

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARLOS A. HUERTA, AN
INDIVIDUAL; AND GO GLOBAL, A
NEVADA CORPORATION,

Appellants,

vs.

SIGMUND ROGICH aka SIG
ROGICH, AS TRUSTEE OF THE
ROGICH FAMILY IRREVOCABLE
TRUST; ELDORADO HILLS, LLC, A
Nevada limited liability company,

Respondents

Case No.: 70492 Electronically Filed
Jan 05 2017 11:04 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLEANTS' APPENDIX FOR OPENING BRIEF

Schwartz Flansburg PLLC
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
BRYAN A. LINDSEY, ESQ.
Nevada Bar No. 10662
6623 Las Vegas Blvd. S. Suite 300
Las Vegas, Nevada 89119
(702) 385-5544
Attorneys for Appellants

TABLE OF CONENTS

Pleadings from Lead Bankruptcy Case No. 2:10-bk-14804-LED and Jointly Administered Bankruptcy Case No. 2:10-bk-10-14456-LED:

1. Order Administratively Closing the Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta Cases Pursuant to 11 U.S.C. Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of NevadaGG000001-3
2. Notice of (a) Hearing on Motion to Close the Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta Cases Pursuant to 11 U.S.C. Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada and (b) Consummation of the Plan and Payment of Unsecured Creditors in Full.....GG000004-11
3. Motion to Close the Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta Cases Pursuant to 11 U.S.C. Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada.....GG000012-28
4. Notice of Entry of Order Granting the Motion Closing the Chapter 11 Cases of: (I) Charleston Falls, LLC; and (II) and (sic) HPCH, LLC Pursuant to 11 U.S.C Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of NevadaGG000029-37
5. Order Granting the Motion Closing the Chapter 11 Cases of: (I) Charleston Falls, LLC; and (II) and (sic) HPCH, LLC Pursuant to 11 U.S.C Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada.....GG000038-41
6. Notice of Hearing on Motion to Close the Charleston Falls, LLC and HPCH, LLC Cases Pursuant to 11 U.S.C Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada.....GG000042-46
7. Motion to Close the Charleston Falls, LLC and HPCH, LLC Cases Pursuant to

11 U.S.C Section 350, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada	GG000047-59
8. Notice of Entry of Order Confirming the Debtors’ Chapter 11 Plan of Reorganization	GG000060-87
9. Order Confirming Third Amended Joint Chapter 11 Plan of Reorganization of Go Global, Inc., Carlos and Christen Huerta, Charleston Falls, LLC and HPCH, LLC	GG000088-144
10. Supplemental Declaration of Samuel A. Schwartz Certifying Voting on and Tabulation of Ballots Accepting and Rejecting the Debtors’ Joint Plan of Reorganization	GG000145-146
11. Third Amended Joint Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code	GG000147-185
12. Order (i) Approving the Disclosure Statement; (ii) Approving the form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtors’ Chapter 11 Plan; (iv) Prescribing the form and Manner of Notice Thereof; (v) Fixing the last date for Filing Objections to Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing The Schwartz Law Firm as Solicitation and Tabulation Agent	GG000186-192
13. Certificate of Service	GG000193-203
14. First Amended Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code.....	GG000204-291
15. Go Global, Inc.’s Amended Schedules, Document No. 463.....	GG000292-293
16. Go Global, Inc.’s Amended Schedules, Document No. 461.....	GG000294-297
17. Carlos and Christine Huerta’s Amended Schedules, Document No. 159	GG000298-299
18. Carlos and Christine Huerta’s Amended Schedules, Document No. 157	GG000300-324

19. Go Global, Inc.’s Amended Schedules, Document No. 177	GG000325-332
20. Carlos and Christine Huerta’s Amended Schedules, Document No. 87	GG000333-367
21. Carlos and Christine Huerta’s Amended Schedules, Document No. 81	000GG368-378
22. Go Global, Inc.’s Amended Schedules, Document No. 99	GG000379-386
23. Carlos and Christine Huerta’s Amended Schedules, Document No. 56	GG000387-419
24. Go Global, Inc.’s Schedules, Document No. 73.....	GG000420-457
25. Carlos and Christine Huerta’s Schedules, Document No. 50.....	GG000458-531
26. Go Global, Inc.’s Emergency Petition, Document No. 1	GG000532-538
27. Carlos and Christine Huerta’s Emergency Petition, Document No. 1	GG000539-547

Pleadings from Eighth Judicial District Court Clark County Nevada Case No. A-13-686303-C:

28. Recorder’s Transcript of Hearing RE: Plaintiffs’ Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment, April 20, 2016	GG000548-572
29. Docketing Statement filed with the Nevada Supreme Court	GG000573-1816
30. Case Appeal Statement.....	GG001817-1822
31. Notice of Posting Bond.....	GG1823-1827
32. Notice of Appeal.....	GG1828-1830
33. Notice of Entry of Order Denying Motion for Reconsideration	GG1831-1835
34. Order Denying Motion for Reconsideration.....	GG1836-1837

35. Plaintiff's Supplement to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment	GG001838-1842
36. Plaintiff's Application to set Oral Argument on Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment	GG001843-1848
37. Plaintiff's (A) Reply to Defendants' Opposition to Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment; and (B) Request for Oral Argument	GG001849-1930
38. Supplement to Opposition to Plaintiff's Motion for Reconsideration for (sic) Relief from Order Granting Motion for Partial Summary Judgment ..	GG1931-1938
39. Opposition to Motion for Reconsideration for (sic) Relief from Order Granting Motion for Summary Judgment	GG001939-2058
40. Plaintiff's Motion for Reconsideration or Relief from Order Granting Motion for Partial Summary Judgment	GG002059-2116

Pleadings from Adversary Case No. 2:14-ap-01173-MKN:

41. BAP Memorandum.....	GG002117-2147
42. Amended Certificate of Service	GG002148-2149
43. Notice of Hearing on Plaintiff's Motion for Stay Pending Resolution of Motion for Reconsideration in Nevada State Court	GG002150-2153
44. Plaintiff's Motion for Stay Pending Resolution of Motion for Reconsideration in Nevada State Court	GG002154-2437
45. Notice of Appeal to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals	GG002438-2446
46. Order on Pending Motions After Supplemental Briefing	GG002447-2450
47. Notice of Filing of Opposition to Debtor/Plaintiff's Notice of Filing of Motion for Reconsideration in the Eighth Judicial District Court, Clark County, Nevada	GG002451-2462

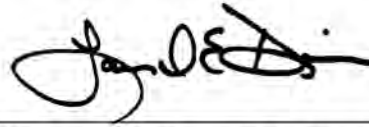
48. Notice of Filing of Motion for Reconsideration in the Eighth Judicial District Court, Clark County, Nevada	GG002463-2478
49. Joinder in Defendants TELD, LLC's and Eldorado Hills, LLC's Response to Plaintiff Go Global's Supplemental Brief in Opposition to Motion for Summary Judgment (Doc. 122)	GG002479-2480
50. Joinder in Defendant, Imitations Response to Plaintiff, Go Global's Supplemental Brief in Opposition to Motion for Summary Judgment (Doc. 120)	GG002481-2483
51. Reply to Plaintiff's Supplemental Brief in Opposition to TELD, LLC and Eldorado Hills, LLC Motion to Dismiss/Motion for Summary Judgment	GG002484-2496
52. Defendant Imitations Response to Plaintiff Go Global's Supplemental Brief in Opposition to Motion for Summary Judgment	GG002497-2510
53. Plaintiff's Supplemental Brief in Opposition to Motion for Summary Judgment	GG002511-2526
54. Order Setting Deadlines for Supplemental Briefing	GG002527-2528
55. Notice of Filing of Official Transcript and of Deadlines Related to Restriction and Redaction	GG002529
56. Transcript Regarding Hearing held on 11/16/2015, at 2:30 p.m.....	GG002530-2585
57. Order Rescheduling Time for Oral Ruling on Pending Motions	GG002586-2587
58. Order Rescheduling Time for Oral Ruling on Pending Motions	GG002588-2589
59. Order Setting Time for Oral Ruling on Pending Motions	GG002590-2591
60. Plaintiff's Response to Defendants' Supplement to Motion to Dismiss	GG002592-2596
61. Supplement to Motion to Dismiss	GG002597-2612

62. Supplemental Exhibit Filing of Certified Exhibits	GG002613-2617
63. Plaintiff’s Omnibus Reply to Oppositions to Motion to Amend Complaint	GG002618-2629
64. Reply to Plaintiff’s Opposition to Defendants’ Motion to Dismiss ..	GG002630-2659
65. Opposition to Motion to Amend Complaint	GG002660-2687
66. Opposition to Motion to Amend Complaint	GG002688-2702
67. Plaintiff’s Opposition to Motion to Dismiss Case	GG002703-2720
68. Amended Notice of Hearing on Motion to Amend Complaint .	GG002721-2723
69. Notice of Hearing on Motion to Amend Complaint	GG002724-2726
70. Order Shortening Time	GG002727-2728
71. Attorney Information Sheet for Proposed Order Shortening Time ...	GG002729-2730
72. Ex Parte Motion for Order Shortening Time on Plaintiff’s Motion to Amend Complaint	GG002731-2735
73. Motion to Amend Complaint	GG002736-2799
74. Notice of Hearing on Motion to Dismiss	GG002800-2802
75. Declaration of Bryan A. Lindsey in Support of Plaintiff’s Opposition to Defendant’s’ Motion for Summary Judgment	GG002803-2804
76. Declaration of Andrew M. Leavitt, Esq.	GG002805-2806
77. Motion to Dismiss	GG002807-2845
78. Defendant, Eldorado Hills, LLC’s Corporate Ownership Statement	GG002846-2847
79. Defendant, TELD, LLC’s Corporate Ownership Statement	GG002848-2849

80. Order Continuing Motion for Status Hearing	GG002850
81. Order Reassigning Case to Bankruptcy Judge Mike K. Nakagawa ...	GG002851
82. Reply in Support of Motion for Summary Judgment	GG002852-2866
83. Order Reassigning Case to Bankruptcy Judge Gary Spraker	GG002867
84. Declaration of Carlos A. Huerta in Support of Plaintiff's Opposition to Defendant's Motion for Summary Judgment	GG002868-2869
85. Plaintiff's Opposition to Motion for Summary Judgment	GG002870-2889
86. Notice of Hearing on Motion for Summary Judgment	GG002890-2894
87. Order Reassigning Case to Bankruptcy Judge Mike K. Nakagawa ...	GG002895
88. Notice of Hearing on Motion for Summary Judgment	G002896-2898
89. Declaration of Samuel S. Lionel	GG002899-2901
90. Motion for Summary Judgment	GG002902-2993
91. Notice of Entry of Order Approving Ex Parte Substitution of Counsel	GG002994-3001
92. Order Approving Ex Parte Substitution of Counsel	GG003002-3004
93. Ex Parte Substitution of Counsel	GG003005-3008
94. Defendant The Rogich Trust's Corporate Ownership Statement	GG003009-3010
95. Defendant Imitations, LLC's Corporate Ownership Statement	GG003011-3012
96. Answer of Defendant The Rogich Trust to Complaint	GG003013-3022
97. Answer of Defendant Imitations, LLC to Complaint	GG003023-3025
98. Summons and Notice of Scheduling Conference in an Adversary Proceeding with Certificate of Service/Summons Service Executed on TELD, LLC	

.....	GG003026-3029
99. Summons and Notice of Scheduling Conference in an Adversary Proceeding with Certificate of Service/Summons Service Executed on Eldorado Hills, LLC	GG003030-3033
100. Summons and Notice of Scheduling Conference in an Adversary Proceeding with Certificate of Service/Summons Service Executed on Imitations, LLC and Sig Rogich	GG003034-3037
101. Summons and Notice of Scheduling Conference in an Adversary Proceeding	GG003038-3041
102. Request to Issue Summons on TELD, LLC filed by Samuel A. Schwartz on behalf of Go Global, Inc.	GG003042
103. Request to Issue Summons on Sig Rogich filed by Samuel A. Schwartz on behalf of Go Global, Inc.	GG003043
104. Request to Issue Summons on Imitations, LLC filed by Samuel A. Schwartz on behalf of Go Global, Inc.	GG003044
105. Request to Issue Summons on Eldorado Hills, LLC filed by Samuel A. Schwartz on behalf of Go Global, Inc.	GG003045
106. Adversary Complaint	GG003046-3061

Vol. I



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
March 30, 2016

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and)	
Christine H. Huerta,	)	Hearing Date: March 29, 2016
Debtors.	)	Hearing Time: 9:30 a.m.
)	

ORDER ADMINISTRATIVELY CLOSING THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HUERTA CHAPTER 11 CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

Upon consideration of the Motion (the “**Motion**”) of Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta (collectively, the “**Debtors**”), seeking entry of an order pursuant to section 350 of 11 U.S.C. §§ 101, *et seq.*, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States District

1 Court for the District of Nevada closing the Debtors' jointly administered Chapter 11 Cases; and
2 it appearing that this Court has jurisdiction to consider this Motion and the relief requested
3 therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core
4 proceeding within the meaning of 28 U.S.C. § 157(b); and it appearing that venue of this
5 proceeding and this Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and
6 1409; and due and proper notice of the Motion having been given; and it appearing that no other
7 further notice is necessary; and the Court finding that the Debtors made all payments in
8 accordance with their Chapter 11 Plan and paid their creditors in full; and the Court finding that
9 the relief requested in the Motion is appropriate and a benefit to the Debtors' estates, it is hereby,
10

11 **ORDERED** that the Motion is **GRANTED**; and it is further
12

13 **ORDERED** that the Debtors' jointly administered chapter 11 cases are hereby
14 administratively CLOSED, without prejudice to the rights of the Debtors or any other party in
15 interest to seek to reopen such case for good cause shown; and it is further
16

17 **ORDERED** that this Court shall retain jurisdiction over any and all matters arising from
18 or related to the implementation or interpretation of this Order.

19 Submitted by:

20 THE SCHWARTZ LAW FIRM, INC.

21 By: /s/ Samuel A. Schwartz, Esq.
22 Samuel A. Schwartz, Esq., NBN 10985
23 6623 Las Vegas Blvd. South, Suite 300
24 Las Vegas, NV 89119
25 Attorneys for the Debtors
26
27
28

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

X No party appeared at the hearing or filed an objection to the motion.

_____ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Attorneys for the Debtors

###

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and)	
Christine H. Huerta,	)	Hearing Date: March 29, 2016
Debtors.	)	Hearing Time: 9:30 a.m.
)	

NOTICE OF (a) HEARING ON MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA AND CHRISTINE H. HUERTA CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA AND (b) COMSUMMATION OF THE PLAN AND PAYMENT OF UNSECURED CREDITORS IN FULL

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtors, all creditors in receipt of electronic notice and parties in interest are hereby notified of a hearing on Go Global, Inc. and Carlos A. Huerta and Christine H. Huerta's (collectively, the "**Debtors**") Motion seeking to close their bankruptcy cases pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada

1 and that their Cases be closed pursuant to a final decree (the “**Motion**”), filed in this case on
2 February 22, 2016.

3
4 Take further notice that on February 10, 2016, the Debtors paid all unsecured creditors in full
5 in accordance with the terms of their Third Amended Chapter 11 Plan of Reorganization.

6
7 Take further notice that any party who objects to the Motion must file a written objection
8 pursuant to Local Rule 9014(d):

9
10 Oppositions to a motion must be filed and service of the opposition must
11 be completed on the movant no later than fourteen (14) days preceding
12 the hearing date for the motion. The opposition must set forth all
13 relevant facts and any relevant legal authority. An opposition must be
14 supported by affidavits or declarations that conform to the provisions of
15 subsection (c) of this rule.

16
17 If an objection is not timely filed and served, an order for the aforementioned Motion and
18 request for relief may be granted. LR 9014(a)(1).

19
20 If you object to the relief requested, you *must* file a **WRITTEN** response to this pleading with
21 the court. You *must* also serve your written response on the undersigned attorneys who sent you this
22 notice.

23
24 If you do not file a written response with the court, or if you do not serve your written response
25 as set forth herein, then:

- 26
27
28
29
30
31
32
33
34
1. The court may *refuse to allow you to speak* at the scheduled hearing; and
 2. The court may *rule against you* without formally calling the matter at the hearing.

