

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re: § Chapter 11
SA Camino Bandera, LLC § Case No. 16-50283
Debtor §

DEBTOR’S FIRST AMENDED DISCLOSURE STATEMENT TO PLAN OF LIQUIDATION

INTRODUCTION

On February 1, 2016, SA Camino Bandera, LLC (“Debtor” or “Debtor-in-Possession”) filed voluntary Petition under Chapter 11 of the U.S. Bankruptcy Code. Since the Petition Date, the Debtor has continued to operate as Debtor in Possession pursuant to the provisions of sections 1107 and 1108 of the Bankruptcy Code.

This First Amended Disclosure Statement to Plan of Liquidation (hereinafter "Disclosure Statement") has been prepared by the Debtor pursuant to Section 1125 of the Bankruptcy Code, which requires that creditors receive a written disclosure statement containing sufficient information about the Debtor to enable creditors to make an informed and intelligent decision regarding the Plan of Liquidation (hereinafter "*Plan*"). Prior to the solicitation of your vote on the Plan, and as required by the Bankruptcy Code, the Bankruptcy Court has approved this Disclosure Statement as containing adequate information about the Debtor.

In addition to this Disclosure Statement and accompanying Plan, you will also receive an order of the Court setting the hearing on the confirmation of the Plan and establishing deadlines for casting your vote or filing objections to confirmation. Mailing instructions are included in your Ballot. YOUR VOTE IS IMPORTANT. In order for the Plan to be accepted, at least two-thirds (2/3’s) in amount and one-half (1/2) in number of the voting creditors in each class must affirmatively vote for the Plan. Even if all classes of claims accept the Plan, the Bankruptcy Court may refuse to confirm the Plan. Among other things, Section 1129 requires that the Plan be in the best interests of the creditors and other parties in interest, and generally requires that the holders of the claims not receive less than would otherwise be realized if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code.

In appropriate circumstances, the Bankruptcy Court may confirm a Plan even though less than all of the classes of claims accept the Plan. The circumstances warranting confirmation notwithstanding the vote of a dissenting class or classes of creditors are set forth in Section 1129(b) of the Bankruptcy Code. Except as otherwise provided in the Plan, the Order of Confirmation, or Section 1141(d), confirmation of the Plan will discharge the Debtor from all of their debts.

Confirmation makes the Plan binding on the Debtor and all of its creditors, regardless of whether or not they have accepted the Plan.

A. Background

Danny Lara and Daniel Ramirez formed SA Camino Bandera, LLC in April 2008. Debtor obtained a loan to purchase 2.88 acres of land located at 9703 Bandera Road, San Antonio, Texas 78250 (the "Property"). Debtor had plans drawn up to construct three buildings on the site in three phases. Phase I planned for a 12,425 square foot building, Phase II planned for a 14,258 square foot building and Phase III planned for a 5,824 square foot building. Vantage Bank, formerly known as San Antonio National Bank, agreed to finance Phase I with the intent on funding Phase II after Debtor constructed and leased Phase I. Vantage Bank planned to finance Phase III after Debtor constructed and leased out Phase II. Daniel Ramirez invested over \$600,000 of his own funds in the project and Danny Lara built the original building at cost using his own construction company.

After Debtor began construction, Debtor encountered several issues that caused substantial delays including an easement dispute and delays from the City of San Antonio. The delays led to significant cost overruns that exhausted the loan proceeds and resulted in Phase I taking an additional 18 months to complete. After Phase I opened, the largest tenant was a fitness center owned and operated by Lara and Ramirez, which is now owned and operated by a third party. The other tenants are Danny Ramirez's law office, Danny Ramirez's real estate office, and a juice and smoothie bar.

The fitness center never became cash positive and, as of January 2016, is now owned and operated by a third party. In September 2015, the Vantage Bank loan matured and the bank refused to renew the loan necessitating this bankruptcy filing. The outstanding balance on the Vantage Bank loan when the case was filed was approximately \$2,330,000. In addition to owing the Vantage Bank loan, the Debtor also owed approximately \$150,000 to Bexar County in property taxes and approximately \$15,000 in undisputed unsecured claims. Finally, several disputed claims existed at the time of Debtor's filing. The disputed claimants are Michael Berlanga, P&M Development, Inc., Joseph Perry, and Pela General Builders, LLC (collectively the "Disputed Claimants").

Prior to the filing, Debtor had entered into a contract to sell the Property to P&M Development, Inc. with Michael Berlanga as realtor (collectively the "Berlanga Parties"). Debtor claims the contract terminated by its terms or was terminated on February 4, 2016, by notice. The Berlanga Parties claim the contract was not terminated until terminated by Court order on April 19, 2016, and should have resulted in rejection damages. The contract originally entered into by the Berlanga Parties required them to deposit \$5000 earnest money, which was held by the title company at the time this case was filed. The Berlanga Parties filed claims totaling \$235,000.

As the result of a prior business dispute, Debtor and its principals entered into a profit share and right of first refusal agreement with Joseph Perry and Pela General Builders, LLC (collectively the "Perry Parties") in regard to the Property. The Debtor contended there were no profits; hence, nothing due to the Perry Parties. Further Debtor contends the Perry Parties rejected their right of first refusal. The Perry Parties contend the profits were used up by Dan Ramirez's failure to pay rent to Debtor, there was surplus profits from the sale of the Property discussed below, and that they were denied their right of first refusal. The Perry Parties filed a duplicate claim totaling \$367837.80. The Disputed Claimants have entered into a settlement agreement with Debtors and its principals which is attached to this Disclosure Statement as Exhibit E.

Pursuant to Court order rendered on May 2, 2016, Debtor sold the Property for \$3,050,000 on May 13, 2016. The final HUD statement is attached as Exhibit D. The final return to Debtor after accounting for overpaid interest, the Vantage debt, and taxes was \$268,469. In addition to this amount, Debtor's counsel is holding a rent payment of \$1440, leaving the total cash on hand \$269,909 for administrative claims, creditors and equity.^{1 2}

Finally, Debtor had initiated suit against Vantage back prior to the bankruptcy filing for claims against Vantage Bank and for injunction against foreclosure. Vantage Bank moved successfully to have the injunction dissolved and threatened to file a \$240,000 unsecured claim for damages pursuant to Texas Civil Practices & Remedies Code Section 65.031 for dissolution of a temporary restraining order instituted solely for the purpose of delay. Additionally, Debtor preserved its right to contest the amount of the Vantage Bank loan payoff from the sale of the Property. The Debtor, its principals and Vantage bank have agreed to mutually release all claims, which Debtor contends protects the estate from the potential \$240,000 Vantage Bank claim, which would disrupt settlement with the Dispute Claimants. This settlement agreement is attached as Exhibit F.

B. The Plan Proponents

The Debtor is the Plan Proponent in this case.

C. The Disclosure Statement

Pursuant to Section 1125(b) of the Bankruptcy Code (Title 11 of the United States Code, hereinafter referenced as 11 U.S.C. section number), a precondition to solicitation of acceptances and rejections of a Plan of Liquidation from holders of claims or interests in the bankruptcy estate is that the holders be furnished with a copy of the Plan or a summary of the Plan and a written Disclosure Statement which contains "adequate information".

"Adequate information" means:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the Plan, but adequate information need not include such information about any other possible or proposed Plan.

11 U.S.C. 1125(a)(1).

Whether or not a disclosure statement contains adequate information is determined by the Court upon notice and hearing. 11 U.S.C. § 1125(b). All parties in interest may participate in this determination. After the disclosure statement is approved by the Court, a hearing will be set on

¹ Debtor's counsel also has \$5891 held in trust from the original bankruptcy retainer.

² Note that the title company required the original \$5000 being held pursuant to the Berlanga Parties' contract be returned to the Berlanga Parties in exchange for a release in order to close the sale. The \$5000 was returned to the Berlanga Parties and a release was signed to allow the sale to go through.

confirmation of the Plan and a Plan package which includes copies of the Order Approving Disclosure Statement, Plan, this Disclosure Statement and Ballot will be sent to the parties entitled to vote on the Plan.

D. Chapter 11

Chapter 11 is a portion of the Bankruptcy Code which provides a business with protection from their creditors while it seeks to reorganize their business affairs, including the repayment of their debts. The terms of the proposed reorganization are embodied in a Plan of Liquidation. While the Bankruptcy Code gives the Debtor many aids in the reorganization of their financial affairs, these aids are balanced with rights and protections afforded to creditors. Confirmation of a Plan of Liquidation is the objective of the Debtor in a Chapter 11 Reorganization Case. Performance of the confirmed Plan is the objective of the Liquidating Debtor. The Plan is the terms by which the claims against and interests of the Debtor is satisfied.

E. The Process of Confirmation

1. Hearing on Confirmation. Confirmation of a Plan is simply approval by the Court. This approval is sought by the Plan proponent at the hearing on confirmation. In order to obtain approval of the Court, the Plan proponent must show that the Plan meets all requirements for confirmation.

2. Requirements for Confirmation. The requirements for confirmation are listed in 11 U.S.C. § 1129(a). These requirements are part of the balancing of rights and aids between the Debtor and its creditors. Certain of the requirements for confirmation necessitate the solicitation of ballots from the holders of claims against and interests in the Debtor indicating either their acceptance or rejection of the Plan. Section 1129(a) does not require that each and every holder of a claim against or interest in the Debtor vote to accept the Plan in order for it to be confirmed by the Court. First, only those holding claims or interests which are in classes which are impaired are entitled to vote. Impairment is defined in 11 U.S.C. § 1124.

Impairment basically means an alteration of the legal, equitable or contractual rights of the holder of the claim or interest. The Plan proponents must assert in the Disclosure Statement whether or not each class is deemed by them to be impaired. The proponents' conclusion may be disputed by a creditor and the dispute resolved by the Court. If a Plan impairs or changes the rights of any creditor, it must be accepted by at least one Class of impaired claims. Second, only those ballots that are properly completed and timely delivered are counted. Third, of those voting in each class, only a majority of the claims in number and at least two-thirds (2/3) in amount are needed for the acceptance of the Plan by that class.

Even if all Classes of claims and interests accept the Plan, its confirmation may be denied by the Bankruptcy Court for the failure to meet some other requirement of Section 1129 of the Bankruptcy Code. Among those requirements is one that the Plan is in the best interest of claim holders and interest holders. That generally requires that the value to be distributed to claimholders and interest holders may not be less than such parties would receive if the Debtors were liquidated under Chapter 7 of the Code.

3. Cramdown: The Court may confirm a Plan even though a class of claims or interest holders rejects the Plan. Confirmation of a Plan over the rejection by one or more classes of claims

or interests is generally referred to as "cram down". In order for the Plan to be confirmed in spite of the rejection by a class of claims or interests, the proponent of the Plan must show that the Plan does not discriminate unfairly and is fair and equitable with respect to each class of claims or interests that is impaired and has not accepted the Plan.

Section 1129(b)(2) provides that the following standards are among the issues to be considered in determining whether the Plan is "fair and equitable" with respect to a particular class:

Secured Claims. The Plan is fair and equitable with respect to each class of secured claims if it provides that either:

1. The holders are to retain their lien, whether the collateral is retained by the Debtor or transferred to another entity, to the extent of the allowed amount of their secured claim, and are to receive deferred cash payments totaling not less than the allowed amount of their claims and having a present value of not less than the value of the collateral or, in the alternative, secured creditors must receive their collateral in satisfaction of new secured claims.

2. The collateral is to be sold in a sale permitting the holder to "bid in" free and clear of holder's lien, with such lien to attach to the proceeds of such sale, and the treatment of the lien on such proceeds under either clause (1) or (3) hereof; or

3. The holders are to receive the "indubitable equivalent" of their claims.

Unsecured Claims. The fair and equitable requirement in the context of a class of unsecured claims requires that either:

1. The holders are to receive property with a present value equal to the allowed amount of their claims; or

2. No holders in a class junior to the rejecting class are to receive any property.

I. REPRESENTATIONS

The statements contained in this Disclosure Statement are made as of the date of this Disclosure Statement unless another time is specified. Except as stated herein, no other representations concerning the Debtor, its business operations, the value of its property, or the value of any benefits offered to you in the Plan are authorized. ANY REPRESENTATIONS OR INDUCEMENTS WHICH ARE CONTRARY TO THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, and such representations or inducements and their origin should be immediately reported to Ronald J. Smeberg, The Smeberg Law Firm Counsel for the Debtor, 2010 West Kings Highway, San Antonio, Texas 78201; Telephone: (210) 695-6684.

THE DEBTOR AND ITS COUNSEL HAVE MADE EVERY EFFORT TO INSURE THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS ACCURATE. WE CANNOT, HOWEVER, WARRANT THAT ALL OF THE DATA IS COMPLETELY ACCURATE, THOUGH WE FEEL IT IS MATERIALLY ACCURATE TO OUR BEST KNOWLEDGE, INFORMATION AND BELIEF. THE INFORMATION IN THIS

DISCLOSURE STATEMENT HAS NOT BEEN SUBJECT TO AN INDEPENDENT AUDIT, AND FINANCIAL INFORMATION HAS BEEN BASED UPON OUR INTERNAL RECORDS. IF ANY STATEMENTS OF FINANCIAL MATTERS WERE MADE BY THIRD-PARTY ACCOUNTING PROFESSIONALS ACCOMPANY THIS DISCLOSURE STATEMENT, THEY WILL CONTAIN A DISCLAIMER REQUIRED OF UNAUDITED FINANCIAL INFORMATION. FURTHER, YOU SHOULD NOT CONSTRUE THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT AS AN ENDORSEMENT OF THE PLAN OR A GUARANTY OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PRESENTED HEREIN.

The Debtor has expended considerable time in devising a Plan which it believes to be financially feasible and fair to its creditors. Consequently, the Debtor urges you to vote for acceptance of the Plan.

II. ADDITIONAL INFORMATION CONCERNING THE DEBTOR

A. Results of Operations as Debtors in Possession

Post-petition, the Debtor managed the Property to allow for the Property to be sold and the assets liquidated. Very little cash was generated above and beyond interest payments required to be made to Vantage Bank pursuant to a Cash Collateral Order issued by the Court on February 11, 2016. What cash was received was held in a debtor in possession bank account.

As previously mentioned, the Property has been sold and all net proceeds held in an attorney IOLTA trust account pending distribution.

C. Estimated Future Income and Expenses

Debtor has one outstanding receivable with Your Fitness 365, which is a current tenant in the Property. Your Fitness 365 purchased the fitness center in the Property from Dan Ramirez and did not pay rent through May 2016. Your Fitness 365 disputes whether rent is owed through May 2016, and Debtor has settled this issue (subject to Plan Approval) by having Your Fitness 365 pay Debtor \$12,000.00 over a 12 months period as follows: 6 payments of \$250 with the first three payments offset by the \$730.00 owed to Jim Murray in Class 1, then equal payments of \$450 until the \$12,000 is paid in full. Debtor anticipates no other income to the estate.

Anticipated expenses are solely related to administering the estate through liquidation. These expenses include attorney fees and expenses, US Trustee fees, and bank fees. The total of these fees are anticipated to be less than \$30,000.

E. Causes of the Bankruptcy Filing

As discussed above, the primary reason for the bankruptcy filing was imminent foreclosure of the Vantage Bank loan.

G. Summary of the Plan

The undisputed general unsecured creditors and approved Administrative Claims that have not previously been paid shall be paid 100% in full within 7 days of the Effective Date.

The Disputed Claimants and equity holders shall be paid 93% of their agreed claims within 7 days of the Effective Date. Disputed Claimants shall be paid the remainder of their agreed claims within 7 days of the Court entering a final decree, minus costs associated with final administration of the estate as modified below.

III. ANALYSIS AND VALUATION OF PROPERTY

A. Real Property and Personal Property

None.

B. Cash

\$269,909.

C. Claims Against Third Parties.

Debtor has one outstanding receivable with Your Fitness 365, which is a current tenant in the Property. Your Fitness 365 purchased the fitness center in the Property from Dan Ramirez and did not pay rent through May 2016. Your Fitness 365 disputes whether rent is owed through May 2016, and Debtor has settled this issue by having Your Fitness 365 pay Debtor \$12,000.00 over a 12 months period as follows: 6 payments of \$250 with the first three payments offset by the \$730.00 owed to Jim Murray in Class 1, then equal payments of \$450 until the \$12,000 is paid in full. Debtor anticipates no other income to the estate.

