, or established pursuant to, the Amended and Restated  
14 Loan Documents. Distributions to Holders of Allowed Equity Securities shall be made to the  
15 Holder of such Allowed Equity Security as of the Record Date. If any Holder's distribution is  
16 returned as undeliverable, no further distributions to such Holder shall be made unless and until  
17 Reorganized is notified of such Holder's then-current address, at which time all missed  
18 Distributions shall be made to such Holder without interest. Amounts in respect of undeliverable  
Distributions made through Reorganized Debtor shall be returned to Reorganized Debtor until  
such Distributions are claimed. All claims for undeliverable Distributions shall be made on or  
before the first anniversary of the Effective Date. After such date, all unclaimed property shall  
revert to Reorganized Debtor and the Claim of any Holder or successor to such Holder with  
respect to such property shall be discharged and forever barred notwithstanding any federal or  
state escheat laws to the contrary. Nothing contained in this Plan shall require Debtor or  
Reorganized Debtor to attempt to locate any Holder of an Allowed Claim or Allowed Equity  
Security.

19 **12.9. Set Offs.** Debtor and Reorganized Debtor may, but shall not be required to, set  
20 off or recoup against any Claim or Equity Security and the payments or other distributions to be  
21 made pursuant to this Plan in respect of such Claim or Equity Security (before any distribution is  
22 made on account of such Claim or Equity Security), claims of any nature whatsoever that the  
23 applicable Debtor or Reorganized Debtor may have against the Holder of such Claim or Equity  
Security to the extent such Claims or Equity Securities may be set off or recouped under  
applicable law, but neither the failure to do so nor the allowance of any Claim or Equity Security  
hereunder shall constitute a waiver or release by Debtor or Reorganized Debtor of any such  
Claim that it may have against such Holder.

24 **12.10. Notices.** Any notice required or permitted to be provided under this Plan shall be  
25 in writing and served by either: (i) certified mail, return receipt requested, postage prepaid; (ii)  
26 hand delivery; or (iii) reputable overnight courier service, freight prepaid, to be addressed as  
follows:

27 . . .

28 . . .

1 If to Debtor: Ten Saints LLC  
2 Attn: Todd Nigro  
3 9115 W. Russell Road, Suite 210  
4 Las Vegas, NV 89148

4 With a Copy to: Gordon Silver  
5 Attn: Talitha Gray Kozlowski, Esq.  
6 3960 Howard Hughes Pkwy, 9<sup>th</sup> Floor  
7 Las Vegas, NV 89169

7 12.11. **Severability.** If any provision of this Plan is determined by the Bankruptcy Court  
8 to be invalid, illegal, or unenforceable or this Plan is determined to be not confirmable pursuant  
9 to Section 1129 of the Bankruptcy Code, the Bankruptcy Court, at the request of Debtor shall  
10 have the power to alter and interpret such term to make it valid or enforceable to the maximum  
11 extent practicable, consistent with the original purpose of the term or provision held to be  
12 invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or  
13 interpreted. Notwithstanding any such holding, alteration, interpretation, severance, or removal,  
14 the remainder of the terms and provisions of this Plan shall remain in full force and effect and  
15 will in no way be affected, impaired, or invalidated by such holding, alteration, interpretation,  
16 severance, or removal. The Confirmation Order shall constitute a judicial determination and shall  
17 provide that each term and provision of this Plan, as it may have been altered or interpreted in  
18 accordance with the foregoing, is valid and enforceable pursuant to its terms.

14 12.12. **Withholding and Reporting Requirements.** In connection with this Plan and all  
15 instruments and securities issued in connection therewith and Distributions thereon, Reorganized  
16 Debtor shall comply with all withholding and reporting requirements imposed by any federal,  
17 state, local, or foreign taxing authority and all Distributions hereunder shall be subject to any  
18 such withholding and reporting requirements. Reorganized Debtor shall be authorized to take  
19 any and all action that may be necessary to comply with such withholding and recording  
20 requirements. Notwithstanding any other provision of this Plan, each Holder of an Allowed  
21 Claim or Allowed Equity Security that has received a distribution pursuant to this Plan shall have  
22 sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by  
23 any governmental unit, including income, withholding, and other tax obligation on account of  
24 such distribution.