WHEREFORE, notice is further given that the hearing on the Motion will be held before the
Honorable United States Bankruptcy Judge Laurel E. Davis, in the Foley Federal Building, 300 Las
Vegas Boulevard South, Las Vegas, NV 89101 in Courtroom #3, on **March 29, 2016, at 9:30 a.m.**

///

///

1 Dated: February 22, 2016.

2 Respectfully Submitted,

3 /s/Samuel A. Schwartz

4 Samuel A. Schwartz, Esq.

5 Nevada Bar No. 10985

6 Bryan A. Lindsey, Esq.

7 Nevada Bar No. 10662

8 The Schwartz Law Firm, Inc.

9 6623 Las Vegas Blvd. South, Suite 300

10 Las Vegas, Nevada 89101

11 Telephone: (702) 385-5544

12 Facsimile: (702) 385-2741

13 Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on February 22, 2016, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

MICHAEL W. CHEN on behalf of Creditor CHASE MORTGAGE COMPANY/ CHASE HOME FINANCE LLC
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

FRANK A ELLIS, III on behalf of Respondent MT. CHARLESTON INVESTMENTS, LLC
fellis@lvbusinesslaw.com, laurenc@lvbusinesslaw.com;gailk@lvbusinesslaw.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com,
ckishi@klnevada.com;bankruptcy@klnevada.com;ckishi@ecf.inforuptcy.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS
bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA LOAN SERVICES LLC, its assignees and/or successors
bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sg@h2law.com

JAMES A KOHL on behalf of Interested Party WESTERN NATIONAL TRUST COMPANY
jak@h2law.com, sg@h2law.com

ANDREW M LEAVITT on behalf of Defendant ELDORADO HILLS, LLC
lettie.herrera@andrewleavittlaw.com

ANDREW M LEAVITT on behalf of Defendant TELD, LLC
lettie.herrera@andrewleavittlaw.com

1 SAMUEL S. LIONEL on behalf of Defendant IMITATIONS, LLC
2 slionel@fclaw.com, dfarnham@fclaw.com

3 SAMUEL S. LIONEL on behalf of Defendant SIG ROGICH
4 slionel@fclaw.com, dfarnham@fclaw.com

5 BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
6 brandon@mcdonaldlawyers.com

7 SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
8 smiller@millerlawgroupnv.com, efile@millerlawgroupnv.com

9 SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
10 smyers@lacs.org, emontes@lacs.org

11 SUSAN L. MYERS on behalf of Defendant AZURE SEAS HOLDINGS, LLC
12 smyers@lacs.org, emontes@lacs.org

13 SUSAN L. MYERS on behalf of Defendant AZURE SEAS, LLC
14 smyers@lacs.org, emontes@lacs.org

15 SUSAN L. MYERS on behalf of Defendant HUGO R. PAULSON
16 smyers@lacs.org, emontes@lacs.org

17 SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
18 smyers@lacs.org, emontes@lacs.org

19 SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
20 smyers@lacs.org, emontes@lacs.org

21 SUSAN L. MYERS on behalf of Plaintiff HUGO R. PAULSON
22 smyers@lacs.org, emontes@lacs.org

23 ROBERT F. PURDY on behalf of Defendant ELDORADO HILLS, LLC
24 robert.purdy@andrewleavittlaw.com

25 AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
26 ecfnofices@sidhulawfirm.com

27 AMBRISH S. SIDHU on behalf of Defendant DANIEL DEARMAS
28 ecfnofices@sidhulawfirm.com

29 MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
30 msimons@rbslattys.com, jalhasan@rbslattys.com

31 MARK G SIMONS on behalf of Counter-Defendant CARLOS A. HUERTA
32
33
34

1 msimons@rbslattys.com, jalhasan@rbslattys.com

2 MARK G SIMONS on behalf of Debtor GO GLOBAL, INC.

3 msimons@rbslattys.com, jalhasan@rbslattys.com

4 MARK G SIMONS on behalf of Defendant CARLOS A. HUERTA

5 msimons@rbslattys.com, jalhasan@rbslattys.com

6 MARK G SIMONS on behalf of Defendant CHRISTINA H. HUERTA

7 msimons@rbslattys.com, jalhasan@rbslattys.com

8 MARK G SIMONS on behalf of Interested Party CHARLESTON FALLS, LLC

9 msimons@rbslattys.com, jalhasan@rbslattys.com

10 MARK G SIMONS on behalf of Jnt Admin Debtor CHARLESTON FALLS, LLC

11 msimons@rbslattys.com, jalhasan@rbslattys.com

12 MARK G SIMONS on behalf of Jnt Admin Debtor CARLOS A. HUERTA

13 msimons@rbslattys.com, jalhasan@rbslattys.com

14 MARK G SIMONS on behalf of Jnt Admin Debtor CHRISTINA H. HUERTA

15 msimons@rbslattys.com, jalhasan@rbslattys.com

16 MARK G SIMONS on behalf of Plaintiff GO GLOBAL, INC.

17 msimons@rbslattys.com, jalhasan@rbslattys.com

18 MARK G SIMONS on behalf of Plaintiff CARLOS A. HUERTA

19 msimons@rbslattys.com, jalhasan@rbslattys.com

20 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC

21 jennifer@jenniferasmith.com

22 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS, LLC

23 jennifer@jenniferasmith.com

24 JENNIFER A. SMITH on behalf of Counter-Claimant HUGO R. PAULSON

25 jennifer@jenniferasmith.com

26 JENNIFER A. SMITH on behalf of Creditor HUGO PAULSON

27 jennifer@jenniferasmith.com

28 JENNIFER A. SMITH on behalf of Creditor HUGO R. PAULSON

29 jennifer@jenniferasmith.com

30 JENNIFER A. SMITH on behalf of Defendant AZURE SEAS HOLDINGS, LLC

31 jennifer@jenniferasmith.com

1 JENNIFER A. SMITH on behalf of Defendant AZURE SEAS, LLC
2 jennifer@jenniferasmith.com

3 JENNIFER A. SMITH on behalf of Defendant HUGO R. PAULSON
4 jennifer@jenniferasmith.com

5 JENNIFER A. SMITH on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
6 jennifer@jenniferasmith.com

7 JENNIFER A. SMITH on behalf of Interested Party THE LODGE LLC
8 jennifer@jenniferasmith.com

9 JENNIFER A. SMITH on behalf of Interested Party YOUNGO, LLC
10 jennifer@jenniferasmith.com

11 JENNIFER A. SMITH on behalf of Plaintiff HUGO PAULSON
12 jennifer@jenniferasmith.com

13 JENNIFER A. SMITH on behalf of Plaintiff HUGO R. PAULSON
14 jennifer@jenniferasmith.com

15 NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
16 nathan@mclaw.org, MTeiman@mclaw.org

17 BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
18 bstevens@jsslaw.com, lbourland@jsslaw.com

19 BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
20 bstevens@jsslaw.com, lbourland@jsslaw.com

21 PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
22 phillip@renostonelaw.com, annie@renostonelaw.com

23 PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS, LLC
24 phillip@renostonelaw.com, annie@renostonelaw.com

25 PHILLIP M. STONE on behalf of Defendant AZURE SEAS HOLDINGS, LLC
26 phillip@renostonelaw.com, annie@renostonelaw.com

27 PHILLIP M. STONE on behalf of Defendant AZURE SEAS, LLC
28 phillip@renostonelaw.com, annie@renostonelaw.com

29 PHILLIP M. STONE on behalf of Defendant HUGO R. PAULSON
30 phillip@renostonelaw.com, annie@renostonelaw.com

1 PHILLIP M. STONE on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
2 phillip@renostonelaw.com, annie@renostonelaw.com

3 PHILLIP M. STONE on behalf of Interested Party THE LODGE LLC
4 phillip@renostonelaw.com, annie@renostonelaw.com

5 PHILLIP M. STONE on behalf of Interested Party YUGO, LLC
6 phillip@renostonelaw.com, annie@renostonelaw.com

7 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
8 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com

9 JEFFREY R. SYLVESTER on behalf of Interested Party NEVADA STATE BANK
10 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com

11 TODD B TUGGLE on behalf of Creditor HUGO PAULSON
12 kagemusha2@yahoo.com

13 U.S. TRUSTEE - LV - 11, 11
14 USTPRegion17.lv.ecf@usdoj.gov
15

16 GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
17 nvbk@tblaw.com, gwaring@tblaw.com;llcano@tblaw.com;maerwin@tblaw.com

18 BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
19 bwirthli@fclaw.com, aharris@fclaw.com

20 I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See
21 Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on
22 February 22, 2016, to the following:
23

24 United States Trustee
25 300 Las Vegas Blvd. South #4300
26 Las Vegas, NV 89101

27 /s/ Christy L. Cahall
28 Christy L. Cahall
29
30
31
32
33
34

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: February 22, 2016

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	)	Joint Administration Under
)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and)	
Christine H. Huerta,	)	Hearing Date: March 29, 2016
Debtors.	)	Hearing Time: 9:30 a.m.
)	

**MOTION TO CLOSE THE GO GLOBAL, INC. AND CARLOS A. HUERTA
AND CHRISTINE H. HURTA CASES PURSUANT TO 11 U.S.C. § 350, RULE
3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE
3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED
STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

Go Global, Inc. (“**Go Global**”) and Carlos A. Huerta and Christine H. Huerta (“**Huerta**”) (Go Global and Huerta are collectively referred to as “**Debtors**”), by and through their attorneys of record, The Schwartz Law Firm, Inc., file this motion (the “**Motion**”) seeking to close their bankruptcy cases (the “**Cases**”) pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada (the “**Local Rules**”) and that their Cases be closed pursuant to a final decree. In support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1
2 1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157
3 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before
4 this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL AND FACTUAL BACKGROUND

5
6 2. The Bankruptcy Case. On May 11, 2010 and May 23, 2010, Huerta and Go
7 Global retained the Schwartz Law Firm, Inc. (“SLF”) as bankruptcy counsel, respectively. On
8 March 18, 2010, Huerta filed a voluntary petition for relief under chapter 11 of the Bankruptcy
9 Code. On March 23, 2010, Go Global filed a voluntary petition for relief under chapter 11 of
10 the Bankruptcy Code.

11
12 3. On April 5, 2010, this Court entered an order jointly administering the Go
13 Global, Inc. case (10-14804) and the Carlos and Christine Huerta (10-14456) case. See Docket
14 No. 35. The Debtors continue to operate their business and manage their properties as debtors-
15 in-possession.

16
17 4. The Plan and Disclosure Statement. On April 4, 2011, debtors Go Global, Inc.
18 and Carlos and Christine Huerta filed their Joint Plan of Reorganization and Joint Disclosure
19 Statement. On January 17, 2013, the Debtors filed their First Amended Joint Plan of
20 Reorganization and First Amended Joint Disclosure Statement. On March 08, 2013, the
21 Debtors filed their Second Amended Joint Plan of Reorganization and Second Amended
22 Disclosure Statement. On March 28, 2013, the Debtors filed their Third Amended Joint Plan of
23 Reorganization (the “**Plan**”)¹ and Third Amended Joint Disclosure Statement (the “**Disclosure**
24 **Statement**”). By order dated April 8, 2013, this Court entered an order approving the
25
26

27 1 Capitalized terms used herein but not defined herein shall have the meanings ascribed to such
terms in the Plan.

1 Disclosure Statement and solicitation of the acceptance of the Plan commenced on April 8,
2 2013.

3 5. The Plan allowed for the Debtors to reorganize their properties and business
4 affairs.

5 6. The Effective Date. On June 19, 2013, this Court confirmed the Plan at the
6 confirmation hearing. On July 22, 2013, this Court entered an order (the “**Confirmation**
7 **Order**”) confirming the Plan. The Plan became effective on October 6, 2014 (the “**Effective**
8 **Date**”).
9

10 7. On April 8, 2014, this Court entered a Discharge of Individual Debtor in a
11 Chapter 11 Case relative to Carlos A. Huerta and Christine H. Huerta. See Docket No. 169.

12 8. On February 10, 2016, all allowed unsecured claims pursuant to the Debtors’
13 Plan were paid in full. See Declarations of Samuel A. Schwartz and Carlos A. Huerta, attached
14 hereto as **Exhibits A and B**, respectively. All secured claims are being treated as set forth in
15 the Plan and in accordance with their respective loan agreements.
16

17 9. Statutory Fees. In accordance with Section 3.04 of the Plan, all fees payable
18 pursuant to section 1930 of title 28 of the United States Code (the “**Trustees’ Fees**”), as
19 determined by the Bankruptcy Court at the hearing on the Plan, were paid by the Debtors on or
20 before the Effective Date. The Trustees’ Fees continue to be paid to the Office of the United
21 States Trustee (“**UST**”) and upon information and belief, the Debtors are current with their
22 Trustees’ Fees.
23

24
25 **RELIEF REQUESTED**
26
27

1 By this Motion, Go Global and Huerta (collectively, the “**Closing Debtors**”)
 2 seek the entry of a final decree that closes their cases, effective as of the date on which the
 3 Court enters such final decree.

4 **APPLICABLE AUTHORITY**

5 **The Closing Debtors Are Entitled to Final Decree Closing Their Chapter 11 Cases**

6 2. Section 350(a) of the Bankruptcy Code provides that “[a]fter an estate is fully
 7 administered and the court has discharged the trustee, the court shall close the case.” 11 U.S.C.
 8 § 350(a). Rule 3022 of the Bankruptcy Rules, pursuant to which section 350 is implemented,
 9 provides that “[a]fter an estate is fully administered in a chapter 11 reorganization case, the
 10 court, on its own motion or on motion of a party in interest, shall enter a final decree closing
 11 the case.” Fed. R. Bank. P. 3022.
 12

13 3. The Bankruptcy Code fails to define “fully administered.” The courts, however,
 14 have looked to the following factors in deciding whether a final decree shall be issued:
 15

- 16 • Whether the order confirming the plan has become final;
- 17 • Whether deposits required by the plan have been distributed;
- 18 • Whether the property proposed by the plan to be transferred has been
 19 transferred;
- 20 • Whether the debtor or the successor of the debtor under the plan has assumed
 21 the business or the management of the property dealt with by the plan;
- 22 • Whether payments under the plan have been commenced; and
- 23 • Whether all motions, contested matters, and adversary proceedings have been
 24 finally resolved.

25 1991 Advisory Comm. Note to Fed. R. Bankr. P. 3022 (the “**Advisory Committee Note**”).

26 4. Although courts should apply and weigh the factors set forth by the Advisory
 27 Committee Note, no one factor is dispositive. See In re Kliegel Bros., 238 B.R. 531, 542

1 (Bankr. E.D.N.Y. 1999); In re JMP-Newcor Int'l, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998).
2 Rather, the six factors act as mere guidelines to aid a court in its determination. See In re Mold
3 Makers, Inc., 124 B.R. 766, 768-69 (Bankr. N.D. Ill. 1990). Such a fluid formula has produced
4 widely varying results. “At one extreme, an estate could be fully administered, when a Chapter
5 11 Plan is confirmed and the estate dissolved... [a]t the other extreme, an estate could be fully
6 administered when all that is called for under a plan occurs.” Id. at 768.

7
8 5. Finally, Rule 3022 of the Local Rules states that “[u]nless otherwise provided in
9 the plan or by court order, or unless there are pending contested matters or adversary
10 proceedings, a case is deemed fully administered 180 days after plan confirmation, and the
11 clerk may then enter a final decree without further notice.” LR 3022.

12 6. In this case, a final decree, as requested herein, is appropriate in the Closing
13 Debtors’ Chapter 11 cases. The Confirmation Order is final and non-appealable. The Plan has
14 been substantially consummated. Moreover, all pending motions are resolved, and there are no
15 pending motions, contested matters or adversary proceedings at this time. Furthermore, the
16 Debtors’ Chapter 11 cases were confirmed on July 22, 2013, more than 180 days ago.
17 Accordingly, the rights of creditors will not be adversely affected by the close of the Debtors’
18 Chapter 11 cases.

19
20 7. Finally, the Closing Debtors are nonetheless incurring Trustees’ Fees and will
21 continue to incur such fees until their cases are closed. Absent an order closing the Debtors’
22 cases, the Closing Debtors will be forced to incur the substantial and ongoing burden of paying
23 quarterly fees to the UST, despite having made all distributions under the Plan and having their
24 cases being fully administered. Entry of the final decree requested herein will avoid the
25 considerable administrative costs and expense associated with maintaining the Closing
26 Debtors’ Chapter 11 cases.
27

CONCLUSION

8. WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court: (i) enter an order closing the Chapter 11 cases of Go Global, Inc. (Case No. 10-14804-LED) and Carlos A. Huerta and Christine H. Huerta (Case No. 10-14456-LED), and to the extent necessary under Rule 9006, the Final Decree be effective when the deadlines required by LR 3022.1 have passed, and (ii) any other relief that is necessary and proper.

Dated: February 22, 2016.

Respectfully submitted,

/s/ Samuel A. Schwartz Esq.
Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on February 22, 2016, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

MICHAEL W. CHEN on behalf of Creditor CHASE MORTGAGE COMPANY/ CHASE HOME FINANCE LLC
bknotice@mccarthyholthus.com,
mchen@ecf.courtdrive.com;nvbkcourt@mccarthyholthus.com;mchen@mccarthyholthus.com

FRANK A ELLIS, III on behalf of Respondent MT. CHARLESTON INVESTMENTS, LLC
fellis@lvbusinesslaw.com, laurenc@lvbusinesslaw.com;gailk@lvbusinesslaw.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com,
ckishi@klnevada.com;bankruptcy@klnevada.com;ckishi@ecf.inforuptcy.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS
bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA LOAN SERVICES LLC, its assignees and/or successors
bknotice@mccarthyholthus.com, nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sg@h2law.com

JAMES A KOHL on behalf of Interested Party WESTERN NATIONAL TRUST COMPANY
jak@h2law.com, sg@h2law.com

ANDREW M LEAVITT on behalf of Defendant ELDORADO HILLS, LLC
lettie.herrera@andrewleavittlaw.com

ANDREW M LEAVITT on behalf of Defendant TELD, LLC
lettie.herrera@andrewleavittlaw.com

SAMUEL S. LIONEL on behalf of Defendant IMITATIONS, LLC

1 slionel@fclaw.com, dfarnham@fclaw.com

2 SAMUEL S. LIONEL on behalf of Defendant SIG ROGICH
3 slionel@fclaw.com, dfarnham@fclaw.com

4 BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
5 brandon@mcdonaldlawyers.com

6 SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
7 smiller@millerlawgroupnv.com, efile@millerlawgroupnv.com

8 SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
9 smyers@lacs.org, emontes@lacs.org

10 SUSAN L. MYERS on behalf of Defendant AZURE SEAS HOLDINGS, LLC
11 smyers@lacs.org, emontes@lacs.org

12 SUSAN L. MYERS on behalf of Defendant AZURE SEAS, LLC
13 smyers@lacs.org, emontes@lacs.org

14 SUSAN L. MYERS on behalf of Defendant HUGO R. PAULSON
15 smyers@lacs.org, emontes@lacs.org

16 SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
17 smyers@lacs.org, emontes@lacs.org

18 SUSAN L. MYERS on behalf of Plaintiff HUGO PAULSON
19 smyers@lacs.org, emontes@lacs.org

20 SUSAN L. MYERS on behalf of Plaintiff HUGO R. PAULSON
21 smyers@lacs.org, emontes@lacs.org

22 ROBERT F. PURDY on behalf of Defendant ELDORADO HILLS, LLC
23 robert.purdy@andrewleavittlaw.com

24 AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
25 ecfnofices@sidhulawfirm.com

26 AMBRISH S. SIDHU on behalf of Defendant DANIEL DEARMAS
27 ecfnofices@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

MARK G SIMONS on behalf of Counter-Defendant CARLOS A. HUERTA
msimons@rbslattys.com, jalhasan@rbslattys.com