D. Chapter 11 Liquidation v. Chapter 7

Debtor estimates creditors can be paid within 60 to 90 days of the filing its plan and disclosure statement compared to payment under a conversion to chapter in more than 180 days. Additionally, Debtor estimates the cost of liquidation under a chapter 11 to be \$3000 to \$5000 less than in a chapter 7. Finally, conversion to chapter 7 would open the door to additional claims. Hence, Debtor contends liquidation via a chapter 11 plan is in the estate's best interest.

IV. SUMMARY OF PLAN OF LIQUIDATION

A. Classification and Treatment of Claims

Administrative claim/ claim amendment deadline:

Notwithstanding anything to the contrary in this plan, all administrative claims incurred prior to June 8, 2016 (or amendments thereof), and amendments to timely filed prepetition claims (excluding claims under the msa) shall be filed with the court and served on all parties in interest as a notice of claim or motion to approve

claim/fees no later than 7 days prior to the first confirmation hearing date set by the court, except for united states trustee claims.

All administrative claims (or amendments thereof) except united states trustee claims incurred after June 7, 2016, shall be filed with the court and served on all parties in interest as a notice of claim or motion to approve claim/fees no later than 7 days after the confirmation order becomes final and no longer subject to appeal.

Debtor or any party in interest shall object to any timely filed administrative claim (or amendment thereof) and any timely filed amendment to prepetition claims (excluding claims under the msa) within 14 days of their filing; otherwise, the claim shall be deemed allowed and paid pursuant to the plan of reorganization.

All untimely filed administrative claims (or amendments thereof) and amendments to prepetition claims are barred.

Administrative Expenses: Although not classified, the professionals who have provided services to the Debtor during the pendency of this Chapter 11 case are entitled to administrative claim treatment. These claims do not include other administration priority claims allowed under 11 U.S.C. § 503. Professional Fees shall be paid in the ordinary course as priority claims under 11 U.S.C. § 507(a). Debtor has administrative priority claims owed to utility companies for utility expenses incurred during the bankruptcy under 11 U.S.C. § 503, which shall be paid if timely filed and not objected to as provided for herein. The total amount of all administrative expenses are estimated to be as follows:

The estimated amount of such claims is as follows:

<u>The Smeberg Law Firm. (Attorneys)</u>	<u>\$20,000.00</u>	<u>after application of</u>
<u>retainer funds held in trust.</u>		
<u>United States Trustee Fees</u>	<u>\$12,675.00</u>	
<u>Utilities</u>	<u>\$2100.00</u>	
<u>Total Estimated Administrative Claims</u>	<u>\$ 34,775.00</u>	

[This estimate is subject to revision; no claim for administrative claims can be paid absent Court approval.]

The amount of the professional fees disclosed above is an approximate amount. It is unknown at this time exactly how much money will be incurred in professional fees in this Chapter 11 case. A final determination cannot be made until such time as the case is closed as to reasonable professional fees for the provision of whatever services become necessary in this Chapter 11 case. Any other allowed costs and expenses of administration of the Debtor's Chapter 11 bankruptcy cases will also be entitled to administrative treatment. These will be paid in full at confirmation (to the extent not paid previously), less any retainers already received, after approval by the Court

of said fees. The anticipated administrative expenses of the Debtor are moderate for a case of this size.

All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

Unsecured Priority Claims: IRS filed an unsecured claim. If the IRS files a priority claim prior to the Administrative/Claim Amendment deadline and the claim is allowed, it shall be paid 100% within 7 days of the Effective Date.

Class 1 Claims: The Class 1 claims consist of the claims of general unsecured creditors which existed prior to the case filing. The unsecured claims include the claims scheduled on the Debtor's Schedules (Schedule F) and/or filed with the Court, including any amendments to schedules and claims, and are as follows:

IRS:	\$1616.40	
CPS:	\$699.72	
Ricardo Sanchez:	\$10,548	
Jim Murray	\$730.00	<u>Credited against Your Fitness 365 Debt</u>
SAWS:	\$0	
Total	\$13,894.40	

The Class 1 creditors shall receive (100%) of the unsecured creditors allowed claim seven (7) days after the Effective Date.

The Class 1 claims are deemed to be unimpaired under the Plan and will not vote on the Plan.

Class 2 Claims: The Class 2 claims consist of the unsecured claims of the Disputed Claimants and are as follows:

Perry Parties:	43.48% of Net Assets as Defined in the MSA
Berlanga Parties:	13.04% of Net Assets as Defined in the MSA

The Class 2 creditors shall receive their respective share of the Net Assets as defined in the MSA attached as Exhibit E.

The Disputed Claimants shall be paid 93% of their distribution within 7 days of the Effective Date. Disputed Claimants shall be paid the remainder of their distribution within 7 days of the Court entering a final decree, minus an amount to cover reasonable expenses associated with final disposition of the estate. Notwithstanding the foregoing, in the event the estate has future

income anticipated to be received by the estate after the estate has closed, the Disputed Claimants shall receive their prorata share of the income (minus reasonable expenses related to distributing the income) on a quarterly basis until all Net Assets have been distributed.

The Class 2 claims are impaired and shall vote on the plan.

Class 3 Claims: The Class 3 claims consist of the claims of the equity interest holders of the Debtor. The Class 3 creditors shall each receive 21.74% of the Net Assets as Defined in the MSA.

Class 3 is unimpaired and shall retain its ownership interest of the Debtor. The two Class 3 claimants are Danny Lara and Daniel Ramirez.

The equity holders shall be paid 93% of their distribution within 7 days of the Effective Date. The equity holders shall be paid the remainder of their distribution within 7 days of the Court entering a final decree, minus an amount to cover reasonable expenses associated with final disposition of the estate. Notwithstanding the foregoing, in the event the estate has future income anticipated to be received by the estate after the estate has closed, The equity holders shall receive their prorata share of the income (minus reasonable expenses related to distributing the income) on a quarterly basis until all Net Assets have been distributed.

B. Payment of Administrative Claims

All allowed administrative claims shall be paid as provided herein.

C. Claims Allowance Procedure

Unless otherwise provided for herein, the Debtor will file any claims objections on or before sixty (60) days from the Plan's Effective Date. At present, the Debtor is attempting to resolve any disputes regarding claims with each particular creditor. The Debtor is hopeful that such negotiations will lead to an amicable resolution of any claim disputes; however, there is no guarantee that the negotiations will lead to a resolution of any disputes.

D. Retention of Jurisdiction

The Court will retain jurisdiction as set out in the Plan.

E. Interests Retained by the Debtor

Confirmation of this Plan effects no settlement, compromise, waiver or release of any Claim, Cause of Action, Right of Action or claim for relief unless this Plan or the Confirmation Order specifically and unambiguously so provides. The non-disclosure or non-discussion of any particular Claim, Cause of Action, Right of Action or claim for relief is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim, Cause of Action, Right of Action or claim for relief.

The Debtor reserves and retain any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the

Confirmation Date, the Effective Date, and/or any Distribution date, including, without limitation, any and all Causes of Action, Rights of Action and/or claims for relief that the Debtor may have against (i) any insurer and/or insurance policies in which either the Debtor and/or its current or former personnel have an insurable or other interest in or right to make a claim against, any other of the Debtor's insurers; (ii) any recipient of a transfer identified in the Debtor's statement of financial affairs, including any amendments thereto, filed in this Chapter 11 Case based on Causes of Action under chapter 5 of the Bankruptcy Code; or (iii) the parties set forth in the Plan based on any Causes of Action, Rights of Action, Avoidance Actions or claims for relief. The entry of the Confirmation Order shall not constitute *res judicata* or otherwise bar, estop or inhibit any actions by the Debtor relating to any claims, Causes of Action or Rights of Action referred to in this Article 9, or otherwise. Except as specifically set forth herein, the Debtor shall constitute the representative of the Estates for purposes of retaining, asserting and/or enforcing Rights of Action under § 1123(b)(3)(B) of the Bankruptcy Code.

F. Effective Date

The Effective Date of the Plan shall be the date the confirmation order becomes final and not appealable, which is typically 14 days after the Court signs the Confirmation Order as long as no party in interest files 1) a motion for rehearing/new trial or 2) a notice of appeal. Other issues that could affect the Effective Date are the filing of a motion to file or amend a claim, the filing of an adversary action or the filing of a counterclaim to a claim objection. If an event occurs that reasonably may cause the Net Assets discussed herein to be less than \$215,000, then the Debtor reserves the right to petition the Court before or after the Effective Date to change the Effective Date and change the date funds are distributed to creditors.

V. ALTERNATIVES TO THE DEBTORS' PLAN

The alternative to the Debtor's proposed operating Plan of Liquidation is liquidation through Chapter 7. As stated previously, Debtor contends this chapter 11 plan of liquidation is more beneficial to the estate and creditors than a conversion to chapter 7.

VI. RISK TO CREDITORS UNDER THE DEBTORS' PLAN

The MSA provides that it is null and void unless it pays at least \$215,000 to the parties under it. Currently, the amount projected to be paid under the MSA is \$230,000. The only likely expense to cause this payout to reduce below \$215,000 would be an objection to the plan or late filed claim due to lack of notice. Debtor contends that there will be no objections to the plan as all creditors are either being paid 100% or by agreement through the MSA.

VII. TAX CONSEQUENCES

The Debtor is a Texas limited liability company. Other than the filed IRS claim, Debtor does not anticipate any tax consequence as a result of the Plan. Interested Parties are directed to discuss the tax effects of the Plan on each creditor with their respective tax advisors. Daniel Ramirez shall timely file Debtors 2016 tax returns.

VIII. LITIGATION

Debtor and its principals are currently involved in litigation with Vantage Bank. As discussed previously, this litigation shall be resolved by the settlement agreement attached as Exhibit F. Confirmation of Debtors Plan of Liquidation shall constitute court approval of Exhibit F.

As discussed previously, the Disputed Claimants were in various disputes with Debtor and Debtor's principals. The parties resolved these claims through the MSA attached as Exhibit E. Confirmation of Debtors Plan of Liquidation shall constitute court approval of the MSA.

UPON REQUEST BY ANY PARTY TO THE MSA, DEBTOR'S COUNSEL SHALL SEND THE PARTIES TO THE MSA A NOTICE BY EMAIL OF THEIR PROJECTED TOTAL PAYOUT AND REASONING THEREOF UNDER THE MSA. ANY OBJECTION TO THE TOTAL PROJECTED PAYOUT UNDER THE MSA AND THE REASONING THEREOF SHALL BE FILED WITH THE COURT AS A MOTION FOR NEW TRIAL PURSUANT TO BANKRUPTCY RULE 9023. IF NO TIMELY OBJECTION IS FILED, THEN THE MSA AGREEMENT AND ALL RELEASES THEREIN SHALL BE DEEMED FINAL, IRREVOCABLE AND UNVOIDABLE, REGARDLESS OF THE ACTUAL PAYOUT TO THE PARTIES.

Debtor has one outstanding receivable owed by Your Fitness 365, LLC ("Your Fitness 365"), and guaranteed by Jim Murray, which is a current tenant in the Property. Your Fitness 365 purchased the fitness center in the Property from Dan Ramirez and did not pay rent through May 2016 of \$15,858 per month. Your Fitness 365 disputes whether rent is owed through May 2016, and Debtor has settled this issue by having Your Fitness 365 pay Debtor \$12,000.00 as follows: 6 payments of \$250 with the first three payments offset by the \$730.00 owed to Jim Murray in Class 1, then equal payments of \$450 until the \$12,000 is paid in full. All payments shall be made by the fifteenth day of the month, with the first payment (offset as discussed) occurring on the 15th day of the month 30 days after confirmation of the plan. Upon default, Debtor shall send written notice by certified mail to Your Fitness 365 at Your Fitness 365, 9703 Bandera Road, #101, San Antonio, TX 78250. If the default is not cured within 7 days of the mailing of the letter, then Debtor may initiate collection proceedings against Jim Murray and Your Fitness 365 (including but not limited to filing suit) for the remaining balance of this settlement agreement at 18% interest and for costs of court, attorney fees, and pre and post judgment interest.³ Murray and Your Fitness 365 shall have no more than 2 opportunities to cure a default and a third default shall not be curable. Upon payment of the entire \$12,000 plus any default interest and collection costs, Jim Murray and Your Fitness 365 shall be released from any and all rent or other funds due related to its lease that were incurred prior to May 31, 2016. By voting for Debtor's plan of reorganization, Jim Murray and Your Fitness 365, LLC shall have agreed to this settlement. Confirmation of Debtor's Plan of Liquidation shall constitute court approval of this agreement.

³ Jim Murray contends that Attorney Ron Smeberg filed an LLC for him approximately ten years ago. Ron Smeberg has no record of the filing; however, the possible conflict has been disclosed to the Debtor, its principals and the parties to the MSA. The parties have all agreed that no material conflict exists. If Murray and Your Fitness 365, LLC default on the settlement, then new counsel shall pursue the debt.

IX. RELATIONSHIP OF DEBTOR WITH AFFILIATES

None.

X. PREFERENTIAL OR VOIDABLE TRANSFERS

It is possible that Debtor could recover rents from Daniel Ramirez; however, any recovery would be for the benefit of the Parties to the MSA who have already released each other. Hence, the Debtor is unaware of any recoverable preferential or other voidable transfers at this time.

XI. SUMMARY OF SIGNIFICANT ORDERS ENTERED

Significant orders entered include the following:

- Cash Collateral Order: Februar 11, 2016
- Order Terminating Contract: April 19, 2016
- Order Authorizing the Sale of the Property: May 2, 2016

XII. MISCELLANEOUS DISCLOSURES

A. Modification of the Plan.

The Debtor may propose amendments or modifications to their Plan at any time prior to the date of the entry of the Order Confirming Plan, with leave of the Court, and upon proper notice to parties in interest. After the date of the Order Confirming Plan, Debtor may, with approval of the Court so long as it does not materially or adversely affect the interests of creditors, remedy any defects or omissions or reconcile any inconsistencies in the Plan or in the Order Confirming Plan in such manner as may be necessary to carry out the purpose and effect of this Plan.

B. Effect of Confirmation of the Plan.

Legally Binding Effect. The provisions of this Plan shall bind all Creditors and Interest Holders, whether or not they accept this Plan. On and after the Effective Date, all holders of Claims shall be precluded and forever enjoined from asserting any (i) Claim against the Debtor based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan; and (ii) derivative claims, including claims against third parties asserting alter ego claims, fraudulent transfer claims, guaranty claims or any type of successor liability based on acts or omissions of the Debtor.

Limited Discharge of Debtor and Injunction. The entry of the Confirmation Order will operate as a general resolution with prejudice, as of the Effective Date, of all pending Legal Proceedings, if any, against the Debtor and its assets and properties and any proceedings not yet instituted against the Debtor or its assets, except as otherwise provided in the Plan. Except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons who have held, may have held, hold, or may hold Claims against the Debtor are permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any

action or other proceeding of any kind against the Debtor or its property, with respect to any such Claim, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any such Claim against the Debtor or its property, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or its property, with respect to such Claim, (d) asserting any right of subrogation of any kind against any obligation due to the Debtor or the property of the Debtor or the Estate with respect to any such Claim and (e) asserting any right of setoff or recoupment against the Debtor or the Estate except as specifically permitted by § 553 of the Bankruptcy Code. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, all injunctions or automatic stays provided for in these cases pursuant to § 105, if any, or § 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date will remain in full force and effect until the Effective Date.