21 12.13. **Post-Confirmation Reporting.** Until the entry of the final decree closing the  
22 Chapter 11 Case, Reorganized Debtor shall comply with the Bankruptcy Code, Bankruptcy  
23 Rules, and Local Rule's post-confirmation reporting requirements. Additionally, to the extent  
24 required, Reorganized Debtor shall file post-confirmation quarterly operating reports in  
25 accordance with the United States Trustee Guidelines.

25 12.14. **Cramdown.** In the event that any impaired Class is determined to have rejected  
26 this Plan in accordance with Section 1126 of the Bankruptcy Code, Debtor may invoke the  
27 provisions of Section 1129(b) of the Bankruptcy Code to satisfy the requirements for  
28 confirmation of this Plan. Debtor reserves the right to modify this Plan to the extent, if any, that  
Confirmation pursuant to Section 1129(b) of the Bankruptcy Code requires modification.

28 . . .



**SCHEDULE 1.1.53**  
**TO PLAN OF REORGANIZATION**  
**CERTAIN PRESERVED POTENTIAL CAUSES OF ACTION**

All defined terms used herein shall have the meanings set forth in the Plan. The following is a non-exhaustive list of potential parties against whom Debtor and/or Reorganized Debtor may hold a claim or cause of action. Debtor and Reorganized Debtor reserve their right to modify this list to amend or add parties or causes of action, but disclaim any obligation to do so. In addition to the possible causes of action and claims listed below, Debtor and Reorganized Debtor have or may have, in the ordinary course of their business, numerous causes of action and Claims or rights against contractors, subcontractors, vendors, suppliers, and others with whom they deal in the ordinary course of their business (the "Ordinary Course Claims"). Debtor and Reorganized Debtor reserve their right to enforce, sue on, settle, or compromise (or decline to do any of the foregoing) the Ordinary Course Claims, as well as the claims and causes of action listed below and all other claims and causes of action. Debtor and Reorganized Debtor also have, or may have, and are retaining, various claims or causes of action arising under or pursuant to its insurance policies, and all rights arising under, relating to, or in connection with such policies are expressly reserved and retained.

1. Avoidance Actions and Litigation Claims arising out of or in connection with Debtor's business, property, or operations;
2. Avoidance Actions and Litigation Claims arising out of transactions involving, concerning, or related to Debtor; and
3. All other rights, privileges, claims, actions, or remedies of Debtor and/or Reorganized Debtor existing on the Effective Date, whether arising at law or in equity.

There may also be other Avoidance Actions and Litigation Claims which currently exist or may subsequently arise that are not set forth herein because the facts underlying such Avoidance Actions or Litigation Claims are not currently known or sufficiently known by Debtor. The failure to list any such unknown Avoidance Action or Litigation Claim herein is not intended to limit the rights of Reorganized Debtor to pursue any unknown Avoidance Action or Litigation Claim to the extent the facts underlying such unknown Avoidance Action or Litigation Claim become more fully known in the future.

Unless Avoidance Actions or Litigation Claims against any individual or entity are expressly waived, relinquished, released, compromised, or settled by the Plan or any Final Order, Debtor expressly reserves for its benefit, and the benefit of Reorganized Debtor, all Avoidance Actions and Litigation Claims, including, without limitation, all unknown Avoidance Actions and Litigation Claims for later adjudication and therefore no preclusion doctrine (including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches) shall apply to such Avoidance Actions or Litigation Claims after the confirmation or consummation of the Plan. In addition, Debtor expressly reserves for its benefit and the benefit of Reorganized Debtor, the right to pursue or adopt any claims alleged in any lawsuit in which Debtor is a defendant or an interested party, against any individual or entity, including plaintiffs and co-defendants in such lawsuits.

1 For the avoidance of doubt, any claims or causes of action that exist or may exist against the  
2 Secured Lender Released Parties as of the Effective Date relating to the Secured Loan are  
3 waived and released in accordance with Section 9.2 of the Plan.

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**SCHEDULE 6.1  
TO  
PLAN OF REORGANIZATION  
REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

None.