1 MARK G SIMONS on behalf of Debtor GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

2 MARK G SIMONS on behalf of Defendant CARLOS A. HUERTA
3 msimons@rbslattys.com, jalhasan@rbslattys.com

4 MARK G SIMONS on behalf of Defendant CHRISTINA H. HUERTA
5 msimons@rbslattys.com, jalhasan@rbslattys.com

6 MARK G SIMONS on behalf of Interested Party CHARLESTON FALLS, LLC
7 msimons@rbslattys.com, jalhasan@rbslattys.com

8 MARK G SIMONS on behalf of Jnt Admin Debtor CHARLESTON FALLS, LLC
msimons@rbslattys.com, jalhasan@rbslattys.com

9 MARK G SIMONS on behalf of Jnt Admin Debtor CARLOS A. HUERTA
10 msimons@rbslattys.com, jalhasan@rbslattys.com

11 MARK G SIMONS on behalf of Jnt Admin Debtor CHRISTINA H. HUERTA
12 msimons@rbslattys.com, jalhasan@rbslattys.com

13 MARK G SIMONS on behalf of Plaintiff GO GLOBAL, INC.
14 msimons@rbslattys.com, jalhasan@rbslattys.com

15 MARK G SIMONS on behalf of Plaintiff CARLOS A. HUERTA
msimons@rbslattys.com, jalhasan@rbslattys.com

16 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
17 jennifer@jenniferasmith.com

18 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS, LLC
19 jennifer@jenniferasmith.com

20 JENNIFER A. SMITH on behalf of Counter-Claimant HUGO R. PAULSON
jennifer@jenniferasmith.com

21 JENNIFER A. SMITH on behalf of Creditor HUGO PAULSON
22 jennifer@jenniferasmith.com

23 JENNIFER A. SMITH on behalf of Creditor HUGO R. PAULSON
24 jennifer@jenniferasmith.com

25 JENNIFER A. SMITH on behalf of Defendant AZURE SEAS HOLDINGS, LLC
26 jennifer@jenniferasmith.com

27 JENNIFER A. SMITH on behalf of Defendant AZURE SEAS, LLC
jennifer@jenniferasmith.com

1 JENNIFER A. SMITH on behalf of Defendant HUGO R. PAULSON
2 jennifer@jenniferasmith.com

3 JENNIFER A. SMITH on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
4 jennifer@jenniferasmith.com

5 JENNIFER A. SMITH on behalf of Interested Party THE LODGE LLC
6 jennifer@jenniferasmith.com

7 JENNIFER A. SMITH on behalf of Interested Party YOUNGO, LLC
8 jennifer@jenniferasmith.com

9 JENNIFER A. SMITH on behalf of Plaintiff HUGO PAULSON
10 jennifer@jenniferasmith.com

11 JENNIFER A. SMITH on behalf of Plaintiff HUGO R. PAULSON
12 jennifer@jenniferasmith.com

13 NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
14 nathan@mclaw.org, MTeiman@mclaw.org

15 BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
16 bstevens@jsslaw.com, lbourland@jsslaw.com

17 BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
18 bstevens@jsslaw.com, lbourland@jsslaw.com

19 PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
20 phillip@renostonelaw.com, annie@renostonelaw.com

21 PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS, LLC
22 phillip@renostonelaw.com, annie@renostonelaw.com

23 PHILLIP M. STONE on behalf of Defendant AZURE SEAS HOLDINGS, LLC
24 phillip@renostonelaw.com, annie@renostonelaw.com

25 PHILLIP M. STONE on behalf of Defendant AZURE SEAS, LLC
26 phillip@renostonelaw.com, annie@renostonelaw.com

27 PHILLIP M. STONE on behalf of Defendant HUGO R. PAULSON
phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Interested Party CHARLES ANTHONY ORCHARD, LLC
phillip@renostonelaw.com, annie@renostonelaw.com

PHILLIP M. STONE on behalf of Interested Party THE LODGE LLC

1 phillip@renostonelaw.com, annie@renostonelaw.com

2 PHILLIP M. STONE on behalf of Interested Party YOUGO, LLC
3 phillip@renostonelaw.com, annie@renostonelaw.com

4 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
5 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com

6 JEFFREY R. SYLVESTER on behalf of Interested Party NEVADA STATE BANK
7 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com

8 TODD B TUGGLE on behalf of Creditor HUGO PAULSON
9 kagemusha2@yahoo.com

10 U.S. TRUSTEE - LV - 11, 11
11 USTPRegion17.lv.ecf@usdoj.gov

12 GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
13 nvbk@tblaw.com, gwaring@tblaw.com;llcano@tblaw.com;maerwin@tblaw.com

14 BRENOCH R WIRTHLIN on behalf of Defendant SIG ROGICH
15 bwirthli@fclaw.com, aharris@fclaw.com

16 I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See
17 Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on
18 February 22, 2016, to the following:

19 United States Trustee
20 300 Las Vegas Blvd. South #4300
21 Las Vegas, NV 89101

22 /s/ Christy L. Cahall
23 Christy L. Cahall
24
25
26
27

EXHIBIT A

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:	)	Joint Administration Under
)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and)	
Christine H. Huerta,)	
Debtors.)	
)	

DECLARATION OF SAMUEL A. SCHWARTZ, ESQ.

SAMUEL A. SCHWARTZ, ESQ., being duly sworn, deposes and says:

1. I am the principal of The Schwartz Law Firm, Inc. (“**SLF**” or the “**Firm**”), 6623 Las Vegas Blvd. South, Suite 300, Las Vegas, Nevada 89119. I am authorized to make this declaration on SLF’s behalf and unless otherwise indicated, I have personal knowledge of the facts set forth herein.

2. I am counsel for the above-captioned debtors (the “**Debtors**”) and make this declaration in support of their motion to close their Chapter 11 bankruptcy cases.

3. As counsel for the Debtors, we reviewed the Debtors’ plan, scheduled claims and proofs of claims filed in the Debtors bankruptcy cases. After reviewing such claims and

1 corresponding with Mr. Carlos A. Huerta regarding the remaining claims to be paid in full, Mr.
2 Huerta issued a wire transfer to my office in the amount of \$118,658.67.

3
4 4. My office, in turn, drafted a cover letter to each creditor, and issued via regular
5 mail checks to pay 100% of the allowed claims of all remaining creditors under the Debtor's
6 Chapter 11 plan of reorganization.

7
8 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
9 and correct.

10
11 Dated this 22nd day of February, 2016.

12 /s/ Samuel A. Schwartz
13 SAMUEL A. SCHWARTZ, ESQ.
14 Nevada Bar No. 10985
15 Attorneys for the Debtors
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

EXHIBIT B

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:	)	Joint Administration Under
)	
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and)	
Christine H. Huerta,)	
Debtors.)	

DECLARATION OF CARLOS A. HUERTA

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CARLOS HUERTA, being duly sworn, deposes and says:

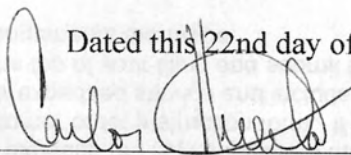
1. I am over the age of eighteen, mentally competent, and unless otherwise indicated, I have personal knowledge of the facts set forth herein. I am the principal of Go Global, Inc. (“Go Global”), and an individual debtor (collectively, the “Debtors”) in the foregoing bankruptcy cases. I make this declaration in support of the above-captioned Debtors’ motion to close their Chapter 11 cases.

1 2. In early February 2016, I caused payment to be made to several of the Debtors'
2 creditors, which paid such creditors 100% of their allowed claims under the Debtors' Chapter 11 plan
3 of reorganization, including, but not limited to, the stipulated allowed claim of Nevada State Bank in
4 the amount of \$478,901.86.

5 3. On February 9, 2016, I caused a wire in the amount of \$118,658.67 to be sent to my
6 bankruptcy counsel, who in turn, used such funds to pay 100% of all remaining allowed claims under
7 the Debtor's plan.

8 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and
9 correct to the best of my knowledge and belief.

11 Dated this 22nd day of February, 2016.

12 
13 CARLOS HUERTA

Samuel A. Schwartz, Esq., NBN#10985
 The Schwartz Law Firm, Inc.
 6623 Las Vegas Blvd. South, Suite 300
 Las Vegas, Nevada 89119
 Telephone: (702) 385-5544
 Facsimile: (702) 385-2741
 Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
)	
Debtor,	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	CASE NO.: 11-27226-LED
Christine H. Huerta,	)	CASE NO.: 11-28681-LED
Debtors.)	
In re:)	
Charleston Falls, LLC,	)	Chapter 11
Debtor.)	
In re:)	
HPCH, LLC,)	
Debtor)	

**NOTICE OF ENTRY OF ORDER GRANTING THE MOTION CLOSING
 THE CHAPTER 11 CASES OF: (I) CHARLESTON FALLS, LLC; AND (II)
 AND HPCH, LLC PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL
 RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL
 RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES
BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtor and all creditors and parties in interest are hereby notified that an Order Granting the Debtors' (Charleston Falls, LLC and HPCH, LLC) Motion to Close Case Pursuant to section 350 of 11 U.S.C. § 101, et seq., Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada was entered by the Court December 23, 2014 (attached hereto as Exhibit A).

1 Dated: January 6, 2015.

2 Respectfully Submitted,

3 /s/Samuel A. Schwartz

4 Samuel A. Schwartz, Esq., NBN #10985

5 The Schwartz Law Firm, Inc.

6 6623 Las Vegas Blvd. South, Suite 300

7 Las Vegas, Nevada 89119

8 Telephone: (702) 385-5544

9 Facsimile: (702) 385-2741

10 Attorneys for the Debtor

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on January 6, 2015, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnoces@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

U.S. TRUSTEE - LV - 11 USTPRegion17.lv.ecf@usdoj.gov

UNITED ONE EQUITIES, LLC (all) Loanresolutions@aol.com

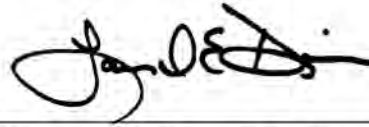
GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkutn
eski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See
Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on
January 6, 2015, to the following:

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

/s/ Janine Lee
Janine Lee

Exhibit A



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 23, 2014

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
)	
Debtor,	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	CASE NO.: 11-27226-LED
Christine H. Huerta,	)	CASE NO.: 11-28681-LED
Debtors.)	
In re:)	
Charleston Falls, LLC,	)	Chapter 11
Debtor.)	
In re:)	
HPCH, LLC,	)	Hearing Date: December 22, 2014
Debtor	)	Hearing Time: 10:30 a.m.
)	

ORDER GRANTING THE MOTION CLOSING THE CHAPTER 11 CASES OF: (I) CHARLESTON FALLS, LLC; AND (II) AND HPCH, LLC PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

1 Upon consideration of the Motion (the “**Motion**”) of Charleston Falls, LLC, and
2 HPCH, LLC, the above-captioned debtors and debtors-in-possession (collectively, the
3 “**Closing Debtors**”), seeking entry of a final decree pursuant to section 350 of 11 U.S.C. §§
4 101, *et seq.*, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the
5 Local Rules of Bankruptcy Practice of the United States District Court for the District of
6 Nevada closing the Debtors’ following jointly administered Chapter 11 Cases: Charleston
7 Falls, LLC (Case No. 11-27226-LED), and HPCH, LLC (Case No. 11-28681-LED); and it
8 appearing that this Court has jurisdiction to consider this Motion and the relief requested
9 therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a
10 core proceeding within the meaning of 28 U.S.C. § 157(b); and it appearing that venue of this
11 proceeding and this Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and
12 1409; and due and proper notice of the Motion having been given; and it appearing that no
13 other further notice is necessary; and the Court finding that the relief requested in the Motion is
14 appropriate and a benefit to the Closing Debtors’ estate, it is, by the United States Bankruptcy
15 Court for the District of Nevada, hereby

16 **ORDERED** that the Motion is GRANTED; and it is further

17 **ORDERED** that the following Closing Debtors’ jointly administered chapter 11 cases
18 are hereby CLOSED: Charleston Falls, LLC (Case No. 11-27226-LED), and HPCH, LLC
19 (Case No. 11-28681-LED); without prejudice to the rights of the Closing Debtors or any other
20 party in interest to seek to reopen such case for good cause shown; and it is further

21 ///

22 ///

23 ///

ORDERED that this Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq., NBN 10985

6623 Las Vegas Blvd. South, Suite 300

Las Vegas, NV 89119

Attorneys for the Debtors

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

 X No party appeared at the hearing or filed an objection to the motion.

_____ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

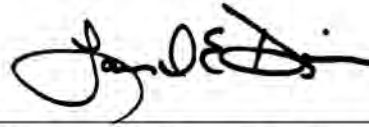
Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Attorneys for the Debtors

#



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
December 23, 2014

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
)	
Debtor,	)	CASE NO.: 10-14804-LED
In re:	)	CASE NO.: 10-14456-LED
Carlos A. Huerta, and	)	CASE NO.: 11-27226-LED
Christine H. Huerta,	)	CASE NO.: 11-28681-LED
Debtors.)	
In re:)	
Charleston Falls, LLC,	)	Chapter 11
Debtor.)	
In re:)	
HPCH, LLC,	)	Hearing Date: December 22, 2014
Debtor	)	Hearing Time: 10:30 a.m.
)	

ORDER GRANTING THE MOTION CLOSING THE CHAPTER 11 CASES OF: (I) CHARLESTON FALLS, LLC; AND (II) AND HPCH, LLC PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

1 Upon consideration of the Motion (the “**Motion**”) of Charleston Falls, LLC, and
2 HPCH, LLC, the above-captioned debtors and debtors-in-possession (collectively, the
3 “**Closing Debtors**”), seeking entry of a final decree pursuant to section 350 of 11 U.S.C. §§
4 101, *et seq.*, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the
5 Local Rules of Bankruptcy Practice of the United States District Court for the District of
6 Nevada closing the Debtors’ following jointly administered Chapter 11 Cases: Charleston
7 Falls, LLC (Case No. 11-27226-LED), and HPCH, LLC (Case No. 11-28681-LED); and it
8 appearing that this Court has jurisdiction to consider this Motion and the relief requested
9 therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a
10 core proceeding within the meaning of 28 U.S.C. § 157(b); and it appearing that venue of this
11 proceeding and this Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and
12 1409; and due and proper notice of the Motion having been given; and it appearing that no
13 other further notice is necessary; and the Court finding that the relief requested in the Motion is
14 appropriate and a benefit to the Closing Debtors’ estate, it is, by the United States Bankruptcy
15 Court for the District of Nevada, hereby

16 **ORDERED** that the Motion is GRANTED; and it is further

17 **ORDERED** that the following Closing Debtors’ jointly administered chapter 11 cases
18 are hereby CLOSED: Charleston Falls, LLC (Case No. 11-27226-LED), and HPCH, LLC
19 (Case No. 11-28681-LED); without prejudice to the rights of the Closing Debtors or any other
20 party in interest to seek to reopen such case for good cause shown; and it is further

21 ///

22 ///

23 ///

ORDERED that this Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq., NBN 10985

6623 Las Vegas Blvd. South, Suite 300

Las Vegas, NV 89119

Attorneys for the Debtors

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

 X No party appeared at the hearing or filed an objection to the motion.

_____ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Attorneys for the Debtors

#

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
In re:	)	CASE NO.: 10-14804-LED
Carlos A. Huerta, and	)	CASE NO.: 10-14456-LED
Christine H. Huerta,	)	CASE NO.: 11-27226-LED
Debtors.	)	CASE NO.: 11-28681-LED
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Hearing Date: December 22, 2014
Debtor.	)	Hearing Time: 10:30 a.m.
)	

**NOTICE OF HEARING ON MOTION TO CLOSE THE CHARLESTON FALLS, LLC
AND HPCH, LLC CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE
LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED
STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtors, all creditors in receipt of electronic notice and parties in interest are hereby notified of a hearing on the Debtors Charleston Falls, LLC and HPCH, LLC's Motion seeking to close their bankruptcy cases pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of Bankruptcy Practice

1 of the United States Bankruptcy Court for the District of Nevada and that their Cases be closed
2 pursuant to a final decree (the “**Motion**”), filed in this case on November 24, 2014.

3
4 Take further notice that any party who objects to the Motion must file a written objection
5 pursuant to Local Rule 9014(d):

6
7 Oppositions to a motion must be filed and service of the opposition must
8 be completed on the movant no later than fourteen (14) days preceding
9 the hearing date for the motion. The opposition must set forth all
10 relevant facts and any relevant legal authority. An opposition must be
11 supported by affidavits or declarations that conform to the provisions of
12 subsection (c) of this rule.

13 If an objection is not timely filed and served, an order for the aforementioned Motion and
14 request for relief may be granted. LR 9014(a)(1).

15 If you object to the relief requested, you *must* file a **WRITTEN** response to this pleading with
16 the court. You *must* also serve your written response on the undersigned attorneys who sent you this
17 notice.

18 If you do not file a written response with the court, or if you do not serve your written response
19 as set forth herein, then:
20

- 21
22 1. The court may *refuse to allow you to speak* at the scheduled hearing; and
23 2. The court may *rule against you* without formally calling the matter at the hearing.

24 WHEREFORE, notice is further given that the hearing on said Motion will be held before the
25 Honorable United States Bankruptcy Judge Laurel E. Davis, in the Foley Federal Building, 300 Las
26

27 ///

28 ///

29 ///

30 ///

31 ///

1 Vegas Boulevard South, Las Vegas, NV 89101 in Courtroom #3, on **December 22, 2014, at 10:30**
2 **a.m.**

3
4 Dated: November 24, 2014.