Limited Protection of Certain Parties in Interest. Neither (a) the Debtor, or any of its respective employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by the Debtor, nor (b) each Professional for the Debtor or any of their employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by any of them, (the persons identified in (a) and (b), are collectively referred to as “Protected Persons”), shall have or incur any liability to any Person or Entity under any theory of liability for any act or omission occurring on or after the Petition Date in connection with or related to the Debtor, the Chapter 11 Case, or the Estate, including, but not limited to, (i) formulating, preparing disseminating, implementing, confirming, consummating or administering this Plan (including soliciting acceptances or rejections thereof); or (ii) the Disclosure Statement or any contract, instrument, release or other agreement or document entered into or any action taken or omitted to be taken in connection with this Plan, except for acts constituting willful misconduct, gross negligence, or *ultra vires* activity and in all respects such Protected Persons shall be entitled to rely in good faith upon the advice of counsel. In any action, suit or Legal Proceeding by any Person contesting any action by, or non-action of any Protected Person as constituting willful misconduct, gross negligence, or *ultra vires* activity or not being in good faith, the reasonable attorneys’ fees and costs of the prevailing party will be paid by the losing party and as a condition to going forward with such action, suit, or Legal Proceeding at the outset thereof, all parties thereto will be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys’ fees and costs in the event they fail to prevail.

Continuation of Anti-Discrimination Provisions of Bankruptcy Code. A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Debtor, or another Person with whom the Debtor has been or are associated or affiliated, solely because of the commencement, continuation, or termination of the case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a Governmental Unit.

C. Executory Contracts.

All executory contracts of the Debtor not expressly assumed in writing on or before the date of the hearing on Confirmation of the Plan shall be deemed rejected.

D. Default

Upon default by the Liquidating Debtor, creditors (other than the Internal Revenue Service) are required to provide written notice of such Default to the Liquidating Debtor and their counsel, The Smeberg Law Firm, PLLC by certified mail, return receipt requested, and by regular first class mail, and the Liquidating Debtor shall have fifteen (15) days from the date of the notice to cure the default. Any defect in such default notice shall toll the running of the fifteen (15) day cure period. Notice of default shall be given to the Liquidating Debtor and Ronald Smeberg. If the Liquidating Debtor fails to cure within the thirty (30) day cure period provided herein, creditors shall be allowed to pursue collection remedies without further notice of hearing before the Court. The Liquidating Debtor shall be entitled to three (3) notices of default for each calendar year. On the fourth (4th) notice of default for a calendar year, creditors shall be allowed to pursue collection remedies without further notice of hearing before the Court, or move to have the case converted to a case under Chapter 7.

The United States (Internal Revenue Service) requests the following default language:

- (a) that the debt owed by the Debtor to the IRS (except unsecured non priority debt) is a nondischargeable debt, except as otherwise provided for in the Bankruptcy Code, and that if the Debtor should default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; and
- (b) a failure by the Debtor to make a payment to the IRS pursuant to the terms of the Plan shall be an event of default; as to the IRS, there is an event of default if payment is not received by the 15th day of each month; if there is a default to IRS, IRS must send written demand for payment to the Debtor and said payment must be received by the IRS within fifteen (15) days of the date of the demand letter; the Debtor can receive up to five (5) notices of default from the IRS; however, on the fifth default cannot be cured, and the IRS may accelerate its allowed claim(s), past or future, and declare the outstanding amount of such claim(s) to be immediately due and owing, and pursue any and all available state and federal rights and remedies.
- (c) The IRS is bound by the provisions of the confirmed Plan and is barred under Section 1141 from taking any collection action against the Debtor for pre-petition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 U.S.C. Sec. 6503(h) for tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS has been made; or (2) 30 days after the date of a demand letter for which the Debtor failed to cure the default.

XIII. CONCLUSION

The Debtor submits this Disclosure Statement. The information contained herein has been compiled in good faith and in accordance with the provisions of 11 UCC §§ 101, *et. seq.* This Disclosure Statement is presented for consideration by creditors and other parties in interest and as the sole source of information furnished by the Debtor, or to be furnished by the Debtor, in solicitation of acceptance of Debtor's Plan of Liquidation.

The Debtor recommends that the Plan of Liquidation be approved in light of the alternative of a non-orderly liquidation, which would provide a significant payment only to the Secured Creditors, or, at the very best, to the secured and priority creditors. A liquidation plan is in the best interest of all creditors and parties-in-interest, therefore, all Creditors and Interest Holders are urged to vote to accept the Plan.

ARTICLE XV.

ATTACHMENTS AND EXHIBITS

Exhibit "A" Proposed Plan of Liquidation⁴
Exhibit "B" April Monthly Operating Report
Exhibit "C" 2015 Tax Return
Exhibit "D" Property Sale HUD
Exhibit "E" Mediated Settlement Agreement
Exhibit "F" Vantage Bank Settlement Agreement

DATED: June 21, 2016.

SA Camino Bandera, LLC.

BY: /s/Danny Lara
Name: Danny Lara
Its: Managing Member

THE SMEBERG LAW FIRM, PLLC

BY: /s/ Ronald J. Smeberg
Ronald J. Smeberg
SBN: 24033967
2010 West Kings Highway
San Antonio, Texas 78201
Tel: (210) 695-6684
Fax: (210) 598-7357
Attorney for Debtor

⁴ Exhibit 1 to the Plan is the MSA (attached to the Disclosure Statement as Exhibit E) and Exhibit 2 to the Plan is the Vantage Bank Settlement (attached to the Disclosure Statement as Exhibit F). These exhibits have been omitted from the Plan as they are already attached to the Disclosure Statement.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:	§	Chapter 11
	§	
SA Camino Bandera, LLC	§	Case No. 16-50283
	§	
Debtor	§	

DEBTOR’S FIRST AMENDED PLAN OF LIQUIDATION

**ARTICLE I
SUMMARY**

This First Amended Plan of Liquidation (the “Plan”) under chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of SA Camino Bandera, LLC (the “Debtor”) cash on and from the prior Liquidation of Debtor’s sole asset.

This Plan provides for one class of general unsecured claims; one class of disputed unsecured claims, and one class of equity claims. Creditors holding allowed unsecured claims shall receive 100% of their claims within 7 days of the effective date. The disputed unsecured claims and equity holders shall be paid an agreed amount pursuant to the mediated settlement agreement (“MSA”) attached as Exhibit 1 to this Plan.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.**

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

Class	Description	Impaired?	Voting?
2.01. <u>Class 1.</u>	General Unsecured Creditors	No	No
2.02. <u>Class 2.</u>	Disputed Claimants	Yes	Yes
2.03. <u>Class 3.</u>	Equity Holders	No	No

**ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

Administrative claim/ claim amendment deadline:

Notwithstanding anything to the contrary in this plan, all administrative claims incurred prior to June 8, 2016 (or amendments thereof), and amendments to timely filed prepetition claims (excluding claims under the msa) shall be filed with the court and served on all parties in interest as a notice of claim or motion to approve claim/fees no later than 7 days prior to the first confirmation hearing date set by the court, except for united states trustee claims.

All administrative claims (or amendments thereof) except united states trustee claims incurred after June 7, 2016, shall be filed with the court and served on all parties in interest as a notice of claim or motion to approve claim/fees no later than 7 days after the confirmation order becomes final and no longer subject to appeal.

Debtor or any party in interest shall object to any timely filed administrative claim (or amendment thereof) and any timely filed amendment to prepetition claims (excluding claims under the msa) within 14 days of their filing; otherwise, the claim shall be deemed allowed and paid pursuant to the plan of reorganization.

All untimely filed administrative claims (or amendments thereof) and amendments to prepetition claims are barred.

3.01 Administrative Expenses: Although not classified, the professionals who have provided services to the Debtor during the pendency of this Chapter 11 case are entitled to administrative claim treatment. These claims do not include other administration priority claims allowed under 11 U.S.C. § 503. Professional Fees shall be paid in the ordinary course as priority claims under 11 U.S.C. § 507(a). Debtor has administrative priority claims owed to utility companies for utility expenses incurred during the bankruptcy under 11 U.S.C. § 503, which shall be paid if timely filed and not objected to as provided for herein. The total amount of all administrative expenses are estimated to be as follows:

The estimated amount of such claims is as follows:

<u>The Smeberg Law Firm. (Attorneys)</u>	<u>\$20,000.00 after application of</u>
<u>retainer funds held in trust.</u>	
<u>United States Trustee Fees</u>	<u>\$12,675.00</u>
<u>Utilities</u>	<u>\$2100.00</u>
<u>Total Estimated Administrative Claims</u>	<u>\$ 34,775.00</u>

[This estimate is subject to revision; no claim for administrative claims can be paid absent Court approval.]

Professional Fees: The amount of the professional fees disclosed above is an approximate amount. It is unknown at this time exactly how much money will be incurred in professional fees in this Chapter 11 case. A final determination cannot be made until such time as the case is closed as to reasonable professional fees for the provision of whatever services become necessary in this Chapter 11 case. Any other allowed professional costs and expenses of administration of the Debtor's Chapter 11 bankruptcy cases will also be entitled to administrative treatment. These will be paid in full at confirmation (to the extent not paid previously), less any retainers already received, after approval by the Court of said fees. The anticipated administrative expenses of the Debtor are moderate for a case of this size.

U.S. Trustee Fees: All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

Unsecured Priority Claims: IRS filed an unsecured claim. If the IRS files a priority claim prior to the Administrative/Claim Amendment deadline and the claim is allowed, it shall be paid 100% within 7 days of the Effective Date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

Claims and interests shall be treated as follows under this Plan:

4.01 Class 1 Claims: The Class 1 claims consist of the claims of general unsecured creditors which existed prior to the case filing. The unsecured claims include the claims scheduled on the Debtor's Schedules (Schedule F) and/or filed with the Court, including any amendments to schedules and claims, and are as follows:

IRS:	\$1616.40	
Ricardo Sanchez:	\$10,548	
Jim Murray	\$730.00	<u>Credited against Your Fitness 365 Debt</u>
CPS	\$699.72	
SAWS	\$0	
Total	\$13,894.40	

The Class 1 creditors shall receive (100%) of the unsecured creditors allowed claim seven (7) days after the Effective Date.

The Class 1 claims are deemed to be unimpaired under the Plan and will not vote on the Plan.

4.02 Class 2 Claims: The Class 2 claims consist of the unsecured claims of the Disputed Claimants and are as follows:

Perry Parties: 43.48% of Net Assets as Defined in the MSA attached as Exhibit 1
Berlanga Parties: 13.04% of Net Assets as Defined in the MSA

The Class 2 creditors shall receive their respective share of the Net Assets as defined in the MSA attached as Exhibit 1.

The Disputed Claimants shall be paid 93% of their distribution within 7 days of the Effective Date. Disputed Claimants shall be paid the remainder of their distribution within 7 days of the Court entering a final decree, minus an amount to cover reasonable expenses associated with final disposition of the estate. Notwithstanding the foregoing, in the event the estate has future income anticipated to be received by the estate after the estate has closed, the Disputed Claimants shall receive their prorata share of the income (minus reasonable expenses related to distributing the income) on a quarterly basis until all Net Assets have been distributed.

The Class 2 claims are impaired and shall vote on the plan.

4.03 Class 3 Claims: The Class 3 claims consist of the claims of the equity interest holders of the Debtor. The Class 3 creditors shall each receive 21.74% of the Net Assets as Defined in the MSA.

Class 3 is unimpaired and shall retain its ownership interest of the Debtor. The two Class 3 claimants are Danny Lara and Daniel Ramirez.

The equity holders shall be paid 93% of their distribution within 7 days of the Effective Date. The equity holders shall be paid the remainder of their distribution within 7 days of the Court entering a final decree, minus an amount to cover reasonable expenses associated with final disposition of the estate. Notwithstanding the foregoing, in the event the estate has future income anticipated to be received by the estate after the estate has closed, The equity holders shall receive their prorata share of the income (minus reasonable expenses related to distributing the income) on a quarterly basis until all Net Assets have been distributed.

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS AND LITIGATION
SETTLEMENTS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated. Debtor shall file all objections to claims within 60 days of the Confirmation Date.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

Debtor has one outstanding receivable owed by Your Fitness 365, LLC (“Your Fitness 365”), and guaranteed by Jim Murray, which is a current tenant in the Property. Your Fitness 365 purchased the fitness center in the Property from Dan Ramirez and did not pay rent through May 2016 of \$15,858 per month. Your Fitness 365 disputes whether rent is owed through May 2016, and Debtor has settled this issue by having Your Fitness 365 pay Debtor \$12,000.00 as follows: 6 payments of \$250 with the first three payments offset by the \$730.00 owed to Jim Murray in Class 1, then equal payments of \$450 until the \$12,000 is paid in full. All payments shall be made by the fifteenth day of the month, with the first payment (offset as discussed) occurring on the 15th day of the month 30 days after confirmation of the plan. Upon default, Debtor shall send written notice by certified mail to Your Fitness 365 at Your Fitness 365, 9703 Bandera Road, #101, San Antonio, TX 78250. If the default is not cured within 7 days of the mailing of the letter, then Debtor may initiate collection proceedings against Jim Murray and Your Fitness 365 (including but not limited to filing suit) for the remaining balance of this settlement agreement at 18% interest and for costs of court, attorney fees, and pre and post judgment interest.¹ Murray and Your Fitness 365 shall have no more than 2 opportunities to cure a default and a third default shall not be curable. Upon payment of the entire \$12,000 plus any default interest and collection costs, Jim Murray and Your Fitness 365 shall be released from any and all rent or other funds due related to its lease that were incurred prior to May 31, 2016. By voting for Debtor’s plan of reorganization, Jim Murray and Your Fitness 365, LLC shall have agreed to this settlement. Confirmation of Debtor’s Plan of Liquidation shall constitute court approval of this agreement.

5.04 The “Disputed Claimants” As discussed in detail in the Debtor’s Disclosure Statement, the Disputed Claimants were in various disputes with Debtor and Debtor’s principals. The parties resolved these claims through the MSA attached as Exhibit 1. Confirmation of

¹ Jim Murray contends that Attorney Ron Smeberg filed an LLC for him approximately ten years ago. Ron Smeberg has no record of the filing; however, the possible conflict has been disclosed to the Debtor, its principals and the parties to the MSA. The parties have all agreed that no material conflict exists. If Murray and Your Fitness 365, LLC default on the settlement, then new counsel shall pursue the debt.

Debtor's Plan of Liquidation shall constitute court approval of the MSA and upon Court approval, the MSA shall be binding on all parties to the MSA.

UPON REQUEST BY ANY PARTY TO THE MSA, DEBTOR'S COUNSEL SHALL SEND THE PARTIES TO THE MSA A NOTICE BY EMAIL OF THEIR PROJECTED TOTAL PAYOUT AND REASONING THEREOF UNDER THE MSA. ANY OBJECTION TO THE TOTAL PROJECTED PAYOUT UNDER THE MSA AND THE REASONING THEREOF SHALL BE FILED WITH THE COURT AS A MOTION FOR NEW TRIAL PURSUANT TO BANKRUPTCY RULE 9023. IF NO TIMELY OBJECTION IS FILED, THEN THE MSA AGREEMENT AND ALL RELEASES THEREIN SHALL BE DEEMED FINAL, IRREVOCABLE AND UNVOIDABLE, REGARDLESS OF THE ACTUAL PAYOUT TO THE PARTIES.

5.05 The "Vantage Bank disputes" As discussed in detail in Debtor's Disclosure Statement, Debtor and its principals are currently involved in litigation with Vantage Bank. This litigation shall be resolved by the settlement agreement attached as Exhibit 2. Confirmation of Debtor's Plan of Liquidation shall constitute court approval of Exhibit 2, and upon Court approval, Exhibit 2 shall be binding on all parties to Exhibit 2.

ARTICLE VI
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

None.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

Debtor shall make all payments envisioned by this Plan of Liquidation using cash on hand from the sale of Debtor's assets, income from prior operations, and income from third party claims. Debtor's counsel the Smeberg Law Firm, PLLC shall act as the disbursing agent.

Daniel Ramirez shall file the 2016 tax returns for the Debtor.