5 Respectfully Submitted,

6 /s/Samuel A. Schwartz

7 Samuel A. Schwartz, Esq.

8 Nevada Bar No. 10985

9 Bryan A. Lindsey, Esq.

10 Nevada Bar No. 10662

11 The Schwartz Law Firm, Inc.

12 6623 Las Vegas Blvd. South, Suite 300

13 Las Vegas, Nevada 89101

14 Telephone: (702) 385-5544

15 Facsimile: (702) 385-2741

16 Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on November 24, 2014, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnoces@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsclv@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

1 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

2
3 U.S. TRUSTEE - LV - 11
4 USTPRegion17.lv.ecf@usdoj.gov

5 UNITED ONE EQUITIES, LLC (all)
6 Loanresolutions@aol.com

7 GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
8 nvbk@tblaw.com,
9 jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkutneski@
tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

10
11 I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See
12 Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on
13 November 24, 2014, to the following:
14

15 United States Trustee
16 300 Las Vegas Blvd. South #4300
17 Las Vegas, NV 89101

18 /s/ Janine Lee
19 Janine Lee
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: November 24, 2014

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,)	
Debtor,	)	CASE NO.: 10-14804-LED
In re:)	
Carlos A. Huerta, and	)	CASE NO.: 10-14804-LED
Christine H. Huerta,	)	CASE NO.: 10-14456-LED
Debtors.	)	CASE NO.: 11-27226-LED
In re:	)	CASE NO.: 11-28681-LED
Charleston Falls, LLC,)	
Debtor.)	
In re:	)	Hearing Date: December 22, 2014
HPCH, LLC,	)	Hearing Time: 10:30 a.m.
Debtor.)	

**MOTION TO CLOSE THE CHARLESTON FALLS, LLC AND HPCH, LLC
CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF THE FEDERAL
RULES OF BANKRUPTCY PROCEDURE AND RULE 3022 OF THE
LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED
STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

Charleston Falls, LLC (“**Charleston Falls**”) and HPCH, LLC (“**HPCH**”), by and through their attorneys of record, The Schwartz Law Firm, Inc., file this motion (the “**Motion**”) seeking to close their bankruptcy cases (the “**Cases**”) pursuant to section 350 the Bankruptcy Code, Rule 3022 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 3022 of the Local Rules of Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada (the “**Local Rules**”) and that their Cases be closed

1 pursuant to a final decree, substantially in the form of order attached hereto as **Exhibit A**. In
2 support of the Motion, the Debtors respectfully represent as follows:

3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157
5 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before
6 this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
7

8 **PROCEDURAL AND FACTUAL BACKGROUND**

9 2. The Bankruptcy Case. On October 27, 2011, Charleston Falls, LLC retained
10 The Schwartz Law Firm, Inc. (“SLF”) as bankruptcy counsel. On October 31, 2011,
11 Charleston Falls, LLC filed a voluntary petition for relief under chapter 11 of the Bankruptcy
12 Code. On December 02, 2011, HPCH, LLC filed a voluntary petition for relief under
13 chapter 11 of the Bankruptcy Code.
14

15 3. On May 29, 2012, HPCH, LLC retained SLF and on June 05, 2012, SLF filed
16 its Substitution of Attorney. On December 09, 2011, this Court entered an order jointly
17 administering the Charleston Falls, LLC case, the Go Global, Inc. case (10-14804) and the
18 Carlos and Christine Huerta (10-14456) case. On July 20, 2012, this Court entered an order
19 jointly administering the HPCH, LLC case with the Charleston Falls, LLC case, the Go Global,
20 Inc. case and the Carlos and Christine Huerta case (collectively, the “**Debtors**”). The Debtors
21 continue to operate their business and manage their properties as debtors-in-possession.
22

23 4. The Plan and Disclosure Statement. On April 04, 2011, debtors Go Global, Inc.
24 and Carlos and Christine Huerta filed their Joint Plan of Reorganization and Joint Disclosure
25 Statement. On January 17, 2013, the Debtors filed their First Amended Joint Plan of
26 Reorganization and First Amended Joint Disclosure Statement. On March 08, 2013, the
27

Debtors filed their Second Amended Joint Plan of Reorganization and Second Amended Disclosure Statement. On March 28, 2013, the Debtors filed their Third Amended Joint Plan of Reorganization (the “**Plan**”)¹ and Third Amended Joint Disclosure Statement (the “**Disclosure Statement**”). By order dated April 08, 2013, this Court entered an order approving the Disclosure Statement and solicitation of the acceptance of the Plan commenced on April 08, 2013.

5. The Plan allowed for the Debtors to reorganize their properties and business affairs.

6. The Effective Date. On June 19, 2013, this Court confirmed the Plan at the confirmation hearing. On July 22, 2013, this Court entered an order (the “**Confirmation Order**”) confirming the Plan (the “**Effective Date**”).

7. Statutory Fees. In accordance with Section 3.04 of the Plan, all fees payable pursuant to section 1930 of title 28 of the United States Code (the “**Trustees’ Fees**”), as determined by the Bankruptcy Court at the hearing on the Plan, were paid by the Debtors on or before the Effective Date. The Trustees’ Fees continue to be paid to the Office of the United States Trustee (“**UST**”) and upon information and belief, the Debtors are current with their Trustees’ Fees.

RELIEF REQUESTED

1. By this Motion, Charleston Falls, LLC and HPCH, LLC (collectively, the “**Closing Debtors**”) seek the entry of a final decree that closes their cases, effective as of the date on which the Court enters such final decree.

¹ Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Plan.

APPLICABLE AUTHORITY

The Closing Debtors Are Entitled to Final Decree Closing Their Chapter 11 Cases

2. Section 350(a) of the Bankruptcy Code provides that “[a]fter an estate is fully administered and the court has discharged the trustee, the court shall close the case.” 11 U.S.C. § 350(a). Rule 3022 of the Bankruptcy Rules, pursuant to which section 350 is implemented, provides that “[a]fter an estate is fully administered in a chapter 11 reorganization case, the court, on its own motion or on motion of a party in interest, shall enter a final decree closing the case.” Fed. R. Bank. P. 3022.

3. The Bankruptcy Code fails to define “fully administered.” The courts, however, have looked to the following factors in deciding whether a final decree shall be issued:

- Whether the order confirming the plan has become final;
- Whether deposits required by the plan have been distributed;
- Whether the property proposed by the plan to be transferred has been transferred;
- Whether the debtor or the successor of the debtor under the plan has assumed the business or the management of the property dealt with by the plan;
- Whether payments under the plan have been commenced; and
- Whether all motions, contested matters, and adversary proceedings have been finally resolved.

1991 Advisory Comm. Note to Fed. R. Bankr. P. 3022 (the “**Advisory Committee Note**”).

4. Although courts should apply and weigh the factors set forth by the Advisory Committee Note, no one factor is dispositive. See In re Kliegel Bros., 238 B.R. 531, 542 (Bankr. E.D.N.Y. 1999); In re JMP-Newcor Int’l, 225 B.R. 462, 465 (Bankr. N.D. Ill. 1998). Rather, the six factors act as mere guidelines to aid a court in its determination. See In re Mold Makers, Inc., 124 B.R. 766, 768-69 (Bankr. N.D. Ill. 1990). Such a fluid formula has produced

1 widely varying results. “At one extreme, an estate could be fully administered, when a Chapter
2 11 Plan is confirmed and the estate dissolved... [a]t the other extreme, an estate could be fully
3 administered when all that is called for under a plan occurs.” Id. at 768.

4 5. Finally, Rule 3022 of the Local Rules states that “[u]nless otherwise provided in
5 the plan or by court order, or unless there are pending contested matters or adversary
6 proceedings, a case is deemed fully administered 180 days after plan confirmation, and the
7 clerk may then enter a final decree without further notice.” LR 3022.

8 9 6. In this case, a final decree, as requested herein, is appropriate in the Closing
10 Debtors’ Chapter 11 cases. The Confirmation Order is final and non-appealable. The Plan has
11 been substantially consummated. Moreover, all pending motions are resolved, and there are no
12 pending motions, contested matters or adversary proceedings at this time. Furthermore, the
13 Debtors’ Chapter 11 cases were confirmed on July 22, 2013, more than 180 days ago.
14 Accordingly, the rights of creditors will not be adversely affected by the close of the Debtors’
15 Chapter 11 cases.
16

17 7. Finally, the Closing Debtors are nonetheless incurring Trustees’ Fees and will
18 continue to incur such fees until their cases are closed. Absent an order closing the Debtors’
19 cases, the Closing Debtors will be forced to incur the substantial and ongoing burden of paying
20 quarterly fees to the UST, despite having made all distributions under the Plan and having their
21 cases being fully administered. Entry of the final decree requested herein will avoid the
22 considerable administrative costs and expense associated with maintaining the Closing
23 Debtors’ Chapter 11 cases.
24
25
26
27

CONCLUSION

8. WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court: (i) enter an order closing the Chapter 11 cases of Charleston Falls LLC (Case No. 11-27226-LED) and HPCH, LLC (Case No. 11-28681-LED), and to the extent necessary under Rule 9006, the Final Decree be effective as of December 31, 2014, and (ii) any other relief that is necessary and proper.

Dated: November 24, 2014.

Respectfully submitted,

/s/ Samuel A. Schwartz Esq.

Samuel A. Schwartz, Esq.

Nevada Bar No. 10985

Bryan A. Lindsey, Esq.

Nevada Bar No. 10662

The Schwartz Law Firm, Inc.

6623 Las Vegas Blvd. South, Suite 300

Las Vegas, Nevada 89119

Telephone: (702) 385-5544

Facsimile: (702) 385-2741

Attorneys for the Debtors

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF System on November 24, 2014, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnoces@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslatts.com, jalhasan@rbslatts.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK

jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov

UNITED ONE EQUITIES, LLC (all)
Loanresolutions@aol.com

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkutn
eski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that in accordance with the Confirmation Order in this case (See
Docket No. 507) a true and correct copy of the foregoing was sent via U.S. REGULAR MAIL on
November 24, 2014, to the following:

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

/s/ Janine Lee
Janine Lee

Exhibit A

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

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

In re:	)	Joint Administration Under
Go Global, Inc.,)	
Debtor,	)	CASE NO.: 10-14804-LED
In re:)	
Carlos A. Huerta, and	)	CASE NO.: 10-14804-LED
Christine H. Huerta,	)	CASE NO.: 10-14456-LED
Debtors.	)	CASE NO.: 11-27226-LED
In re:	)	CASE NO.: 11-28681-LED
Charleston Falls, LLC,)	
Debtor.)	
In re:)	
HPCH, LLC,)	
Debtor.)	

**ORDER GRANTING MOTION TO CLOSE THE CHARLESTON FALLS, LLC
AND HPCH, LLC CASES PURSUANT TO 11 U.S.C. § 350, RULE 3022 OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND RULE 3022
OF THE LOCAL RULES OF BANKRUPTCY PRACTICE OF THE UNITED
STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

1 Upon consideration of the Motion (the “**Motion**”) of Charleston Falls, LLC and HPCH,
2 LLC, above-captioned debtors and debtors-in-possession (the “**Closing Debtors**”), seeking to
3 close the Debtors’ bankruptcy cases pursuant to section 350 of 11 U.S.C. §§ 101, *et seq.*, Rule
4 3022 of the Federal Rules of Bankruptcy Procedure and Rule 3022 of the Local Rules of
5 Bankruptcy Practice of the United States Bankruptcy Court for the District of Nevada; and it
6 appearing that this Court has jurisdiction to consider this Motion and the relief requested
7 therein in accordance with 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a
8 core proceeding within the meaning of 28 U.S.C. § 157(b); and it appearing that venue of this
9 proceeding and this Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and
10 1409; and due and proper notice of the Motion having been given; and it appearing that no
11 other further notice is necessary; and the Court finding that the relief requested in the Motion is
12 appropriate and a benefit to the Closing Debtors’ estates, it is, by the United States Bankruptcy
13 Court for the District of Nevada, hereby
14
15

16 **ORDERED** that the Closing Debtors’ request to administratively close their cases is
17 GRANTED; and it is further
18

19 **ORDERED** that the chapter 11 cases of the Closing Debtors are hereby CLOSED,
20 without prejudice to the rights of the Closing Debtors or any other party in interest to seek to
21 reopen such cases for good cause shown; and it is further
22

23 ///

24 ///

25 ///

26 ///

1 **ORDERED** that this Court shall retain jurisdiction over any and all matters arising
2 from or related to the implementation or interpretation of this Order.

3 Submitted by:

4 THE SCHWARTZ LAW FIRM, INC.

5 By: /s/ Samuel A. Schwartz

6 Samuel A. Schwartz, Esq.

7 Nevada Bar No. 10985

8 Bryan A. Lindsey Esq.

9 Nevada Bar No. 10662

10 The Schwartz Law Firm, Inc.

11 6623 Las Vegas Blvd. South, Suite 300

12 Las Vegas, Nevada 89119

13 Telephone: (702) 385-5544

14 Facsimile: (702) 385-2741

15 Attorneys for the Debtors

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

_____ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a cases under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz

Samuel A. Schwartz, Esq.

Nevada Bar No. 10985

The Schwartz Law Firm, Inc.

6623 Las Vegas Blvd. South, Suite 300

Las Vegas, Nevada 89119

Telephone: (702) 385-5544

Facsimile: (702) 385-2741

Attorneys for the Debtors

###

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89101
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: August 9, 2013

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-LED
Debtor,)	
In re:	)	CASE NO.: 10-14804-LED
Carlos A. Huerta, and	)	CASE NO.: 10-14456-LED
Christine H. Huerta,	)	CASE NO.: 11-27226-LED
Debtors.	)	CASE NO.: 11-28681-LED
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,)	
Debtor.)	

**NOTICE OF ENTRY OF ORDER CONFIRMING THE DEBTORS'
CHAPTER 11 PLAN OF REORGANIZATION**

TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES

The Court, the Debtors, the United States Trustee, and all creditors and parties in interest are hereby notified that an Order Confirming Plan of Reorganization of the above

///

///

///

captioned debtors was entered by the Court on July 22, 2013 (attached hereto as Exhibit A – without exhibits).

Dated: August 9, 2013.

Respectfully Submitted,

/s/Samuel A. Schwartz

Samuel A. Schwartz, Esq.

Nevada Bar No. 10985

Bryan A. Lindsey, Esq.

Nevada Bar No. 10662

The Schwartz Law Firm, Inc.

6623 Las Vegas Blvd. South, Suite 300

Las Vegas, Nevada 89101

Telephone: (702) 385-5544

Facsimile: (702) 385-2741

Attorneys for the Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing were sent via the Court's CM/ECF system on August 9, 2013, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnoces@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

BRADLEY J. STEVENS on behalf of Creditor HUGO PAULSON
bstevens@jsslw.com, dsharp@jsslw.com

1 PHILLIP M. STONE on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
2 phillip@renostonelaw.com

3 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
4 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com
5 U.S. TRUSTEE - LV - 11 USTPRegion17.lv.ecf@usdoj.gov

6 U.S. TRUSTEE - LV - 11, 11 USTPRegion17.lv.ecf@usdoj.gov

7 TODD B TUGGLE on behalf of Creditor HUGO PAULSON
8 ttuggle@jsslaw.com

9 GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A. nvbk@tblaw.com,
10 jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;rggarrett@tblaw.com;pjkutn
11 eski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

12 I HEREBY CERTIFY that true and correct copies of the foregoing were sent via U.S.
13 Regular Postal Mail on August 9, 2013, to the following:

14 BMW Financial Services
15 P.O. Box 3608
16 Dublin, OH 43016

Nevada State Bank – 3060 E. Post Road
c/o Jeffrey R. Sylvester, Esq.
7371 Prairie Falcon Road, Suite 120
Las Vegas, NV 89128

17 Hugo R. Paulson
18 5024 Lafayette Blvd.
19 Phoenix, AZ 85018

BAC Home Loans Servicing, LP
Bankruptcy Department
Mail Stop CA6-919-01-23
400 National Way
Simi Valley, CA 93065

20 Wells Fargo Bank, N.A.
21 Successor to Wachovia Bank
22 Smith, Gambrell & Russell, LLP
23 Attn: John T. Vian, Esq.
24 1230 Peachtree Street, N.E., Ste. 3100
25 Atlanta, GA 30309

Wells Fargo Bank, NA
P.O. Box 14547
Des Moines, IA 50306

26 Chase Home Finance, LLC
27 PP-G7 Bankruptcy Payment Processing
28 3415 Vision Drive
Columbus, OH 43218-2106

The Lionel Foundation
c/o Samuel S. Lionel
300 South Fourth Street, Suite 1700
Las Vegas, NV 89101

29 Zions First National Bank
30 Legal Services, UT ZB11 0877
31 P.O. Box 30709
32 Salt Lake City, UT 84130

Aurora Loan Servicing, LLC
c/o McCarthy & Holthus, LLP
9510 West Sahara Avenue, Suite 110
Las Vegas, NV 89117

Chase Bank USA, N.A.
P.O. Box 15145
Wilmington, DE 19850-5145

c/o DFS Services, LLC
P.O. Box 3025
New Albany, Ohio 43054

Wells Fargo Bank, N.A.
c/o Shawn W. Miller, Esq.
Shea & Carlyon, Ltd.
701 Bridger Avenue, Suite 850
Las Vegas, NV 89101

Citibank South Dakota NA
4740 121st Street
Urbandale, IA 50323

Clark County Treasurer
Reference #: 162-36-712-020
500 S. Grand Central Pkwy
P.O. Box 551220
Las Vegas, NV 89155-1220

Kolesar & Leatham, Chtd.
Attn: Peter D. Navarro, Esq.
3320 W. Sahara Ave., Ste. 380
Las Vegas, NV 89102

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Gordon Silver
Attn: Eric R. Olsen, Esq.
3960 Howard Hughes Pkwy., 9th Floor
Las Vegas, NV 89169

Hugo R. Paulson
c/o Bradley J. Stevens, Esq.
Jennings, Strouss & Salmon, PC
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554

Bank of America
Attn: Bankruptcy SV-314B
P.O. Box 5170
Simi Valley, CA 93062

Nevada State Bank – 3060 E. Post Road
c/o Jeffrey R. Sylvester, Esq.
7371 Prairie Falcon Road, Suite 120
Las Vegas, NV 89128

BMW Financial Services
5550 Britton Pkwy
Hilliard, OH 03026

FIA Card Services aka Bank of America
c/o Beckett and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Acs/nelnet Education
501 Bleecker St
Utica, NY 13501