ARTICLE VIII
GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

- 8.01.1 Administrative Claim shall mean any Claim that is defined in Section 503(b) of the Bankruptcy Code as being an “administrative expense” within the meaning of such section and referenced in Bankruptcy Code Section 507(a)(1) including, without limitation, the actual necessary costs and expenses of preserving the Debtor’s estate and operating the business of the Debtor, including wages, salaries, or commissions for services rendered after the commencement of the case, compensation for legal and other services and reimbursement of expenses. Allowed or awarded under Bankruptcy Code Sections 33(a) or 331, and all fees and charges assessed against the estate of the Debtor under title 28 of the United States Code
- 8.01.2 Allowed Claim or Allowed Interest shall mean a Claim or Interest (a) in respect of which a proof of claim or application has been filed with the Bankruptcy Court within the applicable period of limitation fixed by Bankruptcy Rule 3001 or (b) scheduled in the list of Creditors prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(b) and not listed as Disputed Claims or contingent or liquidated as to amount, in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Bankruptcy rule 3001 or an order of the Bankruptcy Court, or this Plan, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceedings is pending or as otherwise allowed under this Plan. An Allowed Claim may refer to a Secured Claim, a General Unsecured Claim, an Administrative Claim or a Priority Claim as the context provides.
- 8.01.3 Avoidance Actions shall mean those causes of action provided for under Sections 547 to 551 of the Bankruptcy Code, causes of action under applicable non-bankruptcy law for fraudulent transfer or similar legal theories.
- 8.01.4 Bankruptcy Code shall mean the Bankruptcy Code, 11 U.S.C. §101 *et seq.*, as it existed on the Filing Date
- 8.01.5 Bankruptcy Court shall mean the United States Bankruptcy Court for the Western District of Texas, San Antonio Division, in which the Debtor’s Chapter 11 case, pursuant to which the Plan is proposed, is pending, and any Court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.
- 8.01.6 Bankruptcy Estate shall mean all of the assets owned by the Debtor and its estate.
- 8.01.7 Cash shall mean Cash and Cash equivalents including, without limitation, checks and wire transfers.
- 8.01.8 Claim shall have the meaning given in Section 101 of the Bankruptcy Code, to wit, any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against the Debtor in

existence on or before the Filing Date, whether or not such right to payment or right to equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, legal, secured or unsecured whether or not asserted.

- 8.01.9 Class shall mean any class into which Allowed Claims or Allowed Interests are classified pursuant to Article 4.
- 8.01.10 Confirmation Date shall mean the date upon which the Confirmation Order is entered by the Clerk of the Bankruptcy Court.
- 8.01.11 Confirmation Hearing shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Plan.
- 8.01.12 Confirmation Order shall mean the order entered by the Bankruptcy Court confirming this Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.
- 8.01.13 Creditor shall mean any entity holding a Claim.
- 8.01.14 Debtor shall mean SA Camino Bandera, LLC
- 8.01.15 Disbursing Agent shall mean the Debtor.
- 8.01.16 Disclosure Statement shall mean the written document filed by the Debtor in accordance with Section 1125(b) of the Bankruptcy Code containing information sufficient to enable a hypothetical reasonable investor typical of Holders of Claims or Interests of the relevant Class to make an informed judgment about this Plan.
- 8.01.17 Disallowed Claim shall mean any Claim or portion thereof which has been disallowed by a Final Order and includes any Claim which is not an Allowed Claim for any other reason.
- 8.01.18 Disputed Claim shall mean that portion (including, where appropriate, the whole) or any Claim (other than an Allowed Claim) that (a) is listed in Debtor's schedules of liabilities as disputed, contingent, or unliquidated; (b) is listed in the Debtor's schedules of liabilities and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim exceeds the scheduled amount; (c) is not listed in the Debtor's schedules of liabilities, but as to which a proof of Claim has been filed with the Bankruptcy Court; or (d) as to which an objection has been filed and has not become an Allowed Claim.
- 8.01.19 Effective Date the Effective Date of the Plan shall be the date the confirmation order becomes final and not appealable, which is typically 14 days after the Court signs the Confirmation Order as long as no one files 1) a motion for rehearing/new

trial or 2) a notice of appeal. Other issues that could affect the Effective Date are the filing of a motion to file or amend a claim, the filing of an adversary action or the filing of a counterclaim to a claim objection. If an event occurs that reasonably may cause the Net Assets discussed herein to be less than \$215,000, then the Debtor reserves the right to petition the Court before or after the Effective Date to change the Effective Date and change the date funds are distributed to creditors.

- 8.01.20 Equity Interest shall mean the interests represented by an “equity security” as defined in Section 101 of the Bankruptcy Code.
- 8.01.21 Executory Contracts shall mean any Pre-petition Unexpired Lease(s) or executor contract(s) of the Debtor within the meaning of Section 365 of the Bankruptcy Code.
- 8.01.22 Filing Date shall mean February 4, 2016, the date Debtor filed its voluntary petition under Chapter 11 of the Bankruptcy Code.
- 8.01.23 Final Order shall mean an order or judgment of a Court which has become final in accordance with law, and which has not been stayed pending appeal.
- 8.01.24 General Unsecured Claim shall mean either (i) a Claim that is not secured by a lien, security interest or other charge against or interest in property in which Debtor has an interest or which is not subject to setoff under Section 553 of the Bankruptcy Code; (ii) a Claim that is not a Secured Claim; (iii) a claim that is not an Administrative Claim; (iv) a Claim that is not a Priority Claim; or (v) a Claim that is not otherwise entitled to priority under Bankruptcy Code Sections 503 or 507.
- 8.01.25 Holder shall mean the owner or Holder of any Claim or Interest.
- 8.01.26 Interest shall mean an Interest (a) in respect to which a proof of interest has been filed with the Bankruptcy Court within the applicable period of limitation fixed by Bankruptcy Rule 3001 or (b) scheduled in the list of Equity Security Holders prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(b).
- 8.01.27 Insider has the definition ascribed to it under the Bankruptcy Code.
- 8.01.28 Lien shall mean a “lien” as defined in Section 101(37) of the Bankruptcy Code.
- 8.01.29 Net Proceeds shall mean, any cash recovery, the funds remaining after a final judgment on an Avoidance Action, net of all legal fees (and/or contingency legal fees), costs and expenses of suit. The Net Proceeds, for any non-cash recovery, is the amount of cash remaining after the final judgment and recovery of non-cash asset is liquidated and the cash proceeds are distributed net of all legal fees,

costs and expenses of suit. Compromises of Avoidance Actions may include cash or benefits to the Debtor or Reorganized Debtor and are not Net Proceeds.

- 8.01.30 Person shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, or a government or any agency or political subdivision thereof.
- 8.01.31 Plan shall mean this Chapter 11 Plan, as altered, modified or amended in accordance with the terms hereof in accordance with the Bankruptcy Code, the Bankruptcy Rules and this Plan.
- 8.01.32 Priority Tax Claims shall mean any claim that is defined in Section 507(a)(8) of the Bankruptcy Code.
- 8.01.33 Professionals shall mean all professionals employed in this case pursuant to Section 327 or 1103 of the Bankruptcy Code.
- 8.01.34 Pro-Rata shall mean the proportion that the Allowed amount of such Claim bears to the aggregate amount of Claims in each respective Class.
- 8.01.35 Secured Claim shall mean a claim secured by a lien, security interest or other charge against or interest in property in which the Debtor has an interest, or which is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value (determined in accordance with Section 506(a) of the Bankruptcy Code) of the interest of the Holder of such Claim in the Debtor's interest in such property or to the extent of the amount subject to such setoff, as the case may be.
- 8.01.37 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.
- 8.01.38 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.
- 8.01.39 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
- 8.01.40 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

ARTICLE IX

EFFECT OF CONFIRMATION

9.01 Legally Binding Effect. The provisions of this Plan shall bind all Creditors and Interest Holders, whether or not they accept this Plan. On and after the Effective Date, all holders of Claims shall be precluded and forever enjoined from asserting any (i) Claim against the Debtor based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan; and (ii) derivative claims, including claims against third parties asserting alter ego claims, fraudulent transfer claims, guaranty claims or any type of successor liability based on acts or omissions of the Debtor.

9.02 Limited Discharge of Debtor and Injunction. The entry of the Confirmation Order will operate as a general resolution with prejudice, as of the Effective Date, of all pending Legal Proceedings, if any, against the Debtor and its assets and properties and any proceedings not yet instituted against the Debtor or its assets, except as otherwise provided in the Plan. Except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons who have held, may have held, hold, or may hold Claims against the Debtor are permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtor or its property, with respect to any such Claim, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any such Claim against the Debtor or its property, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or its property, with respect to such Claim, (d) asserting any right of subrogation of any kind against any obligation due to the Debtor or the property of the Debtor or the Estate with respect to any such Claim and (e) asserting any right of setoff or recoupment against the Debtor or the Estate except as specifically permitted by § 553 of the Bankruptcy Code. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, all injunctions or automatic stays provided for in these cases pursuant to § 105, if any, or § 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date will remain in full force and effect until the Effective Date.

9.03 Limited Protection of Certain Parties in Interest. Neither (a) the Debtor, or any of its respective employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by the Debtor, nor (b) each Professional for the Debtor or any of their employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by any of them, (the persons identified in (a) and (b), are collectively referred to as "Protected Persons"), shall have or incur any liability to any Person or Entity under any theory of liability for any act or omission occurring on or after the Petition Date in connection with or related to the Debtor, the Chapter 11 Case, or the Estate, including, but not limited to, (i) formulating, preparing disseminating, implementing, confirming, consummating or administering this Plan (including soliciting acceptances or rejections thereof); or (ii) the Disclosure Statement or any contract, instrument, release or other agreement or document entered into or any action taken or omitted to be taken in connection with this Plan, except for acts constituting willful misconduct, gross negligence, or *ultra vires* activity and in all respects such Protected Persons shall be entitled to rely in good faith upon the advice of counsel. In any action, suit or Legal Proceeding by any Person contesting any action by, or non-action of any Protected Person as

constituting willful misconduct, gross negligence, or *ultra vires* activity or not being in good faith, the reasonable attorneys' fees and costs of the prevailing party will be paid by the losing party and as a condition to going forward with such action, suit, or Legal Proceeding at the outset thereof, all parties thereto will be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys' fees and costs in the event they fail to prevail.

9.04 Continuation of Anti-Discrimination Provisions of Bankruptcy Code. A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Debtor, or another Person with whom the Debtor has been or are associated or affiliated, solely because of the commencement, continuation, or termination of the case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a Governmental Unit.

9.05 Preservation of Claims and Rights. Confirmation of this Plan effects no settlement, compromise, waiver or release of any Claim, Cause of Action, Right of Action or claim for relief unless this Plan or the Confirmation Order specifically and unambiguously so provides. The non-disclosure or non-discussion of any particular Claim, Cause of Action, Right of Action or claim for relief is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim, Cause of Action, Right of Action or claim for relief.

The Debtor reserves and retain any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the Confirmation Date, the Effective Date, and/or any Distribution date, including, without limitation, any and all Causes of Action, Rights of Action and/or claims for relief that the Debtor may have against (i) any insurer and/or insurance policies in which either the Debtor and/or its current or former personnel have an insurable or other interest in or right to make a claim against, any other of the Debtor's insurers; (ii) any recipient of a transfer identified in the Debtor's statement of financial affairs, including any amendments thereto, filed in this Chapter 11 Case based on Causes of Action under chapter 5 of the Bankruptcy Code; or (iii) the parties set forth in the Plan based on any Causes of Action, Rights of Action, Avoidance Actions or claims for relief. The entry of the Confirmation Order shall not constitute *res judicata* or otherwise bar, estop or inhibit any actions by the Debtor relating to any claims, Causes of Action or Rights of Action referred to in this Article 9, or otherwise. Except as specifically set forth herein, the Debtor shall constitute the representative of the Estates for purposes of retaining, asserting and/or enforcing Rights of Action under § 1123(b)(3)(B) of the Bankruptcy Code.

ARTICLE X
DEFAULT

Upon default by the Liquidating Debtor, creditors (other than the Internal Revenue Service) are required to provide written notice of such Default to the Liquidating Debtor and their counsel, The Smeberg Law Firm, PLLC by certified mail, return receipt requested, and by regular first class mail, and the Liquidating Debtor shall have fifteen (15) days from the date of the notice to cure the default. Any defect in such default notice shall toll the running of the fifteen (15) day cure period. Notice of default shall be given to the Liquidating Debtor and Ronald Smeberg. If the Liquidating Debtor fails to cure within the thirty (30) day cure period provided herein, creditors shall be allowed to foreclose their liens without further notice of hearing before the Court. The Liquidating Debtor shall be entitled to three (3) notices of default for each calendar year. On the fourth (4th) notice of default for a calendar year, creditors shall be allowed to foreclose their liens without further notice of hearing before the Court, or move to have the case converted to a case under Chapter 7.

Default on IRS Debt

(a) The debt owed by the Debtor to the IRS (except unsecured non priority debt) is a nondischargeable debt, except as otherwise provided for in the Bankruptcy Code, and that if the Debtor should default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; and

(b) a failure by the Debtor to make a payment to the IRS pursuant to the terms of the Plan shall be an event of default; as to the IRS, there is an event of default if payment is not received by the 15th day of each month; if there is a default to IRS, IRS must send written demand for payment to the Debtor and said payment must be received by the IRS within fifteen (15) days of the date of the demand letter; the Debtor can receive up to five (5) notices of default from the IRS; however, on the fifth default cannot be cured, and the IRS may accelerate its allowed claim(s), past or future, and declare the outstanding amount of such claim(s) to be immediately due and owing, and pursue any and all available state and federal rights and remedies.

(c) The IRS is bound by the provisions of the confirmed Plan and is barred under Section 1141 from taking any collection action against the Debtor for pre-petition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 U.S.C. Sec. 6503(h) for tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS has been made; or (2) 30 days after the date of a demand letter for which the Debtor failed to cure the default.

Notwithstanding this Article Default, if the Debtor reasonably believes such events have happened that will cause the Net Assets as defined in the MSA to be less than \$215,000, then Debtor's filing of a motion to modify the effective date or modify the plan while not making payments under the plan shall not be an event of default.

Respectfully submitted,

SA Camino Bandera, LLC.

BY: /s/ Danny Lara
Name: Danny Lara
Its: Managing Member

THE SMEBERG LAW FIRM, PLLC

BY: /s/ Ronald J. Smeberg
Ronald J. Smeberg
SBN: 24033967
2010 West Kings Highway
San Antonio, Texas 78201
Tel: (210) 695-6684
Fax: (210) 598-7357
Attorney for Debtor

MOR-1
 CASE NAME: SA Camino Bandera, LLC
 CASE NUMBER: 16-50283
 PROPOSED PLAN DATE: Jun-16

UNITED STATES BANKRUPTCY COURT

PETITION DATE: 02/01/16
 DISTRICT OF TEXAS: Western
 DIVISION: San Antonio

MONTHLY OPERATING REPORT SUMMARY FOR MONTH

REVENUES (MOR-6)	MONTH	February	March	April	May	June	July
INCOME BEFORE INT. DEPREC. TAX (MOR-6)		14,820.40	12,230.31	281.19	0.00	0.00	0.00
NET INCOME (LOSS) (MOR-6)		0.00	0.00	-40.00	0.00	0.00	0.00
PAYMENTS TO INSIDERS (MOR-9)		0.00	0.00	-40.00	0.00	0.00	0.00
PAYMENTS TO PROFESSIONALS (MOR-9)		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS (MOR-8)		14,820.40	12,230.31	321.19	0.00	0.00	0.00

The original of this document must be filed with the United States Bankruptcy Court and a copy must be sent to the United States Trustee

REQUIRED INSURANCE MAINTAINED AS OF SIGNATURE DATE

	YES	NO	EXP. DATE
CASUALTY	YES X	NO	06/01/16
LIABILITY	YES X	NO	06/01/16
VEHICLE	YES	NO	
WORKERS	YES	NO	
OTHER	YES	NO	

Are all accounts receivable being collected within terms? Yes No

Are all post-petition liabilities, including taxes, being paid within terms? Yes No

Have all tax returns and other required government filings been timely paid? Yes No

Have any pre-petition liabilities been paid? Yes No

If so, describe: _____

Are all funds received being deposited into Debtor in Possession bank accounts? Yes No

Were any assets disposed of outside the normal course of business? Yes No

If so, describe: _____

Are all U.S. Trustee Quarterly Fee Payments current? Yes No

What is the status of your Plan or Reorganization? _____

ATTORNEY NAME: Ronald J. Simeberg
 FIRM NAME: The Simeberg Law Firm, PLLC
 ADDRESS: 2010 West Kings Highway
 CITY, STATE, ZIP: San Antonio, 78201
 TELEPHONE FAX: (210) 210-695-6684

INITIALS _____
 DATE _____
 UST USE ONLY

I certify under penalty of perjury that the following complete Monthly Operating Report (MOR), consisting of MOR-1 through MOR-9 plus attachments, is true and correct.

SIGNED X Daniel Ramirez (ORIGINAL SIGNATURE) TITLE: Member
 (PRINT NAME OF SIGNATORY) DATE: 6-7-2016
 DATE Revised 11/03/05

CASE NAME: SA Caminito Bandera, LLC
 CASE NUMBER: 16-50283

COMPARATIVE BALANCE SHEETS

ASSETS	Month 2/1/16-2/29/16	MONTH 3/1/16-3/31/16	MONTH 4/1/16-4/30/16	MONTH	MONTH	MONTH	MONTH
CURRENT ASSETS							
Cash	20.00	20.00	-20.00				
Accounts Receivable, Net							
Inventory: Lower of Cost or Market	0.00						
Prepaid Expenses	0.00						
Investments	0.00						
Other Liquid Capital Reserve Account	0.00						
TOTAL CURRENT ASSETS	20.00	20.00	-20.00				
PROPERTY, PLANT & EQUIP. @ COST	3,050,000.00	3,050,000.00	3,050,000.00				0.00
Less Accumulated Depreciation	0.00						
NET BOOK VALUE OF PP & E	3,050,000.00	3,050,000.00	3,050,000.00				
OTHER ASSETS							
1. Tax Deposits	0.00						
2. Investments in Subsidiaries	0.00						
3. Electric Deposit	0.00						
4.							
TOTAL ASSETS	\$3,050,020.00	\$3,050,020.00	\$3,049,980.00	\$0.00	\$0.00	\$0.00	\$0.00

* Per Schedules and Statement of Affairs

MOR-2

Revised 11 08 09

CASE NAME: SA Caminio Bandera, LLC
 CASE NUMBER: 16-50283

STATEMENT OF INCOME (LOSS)

	MONTH 2/1/16-2/29/16	MONTH 3/1/16-3/31/16	MONTH 4/1/16-4/30/16	MONTH	MONTH	MONTH	MONTH	FILING TO
REVENUES (MOR-1)	14,820.40	12,230.31	281.19					27,331.90
TOTAL COST OF REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GROSS PROFIT	14,820.40	12,230.31	281.19	0.00	0.00	0.00	0.00	27,331.90
OPERATING EXPENSES:								
Rent	11,750.00	11,750.00	0.00	0.00	0.00	0.00	0.00	23,500.00
Insurance	3,070.40							3,070.40
SAWS		480.31	281.19					761.50
Bank Fees			40.00					40.00
Other/Payroll								0.00
Other/Leases: Utilities, Vehicles, Fuel, Maint								0.00
TOTAL OPERATING EXPENSES	14,820.40	12,230.31	321.19	0.00	0.00	0.00	0.00	27,371.90
INCOME BEFORE INT. DEPR/TAX (MOR-1)	0.00	0.00	-40.00	0.00	0.00	0.00	0.00	-40.00
INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER (INCOME) EXPENSE*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER ITEMS**	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INT. DEPR & OTHER ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME BEFORE TAXES	0.00	0.00	-40.00	0.00	0.00	0.00	0.00	-40.00
FEDERAL INCOME TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME (LOSS) (MOR-1)	\$0.00	\$0.00	(\$40.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$40.00)

Account Accounting Required. Otherwise Footnote with Explanation
 * Footnote Mandatory
 ** Final and or subsequent filings outside the ordinary course of business requires footnote

MOR-6

Revised 11.05.05

CASE NAME: SA Camilio Bandera, LLC
CASE NUMBER: 16-50283

CASH RECEIPTS AND DISBURSEMENTS	MONTH		MONTH		MONTH		MONTH		MONTH		MONTH		FILING TO
	2/1/16-2/29/16	\$20.00	3/1/16-3/31/16	\$20.00	4/1/16-4/30/16	\$20.00	MONTH	MONTH	MONTH	MONTH	MONTH		
1 CASH-BEGINNING OF MONTH RECEIPTS:													\$20.00
2 row	14,820.40		12,230.31		281.19								27,331.90
3 COLLECTION OF ACCOUNTS RECEIVABLE													0.00
4 LOANS & ADVANCES (attach list)													0.00
5 SALE OF ASSETS													0.00
6 OTHER (attach list)													0.00
TOTAL RECEIPTS**	14,820.40		12,230.31		281.19		0.00		0.00			0.00	27,331.90
(Withdrawal) Contributed on by Individual Debtor MFR-2*													0.00
DISBURSEMENTS:													0.00
7 NET PAYROLL													0.00
8 Bank Fees													0.00
9 SALES, USE & OTHER TAXES PAID					40.00								40.00
10 SECURED RENTAL/LEASES													0.00
11 UTILITIES & TELEPHONE			480.31		281.19								0.00
12 INSURANCE	3,070.40												3,070.40
13 INVENTORY PURCHASES													0.00
14 VEHICLE EXPENSES													0.00
15 TRAVEL & ENTERTAINMENT													0.00
16 REPAIRS, MAINTENANCE & SUPPLIES													0.00
17 ADMINISTRATIVE & SELLING													0.00
18 ADEQUATE PROTECTION PAYMENTS(S)													0.00
19 SUBCONTRACTOR PAYMENT(S)													0.00
20 FACTORING FEES													0.00
21 OTHER (attach list)													0.00
TOTAL DISBURSEMENTS FROM OPERATIONS	3,070.40		480.31		321.19		0.00		0.00			0.00	3,871.90
20 Adequate Assurance	11,750.00		11,750.00										23,500.00
21 U/S TRUSTEE FEES	0.00												0.00
22 OTHER REORGANIZATION EXPENSES (attach list)	0.00												0.00
TOTAL DISBURSEMENTS**	14,820.40		12,230.31		321.19		0.00		0.00			0.00	27,371.90
23 NET CASH FLOW	0.00		0.00		-40.00		0.00		0.00			0.00	-40.00
24 CASH - END OF MONTH (MOR-2)	\$20.00		\$20.00		(\$20.00)		\$0.00		\$0.00			\$0.00	(\$20.00)

MOR-7

* Applies to Individual debtors only
**Numbers for the current month should balance (match)
RECEIPTS and CHECKS/OTHER DISBURSEMENTS lines on MOR-8

Form **1065**
 Department of the Treasury
 Internal Revenue Service

U.S. Return of Partnership Income
 For calendar year 2015, or tax year beginning _____, 2015,
 ending _____, 20 _____

OMB No. 1545-0123
2015

Information about Form 1065 and its separate instructions is at www.irs.gov/form1065.

A Principal business activity <u>Rental Real Estate</u>	Type or Print	Name of partnership <u>SA Camino Bandera, LLC</u>	D Employer identification no. <u>26-2382890</u>
B Principal product or service <u>Commercial Real Estate</u>		Number, street, and room or suite number. If a P.O. box, see the instructions. <u>19306 Terra Brook</u>	E Date business started <u>04/10/08</u>
C Business code number <u>531120</u>		City or town, state or province, country, and ZIP or foreign postal code <u>San Antonio TX 78255</u>	F Total assets (see the instrs) <u>\$ 2,792,046.</u>

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return
 (6) Technical termination — also check (1) or (2)

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) _____

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year _____ **2**

J Check if Schedules C and M-3 are attached

Caution. Include **only** trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

INCOME	1 a Gross receipts or sales	1 a	
	b Returns and allowances	1 b	
	c Balance. Subtract line 1b from line 1a		1 c
	2 Cost of goods sold (attach Form 1125-A)		2
	3 Gross profit. Subtract line 2 from line 1c		3
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		5
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6
7 Other income (loss) (attach statement)		7	
8 Total income (loss). Combine lines 3 through 7		8	
SEE INSTRUCTIONS FOR LIMITATIONS	9 Salaries and wages (other than to partners) (less employment credits)		9
	10 Guaranteed payments to partners		10
	11 Repairs and maintenance		11
	12 Bad debts		12
	13 Rent		13
	14 Taxes and licenses		14
	15 Interest		15
	16 a Depreciation (if required, attach Form 4562)	16 a	
	b Less depreciation reported on Form 1125-A and elsewhere on return	16 b	16 c
	17 Depletion (Do not deduct oil and gas depletion.)		17
	18 Retirement plans, etc.		18
19 Employee benefit programs		19	
20 Other deductions (attach statement)		20	
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20		21	
22 Ordinary business income (loss). Subtract line 21 from line 8		22	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member manager) is based on all information of which preparer has any knowledge.

Signature of general partner or limited liability company member manager: [Signature] Date: 06/06/16

May the IRS discuss this return with the preparer shown below (see instrs)? Yes No

Paid Preparer Use Only

Print/Type preparer's name: _____ Preparer's signature: _____ Date: _____ Check if self-employed PTIN: _____

Firm's name: Self-Prepared Firm's EIN: _____

Firm's address: _____ Phone no.: _____

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:		Yes	No
a <input type="checkbox"/> Domestic general partnership	b <input type="checkbox"/> Domestic limited partnership		
c <input checked="" type="checkbox"/> Domestic limited liability company	d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership	f <input type="checkbox"/> Other ▶		

2 At any time during the tax year, was any partner in the partnership a disregarded entity, a partnership (including an entity treated as a partnership), a trust, an S corporation, an estate (other than an estate of a deceased partner), or a nominee or similar person?			X
---	--	--	---

3 At the end of the tax year:			
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership.			X

b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If 'Yes,' attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership.	X		
--	---	--	--

4 At the end of the tax year, did the partnership:			
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (iv) below.			X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (v) below			X
--	--	--	---

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

5 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details.			X
--	--	--	---

6 Does the partnership satisfy all four of the following conditions?			
a The partnership's total receipts for the tax year were less than \$250,000.			
b The partnership's total assets at the end of the tax year were less than \$1 million.			
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.			
d The partnership is not filing and is not required to file Schedule M-3 If 'Yes,' the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or Item L on Schedule K-1.			X

7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?			X
---	--	--	---

8 During the tax year, did the partnership have any debt that was cancelled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?			X
---	--	--	---

9 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?			X
---	--	--	---

10 At any time during calendar year 2015, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If 'Yes,' enter the name of the foreign country. ▶			X
--	--	--	---

Schedule B Other Information (continued)

	Yes	No
11 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If 'Yes,' the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions.		X
12a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.		X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instructions		X
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If 'Yes,' attach a statement showing the computation and allocation of the basis adjustment. See instrs		X
13 Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) <input type="checkbox"/>		
14 At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
15 If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities, enter the number of Forms 8858 attached. See instructions ▶		
16 Does the partnership have any foreign partners? If 'Yes,' enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
17 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return. ▶		
18a Did you make any payments in 2015 that would require you to file Form(s) 1099? See instructions		X
b If 'Yes,' did you or will you file required Form(s) 1099?		
19 Enter the number of Form(s) 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return. ▶		
20 Enter the number of partners that are foreign governments under section 892. ▶		

Designation of Tax Matters Partner (see instructions)

Enter below the general partner or member-manager designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP ▶	<u>Daniel Ramirez</u>	Identifying number of TMP ▶	
If the TMP is an entity, name of TMP representative ▶		Phone number of TMP ▶	
Address of designated TMP ▶	<u>19306 Terra Brook San Antonio, TX 78255</u>		

Schedule K-1 Partners' Distributive Share Items		Total amount		
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1		
	2 Net rental real estate income (loss) (attach Form 8825)	2	-9,875.	
	3a Other gross rental income (loss)	3a		
	b Expenses from other rental activities (attach stmt)	3b		
	c Other net rental income (loss). Subtract line 3b from line 3a	3c		
	4 Guaranteed payments	4		
	5 Interest income	5		
	6 Dividends: a Ordinary dividends	6a		
	b Qualified dividends	6b		
	7 Royalties	7		
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8		
Income (Loss)	9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a		
	b Collectibles (28%) gain (loss)	9b		
	c Unrecaptured section 1250 gain (attach statement)	9c		
	10 Net section 1231 gain (loss) (attach Form 4797)	10		
	11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12		
	13a Contributions	13a		
	b Investment interest expense	13b		
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)		
d Other deductions (see instructions) Type ▶	13d			
Self-Employment	14a Net earnings (loss) from self-employment	14a		
	b Gross farming or fishing income	14b		
	c Gross nonfarm income	14c		
Credits	15a Low-income housing credit (section 42(j)(5))	15a		
	b Low-income housing credit (other)	15b		
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable)	15c		
	d Other rental real estate credits (see instructions) Type ▶	15d		
	e Other rental credits (see instructions) Type ▶	15e		
	f Other credits (see instructions) Type ▶	15f		
Foreign Transactions	16a Name of country or U.S. possession ▶			
	b Gross income from all sources	16b		
	c Gross income sourced at partner level	16c		
	Foreign gross income sourced at partnership level			
	d Passive category ▶ e General category ▶ f Other ▶	16f		
	Deductions allocated and apportioned at partner level			
	g Interest expense ▶ h Other ▶	16h		
	Deductions allocated and apportioned at partnership level to foreign source income			
	i Passive category ▶ j General category ▶ k Other ▶	16k		
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l		
m Reduction in taxes available for credit (attach statement)	16m			
n Other foreign tax information (attach statement)				
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a	0.	
	b Adjusted gain or loss	17b		
	c Depletion (other than oil and gas)	17c		
	d Oil, gas, and geothermal properties -- gross income	17d		
	e Oil, gas, and geothermal properties -- deductions	17e		
	f Other AMT items (attach stmt)	17f		
Other Information	18a Tax-exempt interest income	18a		
	b Other tax-exempt income	18b		
	c Nondeductible expenses	18c		
	19a Distributions of cash and marketable securities	19a		
	b Distributions of other property	19b		
	20a Investment income	20a		
b Investment expenses	20b			
c Other items and amounts (attach stmt)				

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16l						1	-9,875.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other	
a General partners . . .							
b Limited partners . . .		-4,937.	-4,938.				

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets (attach stmt)				
7a Loans to partners (or persons related to partners)				
b Mortgage and real estate loans				
8 Other investments (attach stmt)				
9a Buildings and other depreciable assets	1,779,897.		1,779,897.	
b Less accumulated depreciation	89,375.	1,690,522.	89,375.	1,690,522.
10a Depletable assets				
b Less accumulated depletion				
11 Land (net of any amortization)		1,101,524.		1,101,524.
12a Intangible assets (amortizable only)				
b Less accumulated amortization				
13 Other assets (attach stmt)				
14 Total assets		2,792,046.		2,792,046.
Liabilities and Capital				
15 Accounts payable				
16 Mortgages, notes, bonds payable in less than 1 year				
17 Other current liabilities (attach stmt)				
18 All nonrecourse loans				
19a Loans from partners (or persons related to partners)				
b Mortgages, notes, bonds payable in 1 year or more				
20 Other liabilities (attach stmt)				
21 Partners' capital accounts		0.		0.
22 Total liabilities and capital		2,792,046.		2,792,046.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return
 Note. The partnership may be required to file Schedule M-3 (see instructions).

1 Net income (loss) per books	-9,875.	6 Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2 Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a Tax-exempt interest . . . \$	
3 Guaranteed prmts (other than health insurance)		7 Deductions included on Schedule K, lines 1 through 13d, and 16l, not charged against book income this year (itemize):	
4 Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16l (itemize):		a Depreciation . . . \$	
a Depreciation . . . \$		8 Add lines 6 and 7	
b Travel and entertainment . . . \$		9 Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	-9,875.
5 Add lines 1 through 4	-9,875.		

Schedule M-2 Analysis of Partners' Capital Accounts

1 Balance at beginning of year	0.	6 Distributions: a Cash	
2 Capital contributed: a Cash		b Property	
b Property		7 Other decreases (itemize):	
3 Net income (loss) per books	-9,875.		
4 Other increases (itemize):		8 Add lines 6 and 7	
5 Add lines 1 through 4	-9,875.	9 Balance at end of year. Subtract line 8 from line 5	-9,875.

Form **8825**
(Rev. December 2010)

Rental Real Estate Income and Expenses of a Partnership or an S Corporation

OMB No. 1545-1186

Department of the Treasury
Internal Revenue Service

▶ See instructions.
▶ Attach to Form 1065, Form 1065-B, or Form 1120S.