Bank of America, N.A.
P.O. Box 26012
NC4 105 03 01
Greensboro, NC 27420

American Express
PO Box 0001
Los Angeles, CA 90096-0001

United One Equities, LLC
1101 E. Tropicana Ave., Ste. 2119
Las Vegas, NV 89119
Discover Bank

Arie Fisher
16 Rashi Street
Ra'anana, Israel, 43214

Aurora Loan Services
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

1 Bac Home Loans Servicing
 2 450 American St
 Simi Valley, CA 93065

Foley & Oakes
 850 East Bonneville Avenue
 Las Vegas, NV 89101

3 Bailus Cook & Kelesis
 4 400 S. Fourth Street, Suite 300
 Las Vegas, NV 89101

GAP Credit Card
 P.O. Box 960017
 Orlando, FL 32896

5 Bank Of America
 6 Po Box 26078
 7 Greensboro, NC 27420

Home Depot Credit Services
 PO Box 6925
 The Lakes, NV 88901

8 Bank of America
 9 P.O. Box 37279
 Baltimore, MD 21297

LL Bradford & Co.
 8880 W. Sunset Road, 3rd Floor
 Las Vegas, NV 89148

10 Biltmore Village HOA
 11 c/o Cadicorp Management Group
 12 7700 N. Kendall Drive, PH II
 Miami, FL 33156

Quantum Collections
 3224 Civic Center Dr
 North Las Vegas, NV 89030

13 Chase
 14 Po Box 15298
 15 Wilmington, DE 19850

Randall Daugherty
 10541 Broadhead Court
 Las Vegas, NV 89135

16 Chase Bank USA, N.A.
 17 Po Box 15145
 Wilmington, DE 19850-5145

Sierra Vista Ranchos HOA
 P.O. box 13044
 Las Vegas, NV 89112

18 City of Cedar Park
 19 600 N. Bell Blvd.
 20 Cedar Park, TX 78613

Zions Bank
 Angela Stephenson
 One South Main, Suite 1100
 Salt Lake City, UT 84133-1109

21 Crovetti Bone and Joint Institute of SN
 22 2779 W. Horizon Ridge Pkwy Suite 200
 Henderson, NV 89052-4380

Ray Koroghli
 3055 Via Sarafina Avenue
 Henderson, NV 89052

23 Discover Financial
 24 Attention: Bankruptcy Department
 25 Po Box 3025
 New Albany, OH 43054

Sweetwater Lift Lodge
 1255 Empire Avenue
 Park City, UT 84060

26 Fairway Pines HOA
 27 848 Tanager Street, Ste M
 28 Incline Village, NV 89451

McLeod Business Center
 c/o Alessi & Koenig
 9500 W. Flamingo Road, Ste. 205
 Las Vegas, NV 89147

1 Carlos A. Huerta
 2 3060 E. Post Road., Ste. 110
 3 Las Vegas, NV 89120

Aes/chase Elt Wac Llc
 P.O. Box 2461
 Harrisburg, PA 17101

3 Eric Rietz
 4 249 Albany Way
 5 Henderson, NV 89015

Bank Of America
 4161 Piedmont Pkwy
 Greensboro, NC 27410

6 Go Global, Inc.
 7 3060 E. Post Road., Ste. 110
 8 Las Vegas, NV 89120

American Express
 c/o Becket and Lee LLP
 Po Box 3001
 Malvern, PA 19355

9 Robert & Sheila Chudzinski
 10 c/o HPCH
 11 3060 E. Post Road., Ste. 110
 12 Las Vegas, NV 89120

Bank Of America
 Po Box 15026
 Wilmington, DE 19850

13 United States Trustee
 14 300 Las Vegas Blvd. South #4300
 15 Las Vegas, NV 89101

Bsi Financial Services
 314 S Franklin Street
 Titusville, PA 16354

16 Dept of Employment, Training and Rehab
 17 Employment Security Division
 18 500 East Third Street
 19 Carson City, NV 89713

Cap One Na
 Po Box 85520
 Richmond, VA 23285

20 Nevada Dept of Taxation, BK Section
 21 555 E. Washington Ave. #1300
 22 Las Vegas, NV 89101

Capital One, N.a.
 C/O American Infosource
 Po Box 54529
 Oklahoma City, OK 73154

23 State of Nevada Dept. of Motor Vehicles
 24 Attn: Legal Division
 25 555 Wright Way
 26 Carson City, NV 89711

Chase
 N54 W 13600 Woodale Dr
 Menomonee, WI 53051

27 Clark County Assessor
 28 c/o Bankruptcy Clerk
 500 S Grand Central Pkwy
 Box 551401
 Las Vegas, NV 89155-1401

Chase Bank Usa, Na
 Po Box 9007
 Pleasanton, CA 94566

Chrysler Financial
 11811 N Tatum Blvd Ste 4
 Phoenix, AZ 85028

Clark County Treasurer
 c/o Bankruptcy Clerk
 500 S Grand Central Parkway
 PO Box 551220
 Las Vegas, NV 89155-1220

Citi
 Po Box 6241
 Sioux Falls, SD 57117

1 Citibank Usa
 2 Attn.: Centralized Bankruptcy
 3 Po Box 20363
 4 Kansas City, MO 64195

GEMB / Mervyns
 Attention: Bankruptcy
 Po Box 103104
 Roswell, GA 30076

5 Citifinancial Retail Services
 6 Citifinancial/Attn: Bankruptcy Dept
 7 1111 Northpoint Dr
 8 Coppell, TX 75019

GEMB / Old Navy
 Attention: Bankruptcy
 Po Box 103104
 Roswell, GA 30076

9 Citimortgage Inc
 10 Po Box 9438
 11 Gaithersburg, MD 20898

Gemb/banana Rep
 Attn: Bankruptcy
 Po Box 103104
 Roswell, GA 30076

12 City National Bank
 13 P.O. Box 60938
 14 Los Angeles, CA 90060-0938

Gemb/gap
 Po Box 981400
 El Paso, TX 79998

15 Dsnb Bloom
 16 Bloomingdale's Bankruptcy
 17 Po Box 8053
 18 Mason, OH 45040

Gemb/gapdc
 Po Box 981400
 El Paso, TX 79998

19 Extra Space Storage
 20 3008 E. Sunset Road
 21 Las Vegas, NV 89120

Home Comings Financial
 Attention: Bankruptcy Dept
 1100 Virginia Drive
 Fort Washington, PA 19034

22 First Usa Bk B
 23 1001 Jefferson Plaza
 24 Wilmington, DE 19701

Hsbc/rs
 Pob 15521
 Wilmington, DE 19805

25 G M A C
 26 Po Box 12699
 27 Glendale, AZ 85318

Jjill/cbsd
 Po Box 6497
 Sioux Falls, SD 57117

28 G M A C
 Po Box 130424
 Roseville, MN 55113

Macys/fdsb
 Macy's Bankruptcy
 Po Box 8053
 Mason, OH 45040

GEMB / HH Gregg
 Attention: Bankruptcy
 Po Box 103106
 Roswell, GA 30076

Mohawk/gemb
 Po Box 981439
 El Paso, TX 79998

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Nelnet
Attn: Claims
Po Box 17460
Denver, CO 80217

Pacific Monarch Resort
23091 Mill Creek Dr
Laguna Hills, CA 92653

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Phillip M. Stone
6900 McCarran Blvd., Ste. 2040
Reno, NV 89509

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Silver State Bank
400 N Green Valley Pkwy
Henderson, NV 89074

Suntrust Mortgage/cc 5
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Unvl/citi
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Dept Of Education
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Vegas Valley Collection Services
P.O. Box 98344
Las Vegas, NV 89193-0344

Volvo Finance Na
P.O. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Po Box 31557
Billings, MT 59107

Wells Fargo Home Mortgage
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
1550 Liberty Ridge
Wayne, PA 19087

Wfnnb/ann Taylor
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

1 Wfnnb/j Crew
2 Po Box 182273
3 Columbus, OH 43218

4 World Omni F
5 6150 Omni Park Dr
6 Mobile, AL 36609

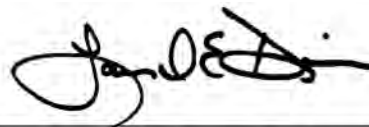
7 Meridian Financial Services
8 P.O. Box 1410
9 Asheville, NC 28802-1410

10 Park City Homeowner's Association
11 P.O. Box 171439
12 Salt Lake City, UT 84117-1439

13 Zunesis, Inc.
14 9000 E. Nichols Avenue, Ste. 150
15 Englewood, CO 80112

16 /s/ Janine Lee
17 Janine Lee
18
19
20
21
22
23
24
25
26
27
28

Exhibit A



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
July 22, 2013

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
Debtor,)	
In re:	)	CASE NO.: 10-14804-BAM
Carlos A. Huerta, and	)	CASE NO.: 10-14456-BAM
Christine H. Huerta,	)	CASE NO.: 11-27226-BAM
Debtors.	)	CASE NO.: 11-28681-BAM
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Confirmation Hearing Date: June 19, 2013
Debtor.	)	Confirmation Hearing Time: 9:00 a.m.
)	

**ORDER CONFIRMING THIRD AMENDED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF GO GLOBAL, INC., CARLOS AND
CHRISTINE HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC**

Go Global, Inc., Carlos A. Huerta, Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC (collectively, the “Debtors”), as debtors and debtors in possession, having proposed and filed

1 their Third Amended Chapter 11 Plan of Reorganization, Docket No. 502 (the “**Plan**”);¹ and the Court
2 having conducted a hearing on June 19, 2013 (the “**Hearing**”) to consider confirmation of the Plan,
3 and the Court having considered (i) the Debtors’ Memorandum of Law in Support of Confirmation of
4 their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Docket No. 498 (the
5 “**Memo**”), (ii) the Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots
6 Accepting and Rejecting the Debtors’ Plan of Reorganization, Docket No. 499, (iii) the Supplemental
7 Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and
8 Rejecting the Debtors’ Plan of Reorganization, Docket No. 504, and (iv) the pleadings filed in support
9 of confirmation, including (a) the Joint Statement of Undisputed Facts in Connection With The Plan of
10 Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta, Charleston Falls, LLC
11 and HPCH, LLC Under Chapter 11 of the Bankruptcy Code, Docket No. 497, (b) the Declaration of
12 the Debtors in Support of Confirmation, Docket No. 503, (c) the Stipulation Regarding Amendments
13 to and Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization Between the Debtors,
14 Hugo R. Paulson and Nevada State Bank, Docket No. 500 (the “**Paulson and NSB Stipulation**”), and
15 (d) the Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel
16 Foundation, Docket No. 501 (the “**Lionel Foundation Stipulation**”); and the Court being familiar
17 with the Plan and other relevant factors affecting this case pending under Chapter 11 of Title 11 of the
18 United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”); and the Court
19 having taken judicial notice of the entire record of the Chapter 11 case, including, without limitation,
20 all pleadings and papers filed by the Debtors in the Chapter 11 case, including the order (the
21 “**Disclosure Statement Order**”) entered by the Court on April 8, 2013 (a) approving the Debtors’
22
23
24
25
26
27
28
29
30
31

32 ¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to
33 such terms in the Plan.
34

1 Disclosure Statement with Respect to the Plan (the “**Disclosure Statement**”), (b) approving the forms
 2 of ballots and solicitation and tabulation procedures, (c) prescribing the form and manner of notice
 3 thereof, (d) fixing the last date for filing objections to the Plan, (e) scheduling the Hearing to consider
 4 confirmation for the Chapter 11 Plan, and (f) appointing The Schwartz Law Firm, Inc. (“**SLF**”) as
 5 solicitation and tabulation agent; and the Court having found that due and proper notice has been given
 6 with respect to the Hearing and the deadlines and procedures for objections to the Plan and the
 7 appearance of all interested parties having been duly noted in the record of the Hearing; and upon the
 8 record of the Hearing, and after due deliberation thereon, and sufficient cause appearing therefore;

9 **IT IS HEREBY FOUND AND CONCLUDED,**² that

10 **JURISDICTION AND VENUE**

11 A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to
 12 28 U.S.C. § 1334.

13 B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this
 14 Court has jurisdiction to enter a final order with respect thereto.

15 C. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper
 16 proponents of the Plan under section 1121(a) of the Bankruptcy Code.

17 D. Each of the conditions precedent to the entry of this Order has been satisfied.

18 **JUDICIAL NOTICE**

19 E. This Court takes judicial notice of the docket of the Debtors’ Chapter 11 case
 20 maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other

21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34

² The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”). To the extent any finding of fact constitutes a conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of fact, it is adopted as such.

documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 case.

**STANDARDS FOR CONFIRMATION UNDER
SECTION 1129 OF THE BANKRUPTCY CODE**

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126 of the Bankruptcy code.

G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11 case or the Plan has been made by the Debtors other than payments that have been authorized by order of the Court.

H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

I. Section 1129(a)(8). The Plan has been accepted by eight (8) impaired classes of Claims.

J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that voted on the Plan, including classes 2(a), 2(b), 2(c), 2(d), 2(g), 4, 5 and 6, determined without including any acceptance of the Plan by any insider.

L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors.

1 M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under
2 section 1930, title 28, United States Code by the Debtors on the Effective Date (or as soon as
3 practicable thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or
4 dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become
5 due and payable.
6

7
8 N. Section 1129(a)(15). There were no objections to the Plan from creditors holding
9 allowed unsecured claims. In accordance with section 1129(a)(15), unless the Decision and Judgment
10 are overturned on appeal such that the individual Debtors cannot pay their claims in full as set forth in
11 the Plan, the Debtors will not make any Plan payments to their general unsecured creditors.
12

13
14 O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that
15 has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a)
16 and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of
17 the Bankruptcy Code have been satisfied.
18

19
20 P. Section 1129(d). No party in interest, including but not limited to any governmental
21 unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose
22 of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities
23 Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan
24 satisfies the requirements of section 1129(d) of the Bankruptcy Code.
25
26

27 **EXECUTORY CONTRACTS**

28 Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence
29 of the Effective Date, the Plan provides for the rejection of each and every executory contract and
30 unexpired lease that is listed in the Plan Schedules as being rejected. The Debtors' decision regarding
31 the assumption and rejection of executory contracts and unexpired leases are based on and are within
32
33
34

1 the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are
2 in the best interests of the Debtors, their estate, holders of Claims, and other parties in interest in this
3 Chapter 11 case.
4

5 **SETTLEMENTS**

6 R. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a),
7 and in consideration of the classification, distributions, and other benefits provided under the Plan, the
8 provisions of the Plan constitute a good faith compromise and settlement of all the Claims and
9 controversies resolved pursuant to the Plan.
10
11

12 ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

13 **A. General**

14 1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the
15 Hearing is hereby closed.
16
17

18 2. The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation
19 Stipulation (Docket No. 501) are each approved.
20

21 3. The Effective Date of the Plan shall occur as set forth in the Plan.

22 4. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of
23 the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtors and their
24 respective successors and assigns, (ii) the holders of Claims and their respective successors and
25 assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan,
26 and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any
27 other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory
28 contract or unexpired lease of the Debtors, and (v) each of the foregoing's respective heirs, successors,
29
30
31
32
33
34

1 assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives,
2 attorneys, beneficiaries, or guardians, if any.

3
4 **B. Treatment of Secured Claims**

5 5. Except as expressly set forth herein, the secured portions of the Lenders' claims are
6 reduced to the appraised value of the Properties, pursuant to 11 U.S.C. § 506(a).

7
8 6. The unsecured portions of the Lenders' claims are reduced and shall be treated as
9 "general unsecured claims" - pursuant to 11 U.S.C. § 506(a).

10
11 7. The secured claim of BMW Financial Services, LLC in Class 1(a) is paid in full in the
12 amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal
13 balance, and in accordance with the terms of its related loan terms.

14
15 8. The secured claim of Wells Fargo Bank, N.A. is Class 1(b) against the Debtors property
16 located at 8767 N. US Highway 301, Wildwood, Florida is paid in full in the amount of \$619,969.10,
17 less any payments received after the Petition Date and applied to the principal balance, and in
18 accordance with the terms of its related note and mortgage. Such payments will be made by The
19 Villages, LLC, and the total amounts of the claim against 8767 N. US Highway 301, Wildwood,
20 Florida are:

21
22
23 a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

24
25 i. Secured Claim - \$619,969.10 (less any payments received after the
26 Petition Date and applied to the principal balance)

27
28 ii. Unsecured Claim - \$0.00

29 9. The secured claim of Chase Home Finance, LLC in Class 1(c) against the Debtors'
30 property located at 809 Lone Star Drive, Cedar Park, Texas shall be paid the indubitable equivalent of
31 its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code by the Debtors'
32 surrendering of the property to Chase Home Finance, LLC.
33
34

10. The secured claim of Zions Bank in Class 1(d) against the Debtors' property located at 1370 Highway #20, Ashton, Idaho shall be paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related note and mortgage. The total amounts of the claim against 1370 Highway #20, Ashton, Idaho are:

a. First Lien – Zions Bank - Loan Number – ****9001

i. Secured Claim - \$617,763.00 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - \$0.00

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by the parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between the parties (Docket No. 500), with a principal amount of \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note. The total amounts of the claim against 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

a. First Lien – Nevada State Bank - Loan Number – ****5001

i. Secured Claim - \$175,000.00

ii. Unsecured Claim - \$0.00

12. The secured claim of Nationstar Mortgage, LLC in Class 2(b) against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada shall be paid as set forth in that certain stipulation between the parties (Docket No. 423), with a principal amount of \$350,671.80, less any payments received after the Petition date and applied to the principal balance) amortized at 5.0%

1 interest over 30 years, for a total monthly principal and interest payment of \$1,882.48. The total
 2 amounts of the claim against 908 Harold Dr., Unit 22, Incline Village, Nevada are:

3
 4 a. First Lien – Nationstar Mortgage, LLC - Loan Number – ****3713

5 i. Secured Claim - \$350,671.80 (less any payments received after the
 6 Petition Date and applied to the principal balance)

7 ii. Unsecured Claim - \$0.00
 8

9 13. The secured claim of Wells Fargo Bank, N.A. in Class 2(c) against the Debtors'
 10 property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134 shall be paid the
 11 indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code
 12 and pursuant to the certain stipulation between the parties (Docket No. 329) by the Debtors'
 13 surrendering of the property to Wells Fargo Bank, N.A.
 14

15
 16 14. The secured claim of The Lionel Foundation in Class 2(d) against the Debtors' property
 17 located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 shall be paid as set forth in that
 18 certain stipulation between the parties (Docket No. 501), with a principal amount of \$137,194.97,
 19 amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years
 20 from the Effective Date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson
 21 Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest
 22 payments at 5.0% per annum. The total amounts of the claim against Cabin 11 at Mt. Charleston
 23 Cabins, APN 129-36-101-009 are:
 24
 25

26
 27 a. First Lien – The Lionel Foundation - Loan Number – ****1127

28 i. Secured Claim - \$137,194.97

29 ii. Unsecured Claim - \$0.00
 30
 31

32 15. The secured claims of Aurora Loan Servicing, LLC in Class 2(e) and Wells Fargo Bank
 33 in Class 2(f) against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada
 34

89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with a principal balance of \$673,000.00, less any payments made after the Petition Date and applied to the principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo Bank shall be paid an amount equal to \$15,000.00, amortized at 3.0% over 20 years, with a 1-year maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas, Nevada 89120 are:

a. First Lien – Aurora Loan Servicing, LLC - Loan Number – *****6255

- i. Secured Claim - \$673,000.00 (less any post-petition payments made and applied to the principal balance)
- ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo Bank, N.A. – Loan Number - *****1998

- i. Secured Claim - \$15,000.00
- ii. Unsecured Claim - \$0.00

16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("PSP"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation between the parties (Docket No. 500).