Name <u>SA Camino Bandera, LLC</u>	Employer identification number <u>26-2382890</u>
---------------------------------------	---

1	Show the type and address of each property. For each rental real estate property listed, report the number of days rented at fair rental value and days with personal use. See instructions. See page 2 to list additional properties.			
	Physical address of each property — street, city, state, ZIP code	Type — Enter code 1-8; see page 2 for list	Fair Rental Days	Personal Use Days
A	<u>9703 Bandera Road</u> <u>San Antonio, TX 78250</u>	<u>4</u>	<u>365</u>	<u>0</u>
B	-----			
C	-----			
D	-----			

Rental Real Estate Income		Properties			
		A	B	C	D
2	Gross rents	158,392.			
Rental Real Estate Expenses					
3	Advertising				
4	Auto and travel				
5	Cleaning and maintenance				
6	Commissions				
7	Insurance	3,000.			
8	Legal and other professional fees				
9	Interest	113,186.			
10	Repairs				
11	Taxes				
12	Utilities	6,443.			
13	Wages and salaries				
14	Depreciation (see instructions)	45,638.			
15	Other (list) <u>Finish Out</u>				
15	-----				
15	-----				
16	Total expenses for each property. Add lines 3 through 15	168,267.			
17	Income or (Loss) from each property. Subtract line 16 from line 2	-9,875.			
18a	Total gross rents. Add gross rents from line 2, columns A through H			158,392.	
18b	Total expenses. Add total expenses from line 16, columns A through H			-168,267.	
19	Net gain (loss) from Form 4797, Part II, line 17, from the disposition of property from rental real estate activities				
20a	Net income (loss) from rental real estate activities from partnerships, estates, and trusts in which this partnership or S corporation is a partner or beneficiary (from Schedule K-1)				
b Identify below the partnerships, estates, or trusts from which net income (loss) is shown on line 20a. Attach a schedule if more space is needed:					
(1) Name		(2) Employer identification number			
-----		-----			
-----		-----			
21	Net rental estate income (loss). Combine lines 18a through 20a. Enter the result here and on: • Form 1065 or 1120S: Schedule K, line 2, or • Form 1065-B: Part I, line 4			-9,875.	

SCHEDULE B-1
(Form 1065)
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Information on Partners Owning 50% or More of the Partnership

OMB No. 1545-0099

▶ **Attach to Form 1065. See instructions.**

Name of partnership <u>SA Camino Bandera, LLC</u>	Employer identification number (EIN) <u>26-2382890</u>
--	---

Part I **Entities Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3a)**

Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, tax-exempt organization, or any foreign government that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital

Part II **Individuals or Estates Owning 50% or More of the Partnership (Form 1065, Schedule B, Question 3b)**

Complete columns (i) through (iv) below for any individual or estate that owns, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Maximum Percentage Owned in Profit, Loss, or Capital
<u>Daniel Ramirez</u>		<u>US</u>	<u>100.0000</u>
<u>Danny Lara</u>		<u>US</u>	<u>50.0000</u>

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 1065.

Schedule B-1 (Form 1065) (12-2011)

651113

OMB No. 1545-0123

Final K-1 Amended K-1

**Schedule K-1
(Form 1065)**

2015

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax
year beginning _____, 2015
ending _____

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
26-2382890

B Partnership's name, address, city, state, and ZIP code
SA Camino Bandera, LLC
19306 Terra Brook
San Antonio, TX 78255

C IRS Center where partnership filed return
Ogden, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code
Daniel Ramirez
19306 Terra Brook
San Antonio, TX 78255

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? Individual

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	100.00000 %	100.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ _____

L Partner's capital account analysis:

Beginning capital account \$ 18,119.

Capital contributed during the year . . . \$ _____

Current year increase (decrease) . . . \$ -4,937.

Withdrawals & distributions \$ _____

Ending capital account \$ 13,182.

Tax basis GAAP Section 704(b) book
 Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If 'Yes', attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss) -4,937.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6 a	Ordinary dividends		
6 b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items A 0.
9 b	Collectibles (28%) gain (loss)		
9 c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction	19	Distributions
13	Other deductions	20	Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR USE ONLY

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

Code	Report on	Code	Report on	
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.		L Empowerment zone employment credit	See the Partner's Instructions	
Passive loss	See the Partner's Instructions	M Credit for increasing research activities		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (j)	P Other credits		
2 Net rental real estate income (loss)	See the Partner's Instructions	16 Foreign transactions	Form 1116, Part I	
3 Other net rental income (loss)	See the Partner's Instructions	A Name of country or U.S. possession		
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Partner's Instructions	C Gross income sourced at partner level		
4 Guaranteed payments	Schedule E, line 28, column (j)	<i>Foreign gross income sourced at partnership level</i>		
5 Interest income	Form 1040, line 8e	D Passive category		Form 1116, Part I
6 a Ordinary dividends	Form 1040, line 9a	E General category		
6 b Qualified dividends	Form 1040, line 9b	F Other		
7 Royalties	Schedule E, line 4	<i>Deductions allocated and apportioned at partner level</i>		
8 Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense	Form 1116, Part I	
9 a Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I	
9 b Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	<i>Deductions allocated and apportioned at partnership level to foreign source income</i>		
9 c Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	Form 1116, Part I	
10 Net section 1231 gain (loss)	See the Partner's Instructions	J General category		
11 Other income (loss)	See the Partner's Instructions	K Other		
Code		<i>Other information</i>		
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	Form 1116, Part II	
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12	
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873	
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 6873	
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	See the Partner's Instructions	
12 Section 179 deduction	See the Partner's Instructions	17 Alternative minimum tax (AMT) items	See the Partner's Instructions and the Instructions for Form 6251	
13 Other deductions	See the Partner's Instructions	A Post-1986 depreciation adjustment		
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss		
B Cash contributions (30%)				
C Noncash contributions (50%)				
D Noncash contributions (30%)				
E Capital gain property to a 50% organization (30%)				
F Capital gain property (20%)				
G Contributions (100%)				
H Investment interest expense	Form 4952, line 1	18 Tax-exempt income and nondeductible expenses	Form 1040, line 8b	
I Deductions — royalty income	Schedule E, line 19	A Tax-exempt interest income		
J Section 59(a)(2) expenditures	See the Partner's Instructions	B Other tax-exempt income		See the Partner's Instructions
K Deductions — portfolio (2% floor)	Schedule A, line 23	C Nondeductible expenses		
L Deductions — portfolio (other)	Schedule A, line 28	19 Distributions	See the Partner's Instructions	
M Amounts paid for medical insurance	Schedule A, line 1 or Form 1040, line 29	A Cash and marketable securities		
N Educational assistance benefits	See the Partner's Instructions	B Distribution subject to section 737		
O Dependent care benefits	Form 2441, line 12	C Other property	See the Partner's Instructions	
P Preproductive period expenses	See the Partner's Instructions	20 Other information		
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Investment income		Form 4952, line 4a
R Pensions and IRAs	See the Partner's Instructions	B Investment expenses	Form 4952, line 5	
S Reforestation expense deduction	See the Partner's Instructions	C Fuel tax credit information	Form 4136	
T Domestic production activities information	See Form 8903 Instructions	D Qualified rehabilitation expenditures (other than rental real estate)	See the Partner's Instructions	
U Qualified production activities income	Form 8903, line 7b	E Basis of energy property	See the Partner's Instructions	
V Employer's Form W-2 wages	Form 8903, line 17	F Recapture of low-income housing credit (section 42(j)(5))	Form 6811, line 8	
W Other deductions	See the Partner's Instructions	G Recapture of low-income housing credit (other)	Form 8811, line 8	
14 Self-employment earnings (loss)		H Recapture of investment credit	See Form 4255	
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	I Recapture of other credits	See the Partner's Instructions	
B Gross farming or fishing income	See the Partner's Instructions	J Look-back interest — completed long-term contracts	See Form 6897	
C Gross non-farm income	See the Partner's Instructions	K Look-back interest — income forecast method	See Form 8366	
15 Credits		L Dispositions of property with section 179 deductions	See the Partner's Instructions	
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Partner's Instructions	M Recapture of section 179 deduction		
B Low-income housing credit (other) from pre-2008 buildings				
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings				
D Low-income housing credit (other) from post-2007 buildings				
E Qualified rehabilitation expenditures (rental real estate)				
F Other rental real estate credits				
G Other rental credits				
H Undistributed capital gains credit		Form 1040, line 73; check box a		N Interest expense for corporate partners
I Biofuel producer credit		See the Partner's Instructions		O Section 453(l)(3) information
J Work opportunity credit				
K Disabled access credit				
		P Section 453A(c) information		
		Q Section 1280(b) information		
		R Interest allocable to production expenditures		
		S CCF nonqualified withdrawals		
		T Depletion information — oil and gas		
		U Reserved		
		V Unrelated business taxable income		
		W Precontribution gain (loss)		
		X Section 108(i) information		
		Y Net investment income		
		Z Other information		

SA Camino Bandera, LLC 26-2382890

1

Sch K-1, Credit Details

Sch K-1, Supporting Details

**Form 8825 Rental Income/Loss Details
For Reporting Purposes**

Commercial Building Phase I

Property type: 4 Commercial

-4,937.

Schedule K-1
(Form 1065)

2015

Department of the Treasury
Internal Revenue Service

For calendar year 2015, or tax
year beginning _____, 2015
ending _____

Final K-1 Amended K-1

OMB No. 1545-0123

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
26-2382890

B Partnership's name, address, city, state, and ZIP code
SA Camino Bandera, LLC
19306 Terra Brook
San Antonio, TX 78255

C IRS Center where partnership filed return
Ogden, UT

D Check if this is a publicly traded partnership (PTP)

Part II Information About the Partner

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code
Danny Lara
1458 County Road 5714
Natalia, TX 78059

G General partner or LLC member-manager Limited partner or other LLC member

H Domestic partner Foreign partner

I1 What type of entity is this partner? Individual

I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here

J Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	50.00000 %	50.00000 %
Loss	0.00000 %	0.00000 %
Capital	50.00000 %	50.00000 %

K Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ _____

L Partner's capital account analysis:

Beginning capital account \$ _____ 0.

Capital contributed during the year . . . \$ _____

Current year increase (decrease) . . . \$ _____ -4,938.

Withdrawals & distributions \$ _____

Ending capital account \$ _____ -4,938.

Tax basis GAAP Section 704(b) book

Other (explain)

M Did the partner contribute property with a built-in gain or loss?
 Yes No
If 'Yes', attach statement (see instructions)

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
	-4,938.		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6 a	Ordinary dividends		
6 b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9 a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
		A	0.
9 b	Collectibles (28%) gain (loss)		
9 c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)		
12	Section 179 deduction		19 Distributions
13	Other deductions		
			20 Other information
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

Code	Report on	Code	Report on	
1 Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.		L Empowerment zone employment credit	See the Partner's Instructions	
Passive loss	See the Partner's Instructions	M Credit for increasing research activities		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (j)	P Other credits		
2 Net rental real estate income (loss)	See the Partner's Instructions	16 Foreign transactions	Form 1116, Part I	
3 Other net rental income (loss)	See the Partner's Instructions	A Name of country or U.S. possession		
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Partner's Instructions	C Gross income sourced at partner level		
4 Guaranteed payments	Schedule E, line 28, column (j)	<i>Foreign gross income sourced at partnership level</i>		
5 Interest income	Form 1040, line 8a	D Passive category		
6 a Ordinary dividends	Form 1040, line 9a	E General category		
6 b Qualified dividends	Form 1040, line 9b	F Other		
7 Royalties	Schedule E, line 4	<i>Deductions allocated and apportioned at partner level</i>		
8 Net short-term capital gain (loss)	Schedule D, line 5	G Interest expense		Form 1118, Part I
9 a Net long-term capital gain (loss)	Schedule D, line 12	H Other	Form 1116, Part I	
9 b Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	<i>Deductions allocated and apportioned at partnership level to foreign source income</i>		
9 c Unrecaptured section 1250 gain	See the Partner's Instructions	I Passive category	Form 1116, Part I	
10 Net section 1231 gain (loss)	See the Partner's Instructions	J General category		
11 Other income (loss)	See the Partner's Instructions	K Other		
Code		<i>Other information</i>		
A Other portfolio income (loss)	See the Partner's Instructions	L Total foreign taxes paid	Form 1116, Part II	
B Involuntary conversions	See the Partner's Instructions	M Total foreign taxes accrued	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12	
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873	
E Cancellation of debt	Form 1040, line 21 or Form 982	P Extraterritorial income exclusion	Form 8873	
F Other income (loss)	See the Partner's Instructions	Q Other foreign transactions	See the Partner's Instructions	
12 Section 179 deduction	See the Partner's Instructions	17 Alternative minimum tax (AMT) items	See the Partner's Instructions and the Instructions for Form 6251	
13 Other deductions	See the Partner's Instructions	A Post-1986 depreciation adjustment		
A Cash contributions (50%)	See the Partner's Instructions	B Adjusted gain or loss		
B Cash contributions (30%)				
C Noncash contributions (50%)				
D Noncash contributions (30%)				
E Capital gain property to a 50% organization (30%)				
F Capital gain property (20%)		D Oil, gas, & geothermal — gross income		
G Contributions (100%)		E Oil, gas, & geothermal — deductions		
H Investment interest expense	Form 4952, line 1	F Other AMT items		
I Deductions — royalty income	Schedule E, line 19	18 Tax-exempt income and nondeductible expenses	Form 1040, line 8b	
J Section 59(a)(2) expenditures	See the Partner's Instructions	A Tax-exempt interest income		
K Deductions — portfolio (2% floor)	Schedule A, line 23	B Other tax-exempt income		See the Partner's Instructions
L Deductions — portfolio (other)	Schedule A, line 28	C Nondeductible expenses	See the Partner's Instructions	
M Amounts paid for medical insurance	Schedule A, line 1 or Form 1040, line 29	19 Distributions	See the Partner's Instructions	
N Educational assistance benefits	See the Partner's Instructions	A Cash and marketable securities		
O Dependent care benefits	Form 2441, line 12	B Distribution subject to section 737		
P Preproductive period expenses	See the Partner's Instructions	C Other property		
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	20 Other information	See the Partner's Instructions	
R Pensions and IRAs	See the Partner's Instructions	A Investment income		Form 4952, line 4a
S Reforestation expense deduction	See the Partner's Instructions	B Investment expenses		Form 4952, line 5
T Domestic production activities information	See Form 6903 Instructions	C Fuel tax credit information		Form 4136
U Qualified production activities income	Form 8903, line 7b	D Qualified rehabilitation expenditures (other than rental real estate)		See the Partner's Instructions
V Employer's Form W-2 wages	Form 8903, line 17	E Basis of energy property		See the Partner's Instructions
W Other deductions	See the Partner's Instructions	F Recapture of low-income housing credit (section 42(j)(5))		Form 8611, line 8
14 Self-employment earnings (loss)	See the Partner's Instructions	G Recapture of low-income housing credit (other)		Form 8611, line 8
Note. If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.		H Recapture of investment credit		See Form 4255
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	I Recapture of other credits		See the Partner's Instructions
B Gross farming or fishing income	See the Partner's Instructions	J Look-back interest — completed long-term contracts		See Form 8697
C Gross non-farm income	See the Partner's Instructions	K Look-back interest — income forecast method		See Form 8866
15 Credits		L Dispositions of property with section 179 deductions		See the Partner's Instructions
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Partner's Instructions	M Recapture of section 179 deduction		
B Low-income housing credit (other) from pre-2008 buildings				
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings				
D Low-income housing credit (other) from post-2007 buildings				
E Qualified rehabilitation expenditures (rental real estate)				
F Other rental real estate credits		N Interest expense for corporate partners		
G Other rental credits		O Section 453(i)(3) information		
H Undistributed capital gains credit	Form 1040, line 73; check box a	P Section 453A(c) information		
I Biofuel producer credit	See the Partner's Instructions	Q Section 1260(b) information		
J Work opportunity credit				
K Disabled access credit				
		R Interest allocable to production expenditures		
		S CCF nonqualified withdrawals		
		T Depletion information — oil and gas		
		U Reserved		
		V Unrelated business taxable income		
		W Precontribution gain (loss)		
		X Section 108(i) information		
		Y Net investment income		
		Z Other information		

SA Camino Bandera, LLC 26-2382890

1

Sch K-1, Credit Details

Sch K-1, Supporting Details

**Form 8825 Rental Income/Loss Details
For Reporting Purposes**

Commercial Building Phase I

Property type: 4 Commercial

-4,938.

Instructions for Filing 2015 U.S. Partnership Return of Income

June 6, 2016

Signature:

A general partner or a limited liability company member should sign and date the return at the bottom of the first page.

Due Date:

File your 2015 Form 1065 on or before: April 18, 2016

(Note: Your state return may be due on a different date. Please review your state filing instructions.)

The IRS may treat tax returns that are lost in the mail as not filed on time, unless you send them by registered or certified mail. To avoid the risk of your tax return being lost, mail it via (1) certified U.S. mail, return receipt requested, or (2) one of the private delivery services listed in the IRS instructions under "When to File." Save the receipt, and you will be presumed to have timely filed your return - even if it is not received by the IRS.

Filing:

File your 2015 Form 1065, U.S. Partnership Return of Income, with:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
Ogden, UT 84201-0011

Prior to filing your return, make sure you have reviewed the return for omissions or misstatements of material information.

Print Extra Copies For:

Partners: Print an extra copy of the Schedules K-1 and partner transmittal letter to give to each of your partners.

State Return: Some state taxing agencies require that you attach a copy of your federal Form 1065 to your state partnership return. If your state requires a copy of the federal Form 1065, make sure an additional filing copy has been printed and attached to the state return.

Your Records: Always print an extra copy of your return for your records.

Tax Due or Refund:

No tax is due with your Federal income tax return.

Other Instructions:

Elections: If you have completed any election forms, you will need to attach a copy of each to your return.



A. Settlement Statement (HUD-1)

B. Type of Loan

1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins.	6. File Number: 16029032762	7. Loan Number: 6736589131	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.		
D. Name & Address of Borrower: Muktha Real Estate, L.L.C.-Series A 18015 Granite Hill Drive San Antonio, Texas 78255	E. Name & Address of Seller: SA Camino Bandera, L.L.C. 19306 Terra Brook San Antonio, Texas 78255	F. Name & Address of Lender: Compass Bank 701 South 32nd Street Birmingham, Alabama 35233	
G. Property Location: 9703 Bandera Road San Antonio, Texas 78250	H. Settlement Agent: Stewart Title Company Place of Settlement: 2338 N. Loop 1604 W., #230 San Antonio, Texas 78248	I. Settlement Date: May 13, 2016	

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$ 3,050,000.00
102. Personal property	\$ -
103. Settlement charges to borrower (line 1400)	\$ 10,143.25
104.	\$ -
105.	\$ -
Adjustment for items paid by seller in advance	
106. City/town taxes MM/DD/YY to MM/DD/YY	\$ -
107. County taxes MM/DD/YY to MM/DD/YY	\$ -
108. Assessments MM/DD/YY to MM/DD/YY	\$ -
109.	\$ -
110.	\$ -
111.	\$ -
112.	\$ -
120. Gross Amount Due from Borrower	\$ 3,060,143.25
200. Amount Paid by or in Behalf of Borrower	
201. Deposit or earnest money	\$ 25,000.00
202. Principal amount of new loan(s)	\$ 2,440,000.00
203. Existing loan(s) taken subject to	\$ -
204.	\$ -
205.	\$ -
206.	\$ -
207.	\$ -
208.	\$ -
209.	\$ -
Adjustments for items unpaid by seller	
210. City/town taxes MM/DD/YY to MM/DD/YY	\$ -
211. County taxes 1/1/2016 to 5/13/2016	\$ 24,917.66
212. Assessments MM/DD/YY to MM/DD/YY	\$ -
213. May Rent for Unit 107 (May 13-May 31)	\$ 1,741.85
214. May Rent for Unit 108 (May 13-May 31)	\$ 898.76
215. May Rent for Unit 106 (May 13-May 31)	\$ 691.35
216. May Rent for Unit 109 (May 13-May 31)	\$ 2,825.91
217. May Rent for Unit 101 (May 13-May 31)	\$ 4,567.35
218.	\$ -
219.	\$ -
220. Total Paid by/for Borrower	\$ 2,500,642.89
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$ 3,060,143.25
302. Less amounts paid by/for borrower (line 220)	\$ (2,500,642.89)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$559,500.36

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$ 3,050,000.00
402. Personal property	\$ -
403.	\$ -
404.	\$ -
405.	\$ -
Adjustment for items paid by seller in advance	
406. City/town taxes MM/DD/YY to MM/DD/YY	\$ -
407. County taxes MM/DD/YY to MM/DD/YY	\$ -
408. Assessments MM/DD/YY to MM/DD/YY	\$ -
409.	\$ -
410.	\$ -
411.	\$ -
412.	\$ -
420. Gross Amount Due to Seller	\$ 3,050,000.00
500. Reductions In Amount Due to Seller	
501. Excess deposit (see instructions)	\$ 25,000.00
502. Settlement charges to seller (line 1400)	\$ 123,175.95
503. 2014 and 2014 tax payoff to Bexar County	\$ 161,417.07
504. Payoff of first mortgage loan Vantage Bank	\$ 2,146,977.25
505. Payoff of second mortgage loan Vantage Bank	\$ 80,552.18
506. 1st lien Interest through May 19, 2016	\$ 163,875.97
507. 2nd lien Interest through May 19, 2016	\$ 6,985.66
508. 1st lien Add'l Payoff Fees	\$ 44,410.70
509. 2nd lien Add'l Payoff Fees	\$ 50.70
Adjustments for items unpaid by seller	
510. City/town taxes MM/DD/YY to MM/DD/YY	\$ -
511. County taxes 1/1/2016 to 5/13/2016	\$ 24,917.66
512. Assessments MM/DD/YY to MM/DD/YY	\$ -
513. May Rent for Unit 107 (May 13-May 31)	\$ 1,741.85
514. May Rent for Unit 108 (May 13-May 31)	\$ 898.76
515. May Rent for Unit 106 (May 13-May 31)	\$ 691.35
516. May Rent for Unit 109 (May 13-May 31)	\$ 2,825.91
517. May Rent for Unit 101 (May 13-May 31)	\$ 4,567.35
518.	\$ -
519.	\$ -
520. Total Reduction Amount Due to Seller	\$ 2,788,088.37
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$ 3,050,000.00
602. Less reductions in amount due seller (line 520)	\$ (2,788,088.37)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$261,911.63

Buyer Initials _____

Seller Initials _____

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.	\$ - to		
702.	\$ - to		
703.	Commission paid at settlement	\$ -	\$ -
704.		\$ -	\$ -
800. Items Payable in Connection with Loan			
801.	Our origination charge \$ - (from GFE #1)	\$ -	\$ -
802.	Your credit or charge (points) for the specific interest rate chosen \$ - (from GFE #2)	\$ -	\$ -
803.	Your adjusted origination charges (from GFE #A)	\$ -	\$ -
804.	Appraisal fee \$3,550.00 (POC) (from GFE #3)	\$ -	\$ -
805.	Environmental Fee \$2,194.00 (POC) (from GFE #3)	\$ -	\$ -
806.	Tax service to (from GFE #3)	\$ -	\$ -
807.	Flood certification (from GFE #3)	\$ 12.50	\$ -
808.	Survey fee to AmeriSurveyors LLC	\$ -	\$ 2,165.00
809.	Attorneys' Fees to Judith A. Gray	\$ 5,742.50	\$ -
810.		\$ -	\$ -
811.		\$ -	\$ -
900. Items Required by Lender to be Paid in Advance			
901.	Daily interest charges from MM/DD/YY to MM/DD/YY @ \$ - /day (from GFE #10)	\$ -	\$ -
902.	Mortgage insurance premium months to (from GFE #3)	\$ -	\$ -
903.	Homeowner's insurance Years: (from GFE 11)	\$ -	\$ -
904.		\$ -	\$ -
1000. Reserves Deposited with Lender			
1001.	Initial deposit for your escrow account (from GFE #9)	\$ -	\$ -
1002.	Homeowner's insurance months @ \$ - per month \$ -	\$ -	\$ -
1003.	Mortgage insurance months @ \$ - per month \$ -	\$ -	\$ -
1004.	Property taxes months @ \$ - per month \$ -	\$ -	\$ -
1005.	months @ \$ - per month \$ -	\$ -	\$ -
1006.	months @ \$ - per month \$ -	\$ -	\$ -
1007.	Aggregate Adjustment -	\$ -	\$ -
1100. Title Charges			
1101.	Total title services and lender's title insurance (from GFE #4)	\$ -	\$ -
1102.	Settlement or closing fee Branscomb PC \$ -	\$ 250.00	\$ 250.00
1103.	Owner's title insurance Stewart Title Guaranty (from GFE #5)	\$ -	\$ 17,490.35
1104.	Lender's title insurance Stewart Title Guaranty \$ -	\$ 4,022.25	\$ -
1105.	Lender's title policy limit \$ -	\$ -	\$ -
1106.	Owner's title policy limit \$ -	\$ -	\$ -
1107.	Agent's portion of the total title insurance premium \$ -	\$ -	\$ -
1108.	Underwriter's portion of the total title insurance premium	\$ -	\$ -
1109.	Other Charges to Rasamallu, L.L.C.-Series A \$ -	\$ -	\$ 100,000.00
1110.	Tax Certificate to Stewart Title of San Antonio	\$ -	\$ 39.42
1111.		\$ -	\$ -
1200. Government Recording and Transfer Charges			
1201.	Total government recording charges (from GFE #7)	\$ 116.00	\$ 38.00
1202.	Deed \$ 38.00 Mortgage \$ 66.00 Assignment \$ 50.00	\$ -	\$ -
1203.	Transfer taxes (from GFE #8)	\$ -	\$ -
1204.	City/county tax/stamps Deed \$ - Mortgage \$ -	\$ -	\$ -
1205.	State tax/stamps Deed \$ - Mortgage \$ -	\$ -	\$ -
1206.	Release of Claim of Net Profits & Release of Lien(s)	\$ -	\$ 60.00
1300. Additional Settlement Charges			
1301.	Required services that you can shop for (from GFE #6)	\$ -	\$ -
1302.	Insurance Invoice to Travelers Commercial Lines \$ -	\$ -	\$ 3,133.18
1303.	\$ -	\$ -	\$ -
1304.		\$ -	\$ -
1305.		\$ -	\$ -
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$ 10,143.25	\$ 123,175.95

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s) _____ Seller(s) _____

The HUD-1 settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

Settlement Agent

MEDIATED SETTLEMENT AGREEMENT

WHEREAS, S.A. CAMINO BANDERA, LLC (“SA CAMINO” or “DEBTOR”) filed for Chapter 11 Bankruptcy in Case No.16-50283-cag (the “Bankruptcy”) on or about February 1, 2016 represented by Ronald Sineberg;

WHEREAS, DANIEL RAMIREZ (“RAMIREZ”) and DANNY LARA (“LARA”) are Members of SA Camino;

WHEREAS, JOSEPH PERRY AND PELA GENERAL BUILDERS, LLC (Collectively, “PERRY”) filed a proof of claim in the bankruptcy for \$367,837.80 (“Perry Claim”);

WHEREAS, P&M DEVELOPMENT, INC. AND MICHAEL BERLANGA (Collectively, “BERLANGA”) filed a proof of claim in the bankruptcy for \$235,000.00 (“Berlanga Claim”) in relation to an Earnest Money Contract and varying extensions/amendments for the purchase of 9703 Bandera Rd, San Antonio, 78250 (“Berlanga Contract”);

WHEREAS, Perry filed a separate lawsuit against Ramirez and Your Fitness 365, LLC in Cause No. 2015-CI-13567 in the 407th Civil District Court of Bexar County, Texas for unpaid rents (the “Perry Suit”);

WHEREAS, SA Camino, Ramirez, Lara, Berlanga, and Perry will be referred to in the remainder of this Mediated Settlement Agreement (“Agreement”) as a Party individually or as the Parties collectively;

WHEREAS, the Parties mediated their varying claims and disputes in the Bankruptcy and Perry Suit on June 2, 2016 with James Hoffman, mediator;

WHEREAS, as a result of the mediation, the Parties desire to and have agreed to settle all claims and issues by and between one another which have been or could have been alleged in the Bankruptcy and Perry Suit or arising from the Berlanga Contract upon the core terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises set forth below, the Parties hereby agree as follows:

1. **Settlement Reached.** The Parties have reached a resolution of all causes of action, claims, cross-claims and counterclaims arising out of the above referenced Bankruptcy and Perry Suit or arising out of the Berlanga Contract, whether pleaded or not. Neither party admits liability to the other, but rather desire to compromise, settle, and buy peace.

2. **Terms.** The Parties stipulate that there is approximately \$268,000.00 of Bankruptcy estate assets remaining in the Bankruptcy. After paying administrative expenses and filed

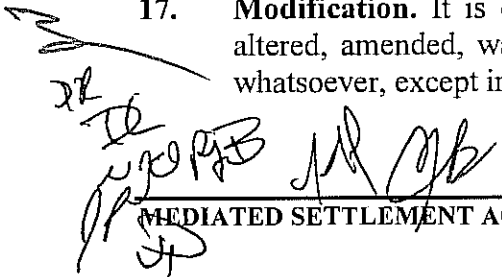
Handwritten signatures and initials:
DR
DC
myd
PB
CR
MA
ID

or scheduled unsecured claims for claimants other than the Parties (collectively the "Bankruptcy Expenses"), the Parties estimate that there will be approximately \$230,000.00 remaining of the Bankruptcy estate assets ("Net Assets"). The Parties agree that after paying the Bankruptcy Expenses, the Net Assets shall be distributed as follows in the following "Sharing Ratios:"

- a. Perry shall receive 43.48% of the Net Assets.
 - b. Berlanga shall receive 13.04% of the Net Assets.
 - c. Ramirez shall receive 21.74% of the Net Assets.
 - d. Lara shall receive 21.74% of the Net Assets.
 - e. **Escrow Refund.** The Parties ratify Berlanga's prior payment and receipt of returned Earnest Money in the amount of \$5,000.00. This deposit refund was required by Stewart Title and has already been paid and refunded to Berlanga and will not serve as an offset against the Sharing Ratios agreed upon above.
3. **Floor.** The Parties stipulate that this Agreement shall become null and void if the Net Assets drop to less than \$215,000.00.
 4. **Mutual Release.** The Parties and their successors, employees, agents, heirs, devisees, assigns, and beneficiaries, hereby RELEASE, DISCHARGE, and WAIVE any and all claims and causes of action arising out of the Bankruptcy or Perry Suit or Berlanga Contract that any Party may have against any other Party and their respective successors, employees, agents, heirs, devisees, assigns, beneficiaries, attorneys, and insurers, in any and all capacities, collectively and singularly, whether pleaded or not pleaded SAVE AND EXCEPT FOR THE ENFORCEMENT OF THIS AGREEMENT. The foregoing release includes a release of claims as to Your Fitness 365, LLC, which is not a direct party to this Agreement, but which is included herein as part of the consideration for Perry, Debtor, Ramirez, and Lara's agreement to settle the Perry Claim for the Sharing Ratio stated above.
 5. **Perry Suit.** Within 14 days of receiving payment under the Sharing Ratio(s) stated above, Perry will nonsuit the Perry Suit with prejudice as to all Parties.
 6. **Additional Documents.** The Parties agree to execute such additional documents as may be necessary to effect the terms of this Agreement. If necessary, the Parties agree to prepare such an additional settlement and release agreement for the Bankruptcy Court's approval.
 7. **Bankruptcy Court Approval.** This Agreement is subject to the approval of the Bankruptcy court, which the Parties acknowledge. Debtor agrees to file a plan of liquidation ("Plan") within 14 days of the execution of this Agreement consistent with this Agreement. All Parties agree to support - and not to object to - the Plan and court approval of this Agreement.
 8. **Damages for Breach.** This Agreement is a binding, subsisting contract, supported by sufficient consideration. In the event of any breach hereof, the non-breaching party may

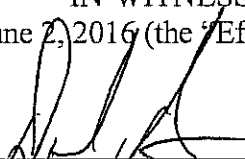
bring suit against the breaching party for specific performance or damages, as allowed by law.