17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified as set forth above, however, all remaining terms of the mortgage and note, except as expressly modified herein, shall remain the same.

C. Treatment of Unsecured Claims

18. The allowed unsecured claims of Hugo R. Paulson and the Paulson Entities in Class 4 shall be subject to any right of setoff and/or recoupment that the Debtors may have against Paulson or the Paulson Entities obtained via the Decision and Judgment entered on November 2, 2012. The first proceeds which flow from the Decision and Judgment, however, will be used to offset and satisfy the allowed unsecured claims of Paulson and the Paulson Entities in Class 4, as set forth in that certain stipulation between the parties (Docket No. 500).

19. The allowed unsecured claim of Nevada State Bank in Class 5 against the Debtors shall be paid from the recoveries obtained by the Debtors from the Decision and Judgment against Paulson and the Paulson Entities, payable over 60 months in equal quarterly installments. Until the Debtors recover funds from Paulson and the Paulson Entities, the Debtors will pay Nevada State Bank's allowed unsecured claim after the Effective Date of the Plan, in accordance with that certain stipulation between the parties (Docket No. 500), as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

D. Plan Implementation.

20. The Debtors are authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,

1 filing or recording any agreements, instruments, or documents necessary to implement the Plan. All
2 such actions shall be deemed to have occurred and shall be in effect without any requirement or further
3 action by the Debtors.
4

5 21. To the extent Section 1129(a)(16) of the Bankruptcy Code may apply, the ultimate
6 ownership of the cabins, which (a) were a subject of the Decision and Judgment pursuant to Paulson's
7 claims to quiet title, and (b) are claimed as assets in the Paulson bankruptcy cases, will be resolved in
8 any court of competent jurisdiction, subject to the preclusive effect of the Decision and Judgment, if
9 any.
10
11

12 22. Each federal, state, commonwealth, local, foreign or other governmental agency is
13 hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary
14 or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and
15 this Order.
16
17

18 **E. Plan Distributions.**

19 23. There were no objections to the Plan from creditors holding allowed unsecured claims.
20 In accordance with section 1129(a)(15), the Debtors will not make any Plan payments to their general
21 unsecured creditors.
22
23

24 24. In accordance with the Plan, all applications for payment of fees and reimbursement of
25 expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation
26 pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no later
27 than forty-five (45) days after the Effective Date of the Plan (or, if such date is not a Business Day, by
28 the next Business Day thereafter). Any person or entity that fails to file such an application or request
29 on or before such date shall be forever barred from asserting such Administrative Claim against the
30 Debtors or their property, and the holder thereof shall be enjoined from commencing or continuing any
31
32
33
34

1 action, employment of process or act to collect, offset or recover such Administrative Claim.
2 Applications for approval of professionals' fees not previously awarded during the pendency of the
3 Chapter 11 case may be included in such professional's final applications as set forth herein and in the
4 Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen (14) business
5 days prior to the date set by the Court for the hearing to consider such requests.
6

7
8 **F. Executory Contracts and Leases.**

9 25. As of the Effective Date, except as otherwise set forth herein or in the Plan, all
10 executory contracts and unexpired leases of the Debtors shall be assumed, pursuant to sections 365
11 and 1123 of the Bankruptcy Code.
12

13 26. Upon the Effective Date of the Plan, the Debtors shall provide notice of the rejection
14 pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event
15 the Plan otherwise is not consummated, the Debtors may modify or amend (including, without
16 limitation, making additions and/or deletions) all rights of the Debtors to assume or reject their
17 unexpired leases and executory contracts shall be reinstated to the date immediately prior to the date of
18 this Order.
19
20
21

22 **G. Taxes and Transfers.**

23 27. The transfer of any asset under the Plan or this Order has been duly authorized, and
24 when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.
25
26

27 28. Creditors seeking to protect the validity, enforceability, perfection and priority of the
28 liens and security interests granted and/or continued under the Plan may file financing statements,
29 deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate, in
30 their respective discretion, to confirm the perfection of such security interests and liens.
31
32
33
34

29. All filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt proceedings or otherwise.

H. Miscellaneous.

30. From and after the Effective Date, this Court shall retain and have exclusive jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in extenso*.

31. Except as otherwise provided in the Plan and this Order, notice of all subsequent pleadings in this Chapter 11 case shall be limited to counsel for the Debtors, the United States Trustee, and any party known to be directly affected by the relief sought.

32. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any Priority Tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such Claim, if any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan and be determined in the manner and by the administrative or judicial tribunal in which the amount of such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered the legal, equitable and contractual rights of a holder of such Claim.

33. Failure specifically to include or reference particular sections or provisions of the Plan or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or

1 provisions, it being the intent of the Court that the Plan be confirmed and such related agreements be
2 approved in their entirety.

3
4 34. All entities holding Claims against the Debtors that are treated under the Plan are
5 hereby directed to execute, deliver, file, or record any document, and to take any action necessary to
6 implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such
7 entities shall be bound by the terms and provisions of all documents executed and delivered by them in
8 connection with the Plan.
9

10
11 35. In accordance with section 1142 of the Bankruptcy Code, the Debtors, and any other
12 entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue,
13 execute, deliver, file and record any document, and to take any action necessary or appropriate to
14 implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such
15 entities shall be bound by the terms and provisions of all documents issued, executed and delivered by
16 them as necessary or appropriate to implement or effectuate the transactions contemplated by the Plan
17 and as set forth in the Plan.
18
19
20

21 36. Any document related to the Plan that refers to a plan of reorganization of the Debtors
22 other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that
23 the reference to a plan of reorganization of the Debtors in such document shall mean the Plan
24 confirmed by this Order, as appropriate.
25
26

27 37. In the event of an inconsistency between the Plan, on the one hand, and any other
28 agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the
29 provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,
30 instrument, or document). In the event of any inconsistency between the Plan or any agreement,
31 instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,
32
33
34

1 the provisions of the Plan shall govern. Notwithstanding the foregoing, the Paulson and NSB
2 Stipulation (Docket No. 500) expressly governs the treatment of Class 2(g) and Class 4.

3
4 38. The provisions of this Order are integrated with each other and are non-severable and
5 mutually dependent.

6
7 39. This Order is a final order and the period in which an appeal must be filed shall
8 commence immediately upon the entry hereof.

9
10 40. If any or all of the provisions of this Order are hereafter reversed, modified or vacated
11 by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not
12 affect the validity of the acts or obligations incurred or undertaken under or in connection with the
13 Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal,
14 modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to,
15 and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall
16 be governed in all respects by the provisions of this Order and the Plan and all related documents or
17
18 any amendments or modifications thereto.
19
20

21 41. The Plan shall be substantially consummated on the Effective Date because the
22 transactions described in the Plan shall have occurred or shall have been provided for.
23
24

25 Submitted by:

26 THE SCHWARTZ LAW FIRM, INC.
27

28 By: /s/ Samuel A. Schwartz
29 Samuel A. Schwartz, Esq., NBN 10985
30 6623 Las Vegas Blvd. South, Suite 300
31 Las Vegas, NV 89119
32 Attorneys for Debtors
33
34

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

 X I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED: Bradley Stevens, Esq.; Jeff Sylvester, Esq.; Ryan Andersen, Esq.

DISAPPROVED:

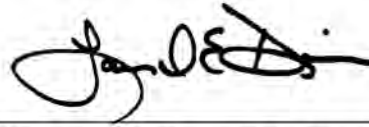
FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Attorneys for Debtors

#



Honorable Laurel E. Davis
United States Bankruptcy Judge



Entered on Docket
July 22, 2013

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
Debtor,)	
In re:	)	CASE NO.: 10-14804-BAM
Carlos A. Huerta, and	)	CASE NO.: 10-14456-BAM
Christine H. Huerta,	)	CASE NO.: 11-27226-BAM
Debtors.	)	CASE NO.: 11-28681-BAM
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Confirmation Hearing Date: June 19, 2013
Debtor.	)	Confirmation Hearing Time: 9:00 a.m.
)	

**ORDER CONFIRMING THIRD AMENDED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF GO GLOBAL, INC., CARLOS AND
CHRISTINE HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC**

Go Global, Inc., Carlos A. Huerta, Christine H. Huerta, Charleston Falls, LLC and HPCH, LLC (collectively, the “Debtors”), as debtors and debtors in possession, having proposed and filed

1 their Third Amended Chapter 11 Plan of Reorganization, Docket No. 502 (the “**Plan**”);¹ and the Court
2 having conducted a hearing on June 19, 2013 (the “**Hearing**”) to consider confirmation of the Plan,
3 and the Court having considered (i) the Debtors’ Memorandum of Law in Support of Confirmation of
4 their Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, Docket No. 498 (the
5 “**Memo**”), (ii) the Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots
6 Accepting and Rejecting the Debtors’ Plan of Reorganization, Docket No. 499, (iii) the Supplemental
7 Declaration of Samuel A. Schwartz Certifying Voting On and Tabulation of Ballots Accepting and
8 Rejecting the Debtors’ Plan of Reorganization, Docket No. 504, and (iv) the pleadings filed in support
9 of confirmation, including (a) the Joint Statement of Undisputed Facts in Connection With The Plan of
10 Reorganization of Go Global, Inc., Carlos A. Huerta and Christine H. Huerta, Charleston Falls, LLC
11 and HPCH, LLC Under Chapter 11 of the Bankruptcy Code, Docket No. 497, (b) the Declaration of
12 the Debtors in Support of Confirmation, Docket No. 503, (c) the Stipulation Regarding Amendments
13 to and Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization Between the Debtors,
14 Hugo R. Paulson and Nevada State Bank, Docket No. 500 (the “**Paulson and NSB Stipulation**”), and
15 (d) the Stipulation Resolving the Claim of The Lionel Foundation between the Debtors and The Lionel
16 Foundation, Docket No. 501 (the “**Lionel Foundation Stipulation**”); and the Court being familiar
17 with the Plan and other relevant factors affecting this case pending under Chapter 11 of Title 11 of the
18 United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”); and the Court
19 having taken judicial notice of the entire record of the Chapter 11 case, including, without limitation,
20 all pleadings and papers filed by the Debtors in the Chapter 11 case, including the order (the
21 “**Disclosure Statement Order**”) entered by the Court on April 8, 2013 (a) approving the Debtors’
22
23
24
25
26
27
28
29
30
31

32 ¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to
33 such terms in the Plan.
34

1 Disclosure Statement with Respect to the Plan (the “**Disclosure Statement**”), (b) approving the forms
 2 of ballots and solicitation and tabulation procedures, (c) prescribing the form and manner of notice
 3 thereof, (d) fixing the last date for filing objections to the Plan, (e) scheduling the Hearing to consider
 4 confirmation for the Chapter 11 Plan, and (f) appointing The Schwartz Law Firm, Inc. (“**SLF**”) as
 5 solicitation and tabulation agent; and the Court having found that due and proper notice has been given
 6 with respect to the Hearing and the deadlines and procedures for objections to the Plan and the
 7 appearance of all interested parties having been duly noted in the record of the Hearing; and upon the
 8 record of the Hearing, and after due deliberation thereon, and sufficient cause appearing therefore;
 9
 10

11 **IT IS HEREBY FOUND AND CONCLUDED,**² that

12
 13 **JURISDICTION AND VENUE**

14
 15 A. The Court has jurisdiction to conduct the Hearing and to confirm the Plan pursuant to
 16 28 U.S.C. § 1334.
 17

18 B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b), and this
 19 Court has jurisdiction to enter a final order with respect thereto.
 20

21 C. The Debtors are proper debtors under section 109 of the Bankruptcy Code and proper
 22 proponents of the Plan under section 1121(a) of the Bankruptcy Code.
 23

24 D. Each of the conditions precedent to the entry of this Order has been satisfied.

25 **JUDICIAL NOTICE**

26
 27 E. This Court takes judicial notice of the docket of the Debtors’ Chapter 11 case
 28 maintained by the Clerk of the Court and/or its duly-appointed agent, and all pleadings and other
 29

30 ² The Findings of Fact and Conclusions of Law contained herein constitute the findings of fact and
 31 conclusions of law required to be entered by this Court pursuant to Rule 52 of the Federal Rules of
 32 Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Federal Rules of
 33 Bankruptcy Procedure (the “**Bankruptcy Rules**”). To the extent any finding of fact constitutes a
 34 conclusion of law, it is adopted as such. To the extent any conclusion of law constitutes a finding of
 fact, it is adopted as such.

documents filed, all orders entered, and evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Chapter 11 case.

**STANDARDS FOR CONFIRMATION UNDER
SECTION 1129 OF THE BANKRUPTCY CODE**

F. Section 1129(a)(1). The Plan complies with each applicable provision of the Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123, 1125, and 1126 of the Bankruptcy code.

G. Section 1129(a)(4). No payment for services or costs in connection with the Chapter 11 case or the Plan has been made by the Debtors other than payments that have been authorized by order of the Court.

H. Section 1129(a)(7). Each holder of an impaired Claim that has not accepted the Plan will, on account of such Claim, receive or retain property under the Plan having a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

I. Section 1129(a)(8). The Plan has been accepted by eight (8) impaired classes of Claims.

J. Section 1129(a)(9). The Plan provides treatment for Administrative and Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

K. Section 1129(a)(10). The Plan has been accepted by a class of impaired Claims that voted on the Plan, including classes 2(a), 2(b), 2(c), 2(d), 2(g), 4, 5 and 6, determined without including any acceptance of the Plan by any insider.

L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors.

1 M. Section 1129(a)(12). The Plan provides for the payment of all fees payable under
2 section 1930, title 28, United States Code by the Debtors on the Effective Date (or as soon as
3 practicable thereafter). After the Effective Date and until this Chapter 11 case is closed, converted, or
4 dismissed, the Plan provides for the payment by the Disbursing Agent of all such fees as they become
5 due and payable.
6

7
8 N. Section 1129(a)(15). There were no objections to the Plan from creditors holding
9 allowed unsecured claims. In accordance with section 1129(a)(15), unless the Decision and Judgment
10 are overturned on appeal such that the individual Debtors cannot pay their claims in full as set forth in
11 the Plan, the Debtors will not make any Plan payments to their general unsecured creditors.
12

13
14 O. Section 1129(c). The Plan (including previous versions thereof) is the only plan that
15 has been filed in the Chapter 11 case that has been found to satisfy the requirements of subsections (a)
16 and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of
17 the Bankruptcy Code have been satisfied.
18

19
20 P. Section 1129(d). No party in interest, including but not limited to any governmental
21 unit, has requested that the Court deny confirmation of the Plan on grounds that the principal purpose
22 of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities
23 Act of 1933, and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan
24 satisfies the requirements of section 1129(d) of the Bankruptcy Code.
25
26

27 **EXECUTORY CONTRACTS**

28 Q. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence
29 of the Effective Date, the Plan provides for the rejection of each and every executory contract and
30 unexpired lease that is listed in the Plan Schedules as being rejected. The Debtors' decision regarding
31 the assumption and rejection of executory contracts and unexpired leases are based on and are within
32
33
34

1 the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are
2 in the best interests of the Debtors, their estate, holders of Claims, and other parties in interest in this
3 Chapter 11 case.
4

5 **SETTLEMENTS**

6 R. Pursuant to sections 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a),
7 and in consideration of the classification, distributions, and other benefits provided under the Plan, the
8 provisions of the Plan constitute a good faith compromise and settlement of all the Claims and
9 controversies resolved pursuant to the Plan.
10
11

12 ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

13 **A. General**

14 1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the
15 Hearing is hereby closed.
16

17 2. The Paulson and NSB Stipulation (Docket No. 500) and the Lionel Foundation
18 Stipulation (Docket No. 501) are each approved.
19
20

21 3. The Effective Date of the Plan shall occur as set forth in the Plan.

22 4. In accordance with section 1141(a) of the Bankruptcy Code and upon the occurrence of
23 the Effective Date, the Plan shall be binding upon and inure to the benefit of (i) the Debtors and their
24 respective successors and assigns, (ii) the holders of Claims and their respective successors and
25 assigns (whether or not they voted to accept the Plan, whether or not they are impaired under the Plan,
26 and whether or not any such holder has filed, or is deemed to have filed a proof of Claim), (iii) any
27 other Person giving, acquiring, or receiving property under the Plan, (iv) any party to an executory
28 contract or unexpired lease of the Debtors, and (v) each of the foregoing's respective heirs, successors,
29
30
31
32
33
34

1 assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives,
2 attorneys, beneficiaries, or guardians, if any.