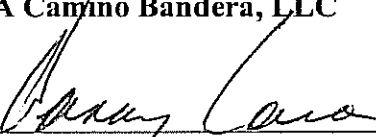
9. **Terms Contractual.** It is expressly understood and agreed that the terms hereof are contractual and not merely recitals, and that the agreements herein contained and the consideration transferred are to compromise disputed claims, to avoid litigation and buy peace, and that no payments made or releases or other consideration given shall be construed as an admission of liability or wrongdoing and all such liability is expressly denied.
10. **No Additional Consideration.** The Parties acknowledge that no other consideration except as described in this Agreement has been or will be furnished or paid in connection with this Agreement.
11. **Joint Preparation of Settlement Agreement.** Prior to the execution of this Agreement, each Party has had an opportunity to consult with independent counsel of his, her, or its own choice in negotiating this Agreement, and this Agreement is the result of arm's length negotiations among the Parties. The Parties further acknowledge that all Parties to this Agreement have participated in the preparation of this Agreement and each of the documents related to the settlement, and it is understood that no provision hereof or contained in said documents shall be construed against any of the Parties by virtue of the activities of said Parties or by their attorneys in the preparation and execution thereof.
12. **Warranty as to Authority.** The Parties represent and warrant that each signatory to this Agreement is competent and has authority to bind the Party for whom that signatory acts.
13. **Attorney's Fees, Costs, and Expert Witness Fees.** If an action is commenced in a court of law between or among any of the Parties in connection with the enforcement of any provision of this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorney's fees, costs of court, and expert witness fees.
14. **Applicable Law. SUBJECT TO APPLICATION OF APPLICABLE FEDERAL LAW,** the Parties agree that this Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Texas.
15. **Venue. Subject to the authority of the Bankruptcy court,** the Parties specifically agree that this Agreement is performable in Bexar County, Texas.
16. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior and contemporaneous discussions, agreements, and understandings of any kind and nature between the Parties.
17. **Modification.** It is expressly understood and agreed that this Agreement may not be altered, amended, waived, modified, or otherwise changed in any respect or particular whatsoever, except in writing, signed by both Parties.




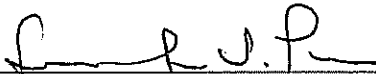
- 18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.
- 19. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

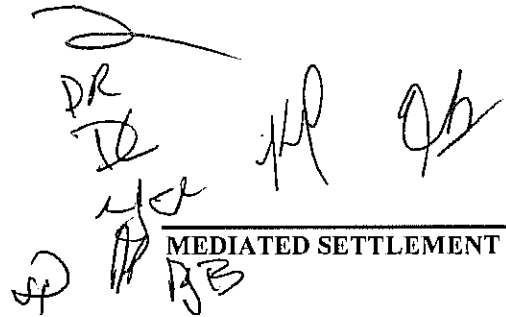
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of June 2, 2016 (the "Effective Date").


 Daniel Ramirez, Individually and as Member of
SA Camino Bandera, LLC


 Danny Lara, Individually and as Member of
SA Camino Bandera, LLC


 Michael Berlanga, Individually and as President of
P&M Development, Inc.

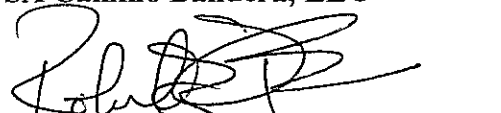

 Joseph Perry, Individually and as Member of
Pela General Builders, LLC


 DR
 DL
 YC
 JP
 JB

The Parties were represented by the following attorneys of record at Mediation, who acknowledge the execution of the Agreement and negotiated terms set forth above



Ronald Smeberg, counsel for
SA Camino Bandera, LLC



Robert J. Birnbaum, counsel for
Joseph Perry and Pela General Builders, LLC



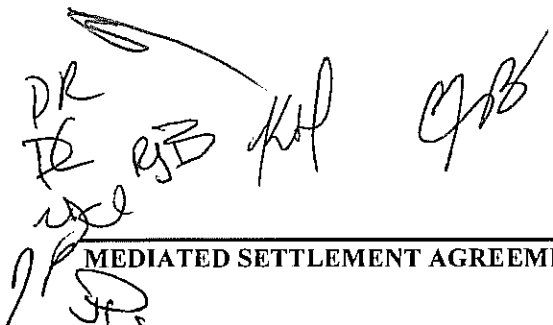
James Peerrin, counsel for
Daniel Ramirez



Matthew Obermeier, counsel for
Danny Lara



K. Andy Tiwari, counsel for
P&M Development, Inc. and Michael Berlanga



RELEASE AND SETTLEMENT AGREEMENT

THIS Release is a Mutual Release by and between VANTAGE BANK TEXAS (hereinafter "Bank"), c/o D. Wade Hayden, Hayden & Cunningham, PLLC, 7750 Broadway, San Antonio, Texas 78209, S. A. CAMINO BANDERA, LLC ("Camino), DAN RAMIREZ ("Ramirez") and DANNY LARA ("Lara"), c/o Ron Smeberg, 2010 W. Kings Highway, San Antonio, Texas, 78201. Camino, Ramirez and Lara are collectively referred to as "Borrowers". Bank and Borrowers are collectively referred to as "Parties".

WHEREAS, Bank made a loan to Camino on or about March 6, 2009 in the original principal amount of Two Million Three Hundred Sixty-Eight Thousand Two Hundred Fifty-Eight and No/100 Dollars (\$2,368,258.00) ("Note 1");

WHEREAS, Camino executed and delivered a Deed of Trust of even date with Note 1 and recorded in the Real Property Records of Bexar County, Texas in Volume 13892, Page 129, covering certain property more particularly described therein being a retail strip center located at 9703 Bandera Rd., San Antonio, Texas ("Property");

WHEREAS, Note 1 is guaranteed by separate guaranties executed by Ramirez and Lara;

WHEREAS, Bank made a loan to Camino on or about December 26, 2012 in the original principal sum of One Hundred Seventeen Thousand Five Hundred Forty and No/100 Dollars (\$117,540.00) ("Note 2").

WHEREAS, Camino executed and delivered a Deed of Trust of even date with Note 2 for the Property and recorded in Volume 15871, Page 1855 constituting a second lien on the Property;

WHEREAS, Note 2 is also guaranteed by Ramirez and Lara;

WHEREAS, Note 1 and Note 2 matured upon their own terms on September 6, 2015;

WHEREAS, Borrowers did not pay Note 1 or Note 2 at their maturity;

WHEREAS, Camino entered a real estate sales contract effective September 14, 2015 with P&M Development, Inc.;

WHEREAS, Borrowers entered a Forbearance Agreement with the Bank effective October 7, 2015;

WHEREAS, the Borrowers entered an Extension of Forbearance Agreement dated effective November 10, 2015. The Forbearance Agreement and the Extension of Forbearance Agreement are collectively "Forbearance Agreement";

WHEREAS, the Forbearance Agreement terminated on its own terms effective December 11, 2015;

WHEREAS, the Bank properly provided notice to the Borrowers of a foreclosure sale scheduled for January 5, 2016;

WHEREAS, on or about January 4, 2016, Camino filed a lawsuit against Vantage Bank Texas in the 150th Judicial District of Bexar County, Texas bearing Cause No. 2016-CI-00006, styled *SA Camino Bandera, LLC v. Vantage Bank Texas*. The lawsuit, as amended is referred to as "Lawsuit";

WHEREAS, Camino obtained a Temporary Restraining Order preventing the January 5, 2016 Foreclosure Sale.

WHEREAS, Bank filed its Original Answer on January 6, 2016 and therein asserted a claim for affirmative relief seeking this Court to assess additional damages in an amount equal to ten percent (10%) of the foreclosure proceeds pursuant to Texas Civil Practices Remedies Code, Sec 65.031, Texas Civil Rules of Procedure, Sec.13 and Texas Civil Practices & Remedies Code, Sec 9.012 and 10.002.

WHEREAS, Bank posted for foreclosure and provided the proper notice thereof to Borrowers for a Foreclosure Sale to occur on February 2, 2016. The foreclosure for a January 5, 2016 and the foreclosure for February 2, 2016 are collectively referred to as "Foreclosure";

WHEREAS, on February 1, 2016, Camino filed a Chapter 11 Bankruptcy proceeding in Cause No. 16-50283-CAG in the Western District of Texas, San Antonio Division;

WHEREAS, on May 18, 2016 P&M Development, Inc. as creditor in the Camino bankruptcy proceeding filed Claim no. 7-1 and attached an Amendment to Contract 2nd Extension Agreement made and entered into as of December 27, 2015.

WHEREAS, until May 18, 2016, the Bank was not aware of this 2nd Extension Agreement which contained an agreement by Camino that it will obtain a Temporary Restraining Order to prevent the Bank's Foreclosure presumably in order to further delay the collection of the monies owed to the Bank in the Foreclosure of the Bank's Lien on the Property;

WHEREAS, the Bank contends it is entitled to the recovery of ten percent (10%) of the Foreclosure proceeds as additional penalties to be assessed against Camino pursuant to Texas law, said sum to approximate \$245,000.

WHEREAS, Bank has agreed to waive any such claim against Camino, Ramirez and Lara as guarantors in exchange for Camino's dismissal of the lawsuit with prejudice and a release of any and all claims that could be asserted against the Bank, however arising, from Camino, Ramirez and Lara.

WHEREAS, Bank and the Borrowers have agreed to settle the controversy and the disputes described above on the following terms.

1. Camino will dismiss the Lawsuit with prejudice herein.
2. Bank shall waive and forego any claim for any additional sums sought in the lawsuit and will dismiss its claim against Camino in the Lawsuit as well.
3. SA Camino Bandera, LLC, Dan Ramirez and Danny Lara grant full releases against Vantage Bank Texas as set forth herein.
4. This Settlement Agreement is subject to the approval of the Bankruptcy Court, which may be contained in an order approving a Bankruptcy Plan. Items 1 - 3 above shall be entered and executed within three (3) days of Bankruptcy Court approval.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the limited release of the Borrowers by BANK, the receipt and sufficiency of which is hereby acknowledged, Camino, Ramirez and Lara have this date released and by these presents do release, acquit and forever discharge BANK, its agents, servants, officers, directors, attorneys and employees, and all persons, natural or corporate, in privity with them, or any of them from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Borrowers have or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Lawsuit (and matters that could have been asserted therein) Note 1, Note 2, the Bankruptcy, the Forbearance Agreement, the Foreclosure and any attempted foreclosure, breach of contract, fraud, deceptive trade practices, usury, debt collection, violations of any law,

statute, regulation, rule, ordinance or ruling of any kind whatsoever and any and all business dealings whatsoever between the Parties or any one or more of them, from the beginning of time to the present, it being intended to release all claims of any kind which Camino, Ramirez and Lara have or might have against the Bank and those hereby released, whether referred to herein or not. It is intended by the Parties this release of the Bank shall be interpreted liberally and in the broadest sense possible.

NOW, THEREFORE, for and in consideration of the recitals set forth above the payments to be made herein, and the release of BANK by Borrowers as contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BANK has this date released and by these presents do release, acquit and forever discharge Borrowers, their agents, attorneys, officers, directors, principals, servants, and employees, and all persons, natural or corporate, in privity with them, or any of them, from any and all claims or causes of action of any kind arising solely from the Lawsuit, Note 1, Note 2, the Bankruptcy, the Forbearance Agreement and the Foreclosure.

NOT WITHSTANDING ANYTHING HEREIN TO THE CONTRARY, the BANK DOES NOT RELEASE the Borrowers or any of them, from any claims arising, directly or indirectly from a promissory note from Your Fitness 365 #2, LLC payable to Bank dated December 4, 2014 in the original principal sum of \$44,021.63, guarantees executed by Dan Ramirez and James Perrin, the security agreement, the sale of the collateral, the possession of the collateral, the conveyance of the collateral, the repossession or attempted repossession of the collateral, and any estoppel certificates involving the purchaser of the collateral and Camino's actions in procuring any such estoppel certificates. **FURTHERMORE, the BANK DOES NOT RELEASE** the Borrowers or any of them, from any claims arising, directly or indirectly from any other guarantees or other obligations to the Bank.

As further consideration, the receipt and sufficiency for which is hereby acknowledged, Borrowers agree to indemnify and hold harmless BANK, their agents, assignees, subrogees, attorneys, officers, directors, principals, servants, parents, subsidiaries, affiliates and employees, and all persons, natural or corporate, in privity with them, or any of them, or any of them against any and all further claims, losses, payments, demands, damages, attorney's fees, costs and expenses arising out of: the claims released; the breach of this agreement by Borrowers; and, any claims of preferences or fraudulent conveyances resulting from this agreement or the performance thereunder.

IT IS EXPRESSLY understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise doubtful and disputed claims, avoid litigation, and buy peace and that no payments made nor released or other consideration given shall be construed as an admission of liability, all liability being expressly denied.

Borrowers and BANK warrant that they understand this agreement to be a compromise and settlement and release of all claims, all as stated herein, Borrowers and BANK further warrant that this agreement and release is their own free act and is done without reliance on any representation of any kind or character not expressly set forth herein.

The parties further expressly understand, warrant, and agree that this agreement is binding upon their respective heirs, successors, and/or assigns.

This Release and Settlement Agreement has been prepared by the joint efforts of the respective attorneys of the Parties hereto. All Parties hereto represent, covenant, and warrant that they or their duly authorized representatives have read this agreement and fully understand it; that they have executed this agreement with the intent to be fully bound according to its terms; that in signing this agreement, they have relied solely on their own knowledge, or their duly authorized representative's knowledge and judgment and/or the advice of their own attorney and not in reliance upon any representation, warranty, advice, statement, or action of any kind of the other parties, except to the extent such representations, warranties, advice, statements, or actions are expressly set forth in this settlement agreement. The Parties expressly disclaim

reliance on any fact or representation made by the other if not expressly contained in this settlement agreement. By the execution of this document, the signatories hereto represent and warrant in their respective individual capacities that they have the authority to enter this agreement.

If for any reason any portion or provision of the agreement is declared null, void, ineffective or unenforceable by a Court of competent jurisdiction as against any party hereto, only that provision or portion thereof that has been declared null, void, ineffective or unenforceable, shall be deemed stricken from this Agreement, and all remaining provisions and/or portions thereof shall nevertheless survive and continue in full force and effect and without being impaired or invalidated in any way in the same manner as if the offensive provisions or portions hereto had never been a part of same.

This agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all previous agreements and discussions between the Parties as to the matters herein addressed. No party shall be bound by any representation with respect to the subject matter of this agreement other than as expressly set forth herein. This agreement may be amended or modified only by a writing signed by all Parties hereto.

The Parties agree to execute any other reasonable documents as required to effectuate the intent of this agreement.

TIME IS OF THE ESSENCE in the performance of all obligations and duties of this agreement and the Exhibits hereto, if any.

This agreement may be executed in any number of identical counterparts, and each of the parties hereto may execute this agreement by signing an identical counterpart which shall be deemed of equal dignity and an original for all purposes.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES PERTAINING TO THIS TRANSACTION.

This agreement of compromise and release shall be governed by and construed in accordance with the laws of the state of Texas. Exclusive venue for any dispute arising from this agreement shall be in a State Court in Bexar County, Texas.

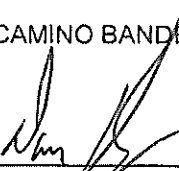
EXECUTED to be effective the 20 day of June, 2016.

"CAMINO"

"BANK"

SA CAMINO BANDERA, LLC

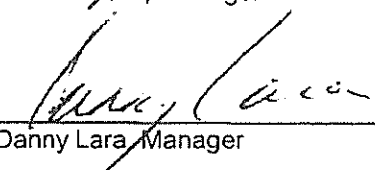
Vantage Bank Texas

By: 

Dan Ramirez, Manager

By: 

Kathy O'Brien, Senior Vice President

By: 

Danny Lara, Manager

"RAMIREZ"



Dan Ramirez, Individually


"LARA"

Danny Lara, Individually

"RAMIREZ"

Dan Ramirez, Individually

"LARA"



Dany Lara, Individually