3
4 **B. Treatment of Secured Claims**

5 5. Except as expressly set forth herein, the secured portions of the Lenders' claims are
6 reduced to the appraised value of the Properties, pursuant to 11 U.S.C. § 506(a).
7

8 6. The unsecured portions of the Lenders' claims are reduced and shall be treated as
9 "general unsecured claims" - pursuant to 11 U.S.C. § 506(a).
10

11 7. The secured claim of BMW Financial Services, LLC in Class 1(a) is paid in full in the
12 amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal
13 balance, and in accordance with the terms of its related loan terms.
14

15 8. The secured claim of Wells Fargo Bank, N.A. is Class 1(b) against the Debtors property
16 located at 8767 N. US Highway 301, Wildwood, Florida is paid in full in the amount of \$619,969.10,
17 less any payments received after the Petition Date and applied to the principal balance, and in
18 accordance with the terms of its related note and mortgage. Such payments will be made by The
19 Villages, LLC, and the total amounts of the claim against 8767 N. US Highway 301, Wildwood,
20 Florida are:
21
22

23 a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

24 i. Secured Claim - \$619,969.10 (less any payments received after the
25 Petition Date and applied to the principal balance)
26

27 ii. Unsecured Claim - \$0.00
28

29 9. The secured claim of Chase Home Finance, LLC in Class 1(c) against the Debtors'
30 property located at 809 Lone Star Drive, Cedar Park, Texas shall be paid the indubitable equivalent of
31 its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code by the Debtors'
32 surrendering of the property to Chase Home Finance, LLC.
33
34

10. The secured claim of Zions Bank in Class 1(d) against the Debtors' property located at 1370 Highway #20, Ashton, Idaho shall be paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related note and mortgage. The total amounts of the claim against 1370 Highway #20, Ashton, Idaho are:

a. First Lien – Zions Bank - Loan Number – *****9001

i. Secured Claim - \$617,763.00 (less any payments received after the Petition Date and applied to the principal balance)

ii. Unsecured Claim - \$0.00

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by the parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between the parties (Docket No. 500), with a principal amount of \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note. The total amounts of the claim against 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

a. First Lien – Nevada State Bank - Loan Number – *****5001

i. Secured Claim - \$175,000.00

ii. Unsecured Claim - \$0.00

12. The secured claim of Nationstar Mortgage, LLC in Class 2(b) against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada shall be paid as set forth in that certain stipulation between the parties (Docket No. 423), with a principal amount of \$350,671.80, less any payments received after the Petition date and applied to the principal balance) amortized at 5.0%

1 interest over 30 years, for a total monthly principal and interest payment of \$1,882.48. The total
2 amounts of the claim against 908 Harold Dr., Unit 22, Incline Village, Nevada are:

3
4 a. First Lien – Nationstar Mortgage, LLC - Loan Number – ****3713

5 i. Secured Claim - \$350,671.80 (less any payments received after the
6 Petition Date and applied to the principal balance)

7 ii. Unsecured Claim - \$0.00
8

9 13. The secured claim of Wells Fargo Bank, N.A. in Class 2(c) against the Debtors'
10 property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134 shall be paid the
11 indubitable equivalent of its claim in accordance with section 1129(2)(A)(iii) of the Bankruptcy Code
12 and pursuant to the certain stipulation between the parties (Docket No. 329) by the Debtors'
13 surrendering of the property to Wells Fargo Bank, N.A.
14

15
16 14. The secured claim of The Lionel Foundation in Class 2(d) against the Debtors' property
17 located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009 shall be paid as set forth in that
18 certain stipulation between the parties (Docket No. 501), with a principal amount of \$137,194.97,
19 amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years
20 from the Effective Date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson
21 Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest
22 payments at 5.0% per annum. The total amounts of the claim against Cabin 11 at Mt. Charleston
23 Cabins, APN 129-36-101-009 are:
24
25

26
27 a. First Lien – The Lionel Foundation - Loan Number – ****1127

28 i. Secured Claim - \$137,194.97

29 ii. Unsecured Claim - \$0.00
30
31

32 15. The secured claims of Aurora Loan Servicing, LLC in Class 2(e) and Wells Fargo Bank
33 in Class 2(f) against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada
34

89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with a principal balance of \$673,000.00, less any payments made after the Petition Date and applied to the principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo Bank shall be paid an amount equal to \$15,000.00, amortized at 3.0% over 20 years, with a 1-year maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas, Nevada 89120 are:

a. First Lien – Aurora Loan Servicing, LLC - Loan Number – *****6255

i. Secured Claim - \$673,000.00 (less any post-petition payments made and applied to the principal balance)

ii. Unsecured Claim - \$0.00

b. Second Lien – Wells Fargo Bank, N.A. – Loan Number - *****1998

i. Secured Claim - \$15,000.00

ii. Unsecured Claim - \$0.00

16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC ("PSP"), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation between the parties (Docket No. 500).

17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby modified as set forth above, however, all remaining terms of the mortgage and note, except as expressly modified herein, shall remain the same.

C. Treatment of Unsecured Claims

18. The allowed unsecured claims of Hugo R. Paulson and the Paulson Entities in Class 4 shall be subject to any right of setoff and/or recoupment that the Debtors may have against Paulson or the Paulson Entities obtained via the Decision and Judgment entered on November 2, 2012. The first proceeds which flow from the Decision and Judgment, however, will be used to offset and satisfy the allowed unsecured claims of Paulson and the Paulson Entities in Class 4, as set forth in that certain stipulation between the parties (Docket No. 500).

19. The allowed unsecured claim of Nevada State Bank in Class 5 against the Debtors shall be paid from the recoveries obtained by the Debtors from the Decision and Judgment against Paulson and the Paulson Entities, payable over 60 months in equal quarterly installments. Until the Debtors recover funds from Paulson and the Paulson Entities, the Debtors will pay Nevada State Bank's allowed unsecured claim after the Effective Date of the Plan, in accordance with that certain stipulation between the parties (Docket No. 500), as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

D. Plan Implementation.

20. The Debtors are authorized to undertake or cause to be undertaken any and all acts and actions contemplated by the Plan or required to consummate and implement the provisions of the Plan, prior to, on, and after the Effective Date, including without limitation, entering, executing, delivering,

1 filing or recording any agreements, instruments, or documents necessary to implement the Plan. All
2 such actions shall be deemed to have occurred and shall be in effect without any requirement or further
3 action by the Debtors.
4

5 21. To the extent Section 1129(a)(16) of the Bankruptcy Code may apply, the ultimate
6 ownership of the cabins, which (a) were a subject of the Decision and Judgment pursuant to Paulson's
7 claims to quiet title, and (b) are claimed as assets in the Paulson bankruptcy cases, will be resolved in
8 any court of competent jurisdiction, subject to the preclusive effect of the Decision and Judgment, if
9 any.
10
11

12 22. Each federal, state, commonwealth, local, foreign or other governmental agency is
13 hereby directed and authorized to accept any and all documents, mortgages, and instruments necessary
14 or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and
15 this Order.
16
17

18 **E. Plan Distributions.**

19 23. There were no objections to the Plan from creditors holding allowed unsecured claims.
20 In accordance with section 1129(a)(15), the Debtors will not make any Plan payments to their general
21 unsecured creditors.
22
23

24 24. In accordance with the Plan, all applications for payment of fees and reimbursement of
25 expenses by professionals retained in these Chapter 11 Cases as well as parties seeking compensation
26 pursuant to section 503 of the Bankruptcy Code must be filed with the Court by the date that is no later
27 than forty-five (45) days after the Effective Date of the Plan (or, if such date is not a Business Day, by
28 the next Business Day thereafter). Any person or entity that fails to file such an application or request
29 on or before such date shall be forever barred from asserting such Administrative Claim against the
30 Debtors or their property, and the holder thereof shall be enjoined from commencing or continuing any
31
32
33
34

1 action, employment of process or act to collect, offset or recover such Administrative Claim.
2 Applications for approval of professionals' fees not previously awarded during the pendency of the
3 Chapter 11 case may be included in such professional's final applications as set forth herein and in the
4 Plan. Objections, if any, to Fee Claims shall be filed and served not later than fourteen (14) business
5 days prior to the date set by the Court for the hearing to consider such requests.
6

7
8 **F. Executory Contracts and Leases.**

9 25. As of the Effective Date, except as otherwise set forth herein or in the Plan, all
10 executory contracts and unexpired leases of the Debtors shall be assumed, pursuant to sections 365
11 and 1123 of the Bankruptcy Code.
12

13 26. Upon the Effective Date of the Plan, the Debtors shall provide notice of the rejection
14 pursuant to the Plan of an executory contract or unexpired lease to any non-debtor parties. In the event
15 the Plan otherwise is not consummated, the Debtors may modify or amend (including, without
16 limitation, making additions and/or deletions) all rights of the Debtors to assume or reject their
17 unexpired leases and executory contracts shall be reinstated to the date immediately prior to the date of
18 this Order.
19
20
21

22 **G. Taxes and Transfers.**

23 27. The transfer of any asset under the Plan or this Order has been duly authorized, and
24 when issued as provided in the Plan, will be validly issued, fully paid, and non-assessable.
25
26

27 28. Creditors seeking to protect the validity, enforceability, perfection and priority of the
28 liens and security interests granted and/or continued under the Plan may file financing statements,
29 deeds of trust, mortgages or other documents and take any and all actions as they deem appropriate, in
30 their respective discretion, to confirm the perfection of such security interests and liens.
31
32
33
34

1 29. All filing and recording officers are hereby directed to accept for filing or recording all
2 instruments of transfer to be filed and recorded notwithstanding any contrary provision of applicable
3 non-bankruptcy law. This Court retains jurisdiction to enforce the foregoing direction, by contempt
4 proceedings or otherwise.
5

6 **H. Miscellaneous.**
7

8 30. From and after the Effective Date, this Court shall retain and have exclusive
9 jurisdiction of all matters arising out of this Chapter 11 case pursuant to, and for purposes of,
10 subsection 105(a) and section 1142 of the Bankruptcy Code, including without limitation, jurisdiction
11 over the matters set forth in the Plan, which is incorporated herein by reference, as if set forth *in*
12 *extenso*.
13
14

15 31. Except as otherwise provided in the Plan and this Order, notice of all subsequent
16 pleadings in this Chapter 11 case shall be limited to counsel for the Debtors, the United States Trustee,
17 and any party known to be directly affected by the relief sought.
18

19 32. Notwithstanding anything in the Plan or this Order to the contrary, the amount of any
20 Priority Tax Claim for U.S. federal income taxes, if any, and the rights of the holder of such Claim, if
21 any, to payment in respect thereof shall: (a) survive the Effective Date and consummation of the Plan
22 and be determined in the manner and by the administrative or judicial tribunal in which the amount of
23 such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the
24 Chapter 11 case had not been commenced; and (b) not be discharged, impaired or adversely affected
25 by the Plan. In accordance with section 1124 of the Bankruptcy Code, the Plan shall leave unaltered
26 the legal, equitable and contractual rights of a holder of such Claim.
27
28
29
30

31 33. Failure specifically to include or reference particular sections or provisions of the Plan
32 or any related agreement in this Order shall not diminish or impair the effectiveness of such sections or
33
34

1 provisions, it being the intent of the Court that the Plan be confirmed and such related agreements be
2 approved in their entirety.

3
4 34. All entities holding Claims against the Debtors that are treated under the Plan are
5 hereby directed to execute, deliver, file, or record any document, and to take any action necessary to
6 implement, consummate, and otherwise effect the Plan in accordance with its terms, and all such
7 entities shall be bound by the terms and provisions of all documents executed and delivered by them in
8 connection with the Plan.
9

10
11 35. In accordance with section 1142 of the Bankruptcy Code, the Debtors, and any other
12 entity designated pursuant to the Plan are hereby authorized, empowered and directed to issue,
13 execute, deliver, file and record any document, and to take any action necessary or appropriate to
14 implement, consummate and otherwise effectuate the Plan in accordance with its terms, and all such
15 entities shall be bound by the terms and provisions of all documents issued, executed and delivered by
16 them as necessary or appropriate to implement or effectuate the transactions contemplated by the Plan
17 and as set forth in the Plan.
18
19
20

21 36. Any document related to the Plan that refers to a plan of reorganization of the Debtors
22 other than the Plan confirmed by this Order shall be, and it hereby is, deemed to be modified such that
23 the reference to a plan of reorganization of the Debtors in such document shall mean the Plan
24 confirmed by this Order, as appropriate.
25
26

27 37. In the event of an inconsistency between the Plan, on the one hand, and any other
28 agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the
29 provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement,
30 instrument, or document). In the event of any inconsistency between the Plan or any agreement,
31 instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other,
32
33
34

1 the provisions of the Plan shall govern. Notwithstanding the foregoing, the Paulson and NSB
2 Stipulation (Docket No. 500) expressly governs the treatment of Class 2(g) and Class 4.

3
4 38. The provisions of this Order are integrated with each other and are non-severable and
5 mutually dependent.

6
7 39. This Order is a final order and the period in which an appeal must be filed shall
8 commence immediately upon the entry hereof.

9
10 40. If any or all of the provisions of this Order are hereafter reversed, modified or vacated
11 by subsequent order of this Court, or any other Court, such reversal, modification or vacatur shall not
12 affect the validity of the acts or obligations incurred or undertaken under or in connection with the
13 Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal,
14 modification or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to,
15 and in reliance on, this Order prior to the effective date of such reversal, modification or vacatur shall
16 be governed in all respects by the provisions of this Order and the Plan and all related documents or
17
18 any amendments or modifications thereto.
19
20

21 41. The Plan shall be substantially consummated on the Effective Date because the
22 transactions described in the Plan shall have occurred or shall have been provided for.
23
24

25 Submitted by:

26 THE SCHWARTZ LAW FIRM, INC.
27

28 By: /s/ Samuel A. Schwartz
29 Samuel A. Schwartz, Esq., NBN 10985
30 6623 Las Vegas Blvd. South, Suite 300
31 Las Vegas, NV 89119
32 Attorneys for Debtors
33
34

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

 X I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED: Bradley Stevens, Esq.; Jeff Sylvester, Esq.; Ryan Andersen, Esq.

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, NV 89119
Attorneys for Debtors

###

EXHIBIT A

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC)	
	)	Confirmation Hearing Date: June 19, 2013
Debtors.	)	Confirmation Hearing Time: 9:00 a.m.
)	

**THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC
AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TABLE OF CONTENTS

ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS	7
A. Administrative Claims	7
Priority Tax Claims	8
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	8
A. Summary	8
B. Classification and Treatment of Claims and Equity Interests	9
C. Discharge of Claims	15
ARTICLE IV. ACCEPTANCE OR REJECTION OF THE PLAN	16
A. Presumed Acceptance of Plan	16
B. Voting Classes	16
C. Acceptance by Impaired Classes of Claims	16
D. Cramdown	16
E. Elimination of Vacant Classes	16
ARTICLE V. MEANS FOR IMPLEMENTATION OF THE PLAN	16
A. General Settlement of Claims	16
B. New Corporate Existence	17
C. Vesting of Assets in the Reorganized Debtors	17
D. Securities Registration Exemption and Registration Rights Agreement	17
E. Issuance and Distribution of the New Membership Interests	17
F. Release of Liens, Claims and Equity Interests	18
G. Certificate of Incorporation and Bylaws	18
H. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes	18
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	19
A. Assumption and Rejection of Executory Contracts and Unexpired Leases	19
B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases	20
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases	20
D. Contracts and Leases Entered Into After the Commencement Date	21
ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS	21
A. Distributions for Claims Allowed as of the Effective Date	21
B. Distributions on Account of Claims Allowed After the Effective Date	21
C. Delivery and Distributions and Undeliverable or Unclaimed Distributions	22
D. Compliance with Tax Requirements/Allocations	24
E. Timing and Calculation of Amounts to Be Distributed	24
F. Setoffs	24
ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	24
A. Resolution of Disputed Claims	24
B. Disallowance of Claims	25
C. Amendments to Claims	26

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	26
A. Conditions Precedent to Confirmation.....	26
B. Conditions Precedent to Consummation	26
C. Waiver of Conditions	26
D. Effect of Non Occurrence of Conditions to Consummation	26
ARTICLE X. SETTLEMENT, RELEASE AND RELATED PROVISIONS	27
A. Compromise and Settlement	27
B. Preservation of Rights of Action.....	27
ARTICLE XI. BINDING NATURE OF PLAN.....	28
ARTICLE XII. RETENTION OF JURISDICTION.....	28
ARTICLE XIII. MISCELLANEOUS PROVISIONS	29
A. Payment of Statutory Fees	29
B. Modification of Plan	29
C. Revocation of Plan	29
D. Successors and Assigns.....	29
E. Reservation of Rights.....	30
F. Section 1146 Exemption	30
G. Further Assurances.....	30
H. Severability	30
I. Service of Documents	31
J. Return of Security Deposits	31
K. Filing of Additional Documents.....	31
L. Default	31

**THIRD AMENDED JOINT PLAN OF REORGANIZATION OF GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON
FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the “**Debtors**”), propose the following plan of reorganization (the “**Plan**”) for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors’ Disclosure Statement for a discussion of the Debtors’ history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS**

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. “*Allowed*” means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest,, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however*, that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. “*Allowed Professional Compensation*” means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. “*Assets*” means all of the Debtors’ right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. “*Avoidance Actions*” means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. “*Bankruptcy Code*” means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

14. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. “*Chapter 11 Cases*” means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. “*Claim*” means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. “*Claims Bar Date*” means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; provided, however, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. “*Claims Register*” means the official register of Claims maintained by the Bankruptcy Court.

20. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. “*Commencement Date*” means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. “*Commission*” means the U.S. Securities and Exchange Commission.

23. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. “*Consummation*” means the occurrence of the Effective Date.

28. “*Creditor*” means a Holder of a Claim.

29. “*Cure Claim*” means a Claim based upon the Debtors’ default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. “*Debtors*” means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. “*Debtors in Possession*” means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. “*Disclosure Statement*” means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. “*Disclosure Statement Motion*” means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

34. “*Disclosure Statement Order*” means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

35. “*Disputed Claim*” means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. “*Distribution Agent*” means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. “*Decision*” means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. “*Effective Date*” means the day that is the first Business Day occurring at least 15 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.
41. “*Equity Interest*” means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.
42. “*Estate*” means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.
43. “*Exchange Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.
44. “*Executory Contract*” means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
45. “*Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.
46. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.
47. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.
48. “*General Unsecured Claim*” means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.
49. “*Governmental Bar Date*” means the dates set forth in Article II.C. of the Disclosure Statement.
50. “*Holder*” means an Entity holding a Claim or an Equity Interest.
51. “*Impaired*” means any Claims in an Impaired Class.
52. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.
53. “*Initial Distribution Date*” means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less than 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.
54. “*Judgment*” means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of \$5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. “*New Equity Interests*” means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. “Paulson Appeal” means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. “Paulson Bankruptcy Cases” means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. “*Paulson Entities*” means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

61. “*Plan*” means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. “*Plan Supplement*” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. “*Priority Non-Tax Claim*” means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. “*Proof of Claim*” means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. “*Proof of Interest*” means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. “*Record Date*” means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. “*Retained Professional*” means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. “*Securities Act*” means the United States Securities Act of 1933, as amended.

73. “*SLF*” means The Schwartz Law Firm, Inc.

74. “*Unexpired Lease*” means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. “*Voting Classes*” means, Classes means Classes 2, 4, 5 and 6.

78. “*Voting Deadline*” means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVE AND PRIORITY TAX CLAIMS

A. *Administrative Claims*

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however*, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. *Summary*

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(g)	Secured Claim of Hugo R. Paulson and Paulson Entities	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	UnImpaired	Deemed to Accept

B. *Classification and Treatment of Claims and Equity Interests*

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

- (a) *Classification:* Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.
- (b) *Treatment:* The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and paid in full in the amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

- (a) *Classification:* Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767

N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxx7390 (now with Wells Fargo Bank).

- (b) *Treatment:* The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and paid in full in the amount of \$619,969.10, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

- (a) *Classification:* Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.
- (b) *Treatment:* The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

- (a) *Classification:* Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.
- (b) *Treatment:* The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

- (a) *Classification:* Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' property, loan number xxxxxxxxxxxxxxxx5001.

- (b) *Treatment:* The holder of the allowed Class 2(a) Secured Claim shall be impaired, and Nevada State Bank shall be paid the agreed upon principal amount of its claim, or \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

- (a) *Classification:* Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.
- (b) *Treatment:* The holder of the allowed Class 2(b) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

- (a) *Classification:* Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables,

Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.

- (b) *Treatment: Treatment:* The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) – Secured Claim of the Lionel Foundation

- (a) *Classification:* Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.
- (b) *Treatment:* The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the effective date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum, in accordance with that certain stipulation entered between the parties and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

- (a) *Classification:* Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.

- (b) *Treatment:* The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$673,000.00, amortized at 5.0% over 30 years, as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

- (a) *Classification:* Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.
- (b) *Treatment:* The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to \$15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%
--------	-------

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(g) – Secured Claim of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 2(g) consists of the Secured Claim of Hugo R. Paulson and the Paulson Entities against the Debtors' 15.87% membership interest in the 38.465-acre

property located near Pflugerville, Texas, owned by Pecan Street Plaza, LLC (“PSP”), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%).

- (b) *Treatment:* The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim from the proceeds from the sale of the PSP property.
- (c) *Voting:* Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

- (a) *Classification:* Class 3 consists of the Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.
- (b) *Treatment:* All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the “**Paulson Group**”) obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam) whereby Debtors were awarded in excess of \$5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor’s Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment. The first proceeds which flow from the Decision and Judgment will be used to offset and satisfy the Paulson Group’s allowed claims in Class 4.
- (c) *Voting:* Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

- (a) *Classification.* Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.
- (b) *Treatment.* All Allowed Unsecured Claims of Nevada State Bank in the approximate amount of \$653,000.00 against the Debtors, and Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60

months in equal quarterly installments. Until the Debtor recovers funds from the Paulson Group, the Debtors will pay NSB's allowed unsecured claim after the Effective Date of the Plan as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

- (c) *Voting.* Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

- (a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable in 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group. In the alternative, an allowed unsecured claimant may elect to be paid its pro rata distribution of the Debtors' disposable income to be paid during the 5-year period beginning after confirmation of the Plan. The Debtors' project their disposable income to be \$1,100.00 per month. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

- (a) *Classification:* Class 7 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.
- (c) *Voting:* Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. *Discharge of Claims*

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and

all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. Cramdown

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and

resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement, on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estates (including, without limitation, Causes of Action) and any property acquired including by any of the Debtors pursuant hereto shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that it incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred

to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to the Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the “**Abandoned Assets**”), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court’s finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption

specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to reject pending as of the Effective Date;
- (d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or
- (e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date.

The Debtor(s) reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court. Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor's records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than \$10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is

or has an economic value less than \$5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than \$10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or their Distribution Agent) are notified in writing of such Holder's then current address, at which time all currently and due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C.5(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.**PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS***A. Resolution of Disputed Claims**1. Allowance of Claims*

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.**SETTLEMENT, RELEASE AND RELATED PROVISIONS****A. *Compromise and Settlement***

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. *Preservation of Rights of Action***1. Maintenance of Causes of Action**

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;
7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;
8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, provided that the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By: /s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta
Its: Manager

EXHIBIT 1

Exhibit 1

Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Approximate Value: \$654,000.00

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Approximate Value: \$350,671.80

7229 Mira Vista Street
Las Vegas, Nevada 89120

Approximate Value: \$842,190.85

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134

Approximate Value: \$367,000.00

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Approximate Value: \$137,194.97

1370 Highway #20
Ashton, Idaho 83420

Approximate Value: \$616,072.50

Total Approximate Value: \$2,967,430.12

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:
3060 E. Post Road, Suite 110

Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:

7229 Mira Vista Street
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:
711 Biltmore Way, Unit 302

Coral Gables, Florida 33134

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:
1370 Highway #20
Ashton, Idaho 83420

Cure Amount: \$ 0.00

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
Debtor,)	
In re:	)	CASE NO.: 10-14804-BAM
Carlos A. Huerta, and	)	CASE NO.: 10-14456-BAM
Christine H. Huerta,	)	CASE NO.: 11-27226-BAM
Debtors.	)	CASE NO.: 11-28681-BAM
In re:)	
Charleston Falls, LLC,)	
Debtor.	)	Chapter 11
In re:)	
HPCH, LLC,	)	Confirmation Hearing Dates and Times:
Debtor.	)	June 19, 2013, at 9:00 a.m.
	)	June 20, 2013, at 9:30 a.m.

**SUPPLEMENTAL DECLARATION OF SAMUEL A. SCHWARTZ
CERTIFYING VOTING ON AND TABULATION OF BALLOTS ACCEPTING
AND REJECTING THE DEBTORS' JOINT PLAN OF REORGANIZATION**

SAMUEL A. SCHWARTZ, ESQ., being duly sworn, deposes and says:

1. I am the principal of The Schwartz Law Firm, Inc. ("SLF" or the "Firm"), 6623 Las Vegas Blvd. South, Suite 300, Las Vegas, Nevada 89119. I am authorized to make this declaration on SLF's behalf and unless otherwise indicated, I have personal knowledge of the facts set forth herein.

2. On June 11, 2013, I filed that certain declaration certifying voting on and tabulation of ballots accepting and rejecting the Debtors' plan of reorganization (Docket No.

499). I now file this supplemental declaration to inform this Court that in Class 2(d), The Lionel Foundation accepted the Debtors' Plan, and in Class 4, Hugo R. Paulson and the Paulson Entities accepted the Debtors' Plan. Accordingly, as of the date and time of this Declaration, SLF received 7 acceptances of the Plan and no rejections of the Plan.

3. In Class 2(a), Nevada State Bank **ACCEPTED** the Plan.
4. In Class 2(c), Wells Fargo Bank, N.A. **ACCEPTED** the Plan.
5. In Class 2(d), The Lionel Foundation **ACCEPTED** the Plan.
6. In Class 2(e), Aurora Loan Servicing, LLC **ACCEPTED** the Plan.
7. In Class 4, Hugo R. Paulson and the Paulson Entities **ACCEPTED** the Plan.
8. In Class 5, Nevada State Bank **ACCEPTED** the Plan.
9. In Class 6, Discover Bank and Ray Koroghli **ACCEPTED** the Plan.
10. No other votes were received.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 18th day of June, 2013.

/s/ Samuel A. Schwartz
SAMUEL A. SCHWARTZ, ESQ.
Nevada Bar No. 10985
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC)	
	)	Confirmation Hearing Dates and Times:
Debtors.	)	June 19, 2013, at 9:00 a.m.
	)	June 20, 2013, at 9:30 a.m.

**THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC
AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TABLE OF CONTENTS

ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS	7
A. Administrative Claims	7
Priority Tax Claims	8
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	8
A. Summary	8
B. Classification and Treatment of Claims and Equity Interests	9
C. Discharge of Claims	15
ARTICLE IV. ACCEPTANCE OR REJECTION OF THE PLAN	16
A. Presumed Acceptance of Plan	16
B. Voting Classes	16
C. Acceptance by Impaired Classes of Claims	16
D. Cramdown	16
E. Elimination of Vacant Classes	16
ARTICLE V. MEANS FOR IMPLEMENTATION OF THE PLAN	16
A. General Settlement of Claims	16
B. New Corporate Existence	17
C. Vesting of Assets in the Reorganized Debtors	17
D. Securities Registration Exemption and Registration Rights Agreement	17
E. Issuance and Distribution of the New Membership Interests	17
F. Release of Liens, Claims and Equity Interests	18
G. Certificate of Incorporation and Bylaws	18
H. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes	18
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	19
A. Assumption and Rejection of Executory Contracts and Unexpired Leases	19
B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases	20
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases	20
D. Contracts and Leases Entered Into After the Commencement Date	21
ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS	21
A. Distributions for Claims Allowed as of the Effective Date	21
B. Distributions on Account of Claims Allowed After the Effective Date	21
C. Delivery and Distributions and Undeliverable or Unclaimed Distributions	22
D. Compliance with Tax Requirements/Allocations	24
E. Timing and Calculation of Amounts to Be Distributed	24
F. Setoffs	24
ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	24
A. Resolution of Disputed Claims	24
B. Disallowance of Claims	25
C. Amendments to Claims	26

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	26
A. Conditions Precedent to Confirmation.....	26
B. Conditions Precedent to Consummation	26
C. Waiver of Conditions	26
D. Effect of Non Occurrence of Conditions to Consummation	26
ARTICLE X. SETTLEMENT, RELEASE AND RELATED PROVISIONS	27
A. Compromise and Settlement	27
B. Preservation of Rights of Action.....	27
ARTICLE XI. BINDING NATURE OF PLAN.....	28
ARTICLE XII. RETENTION OF JURISDICTION.....	28
ARTICLE XIII. MISCELLANEOUS PROVISIONS	29
A. Payment of Statutory Fees	29
B. Modification of Plan	29
C. Revocation of Plan	29
D. Successors and Assigns.....	29
E. Reservation of Rights.....	30
F. Section 1146 Exemption	30
G. Further Assurances.....	30
H. Severability	30
I. Service of Documents	31
J. Return of Security Deposits	31
K. Filing of Additional Documents.....	31
L. Default	31

**THIRD AMENDED JOINT PLAN OF REORGANIZATION OF GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON
FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the “**Debtors**”), propose the following plan of reorganization (the “**Plan**”) for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors’ Disclosure Statement for a discussion of the Debtors’ history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS**

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. “*Allowed*” means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest,, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however*, that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. “*Allowed Professional Compensation*” means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. “*Assets*” means all of the Debtors’ right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. “*Avoidance Actions*” means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. “*Bankruptcy Code*” means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

14. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. “*Chapter 11 Cases*” means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. “*Claim*” means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. “*Claims Bar Date*” means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; provided, however, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. “*Claims Register*” means the official register of Claims maintained by the Bankruptcy Court.

20. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. “*Commencement Date*” means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. “*Commission*” means the U.S. Securities and Exchange Commission.

23. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. “*Consummation*” means the occurrence of the Effective Date.

28. “*Creditor*” means a Holder of a Claim.

29. “*Cure Claim*” means a Claim based upon the Debtors’ default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. “*Debtors*” means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. “*Debtors in Possession*” means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. “*Disclosure Statement*” means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. “*Disclosure Statement Motion*” means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on January 22, 2013, as the Motion may be amended from time to time.

34. “*Disclosure Statement Order*” means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on March 26, 2013, as the order may be amended from time to time.

35. “*Disputed Claim*” means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. “*Distribution Agent*” means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. “*Decision*” means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. “*Effective Date*” means the day that is the first Business Day occurring at least 15 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.
41. “*Equity Interest*” means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.
42. “*Estate*” means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.
43. “*Exchange Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.
44. “*Executory Contract*” means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
45. “*Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.
46. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.
47. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.
48. “*General Unsecured Claim*” means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.
49. “*Governmental Bar Date*” means the dates set forth in Article II.C. of the Disclosure Statement.
50. “*Holder*” means an Entity holding a Claim or an Equity Interest.
51. “*Impaired*” means any Claims in an Impaired Class.
52. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.
53. “*Initial Distribution Date*” means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less than 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.
54. “*Judgment*” means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of \$5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. “*New Equity Interests*” means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. “Paulson Appeal” means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. “Paulson Bankruptcy Cases” means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. “*Paulson Entities*” means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

61. “*Plan*” means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. “*Plan Supplement*” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. “*Priority Non-Tax Claim*” means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. “*Proof of Claim*” means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. “*Proof of Interest*” means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. “*Record Date*” means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. “*Retained Professional*” means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. “*Securities Act*” means the United States Securities Act of 1933, as amended.

73. “*SLF*” means The Schwartz Law Firm, Inc.

74. “*Unexpired Lease*” means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. “*Voting Classes*” means, Classes means Classes 2, 4, 5 and 6.

78. “*Voting Deadline*” means May 13, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVE AND PRIORITY TAX CLAIMS

A. *Administrative Claims*

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however*, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. *Summary*

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(g)	Secured Claim of Hugo R. Paulson and Paulson Entities	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	UnImpaired	Deemed to Accept

B. *Classification and Treatment of Claims and Equity Interests*

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

- (a) *Classification:* Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.
- (b) *Treatment:* The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and paid in full in the amount of \$15,618.92, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

- (a) *Classification:* Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767

N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxx7390 (now with Wells Fargo Bank).

- (b) *Treatment:* The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and paid in full in the amount of \$619,969.10, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

- (a) *Classification:* Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.
- (b) *Treatment:* The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

- (a) *Classification:* Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.
- (b) *Treatment:* The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and paid in full in the amount of \$617,763.00, less any payments received after the Petition Date and applied to the principal balance, and in accordance with the terms of its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

- (a) *Classification:* Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' property, loan number xxxxxxxxxxxxxxxx5001.

- (b) *Treatment:* The holder of the allowed Class 2(a) Secured Claim shall be impaired, and Nevada State Bank shall be paid the agreed upon principal amount of its claim, or \$175,000.00, payable over 6 years from the Effective Date of the Plan, at an interest rate of 5.0% per annum and a monthly payment of \$1,850.00. Any amounts due and owing after 6 years shall be payable to Nevada State Bank in one lump sum pursuant to the terms and conditions of an amended and restated note.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

- (a) *Classification:* Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.
- (b) *Treatment:* The holder of the allowed Class 2(b) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

- (a) *Classification:* Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables,

Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.

- (b) *Treatment: Treatment:* The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) – Secured Claim of the Lionel Foundation

- (a) *Classification:* Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.
- (b) *Treatment:* The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$137,194.97, amortized over 30 years with interest-only payments at 3.0% per annum until the earlier of: (i) 2 years from the effective date of the Plan; or (ii) resolution of the dispute with Paulson and the Paulson Entities regarding ownership of Cabin 11, after which the Debtors shall make principal and interest payments at 5.0% per annum, in accordance with that certain stipulation entered between the parties and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

- (a) *Classification:* Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada

89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.

- (b) *Treatment:* The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$673,000.00, amortized at 5.0% over 30 years, as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

- (a) *Classification:* Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.
- (b) *Treatment:* The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to \$15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%
--------	-------

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(g) – Secured Claim of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 2(g) consists of the Secured Claim of Hugo R. Paulson and the Paulson Entities against the 38.465-acre property located near Pflugerville, Texas, owned

by Pecan Street Plaza, LLC (“PSP”), whose membership interests are jointly owned by the Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%).

- (b) *Treatment:* The holder of the allowed Class 2(g) Secured Claim shall be impaired and paid the allowed amount of its claim from the proceeds from the sale of the PSP property.
- (c) *Voting.* Class 2(g) is an impaired class, and the holder of the Class 2(g) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

- (a) *Classification:* Class 3 consists of the Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.
- (c) *Voting:* Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.
- (b) *Treatment:* All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the “**Paulson Group**”) obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam) whereby Debtors were awarded in excess of \$5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor’s Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment. The first proceeds which flow from the Decision and Judgment will be used to offset and satisfy the Paulson Group’s allowed claims in Class 4.
- (c) *Voting:* Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

- (a) *Classification.* Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.
- (b) *Treatment.* All Allowed Unsecured Claims of Nevada State Bank in the approximate amount of \$653,000.00 against the Debtors, and Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Until the Debtor recovers funds from the

Paulson Group, the Debtors will pay NSB's allowed unsecured claim after the Effective Date of the Plan as follows:

Year 1:	\$1,000.00 per month;
Year 2:	\$1,500.00 per month;
Year 3:	\$2,000.00 per month;
Year 4:	\$2,500.00 per month;
Year 5:	\$3,000.00 per month.

Any remaining balance at the end of year 5 shall be paid in one lump sum. Interest will accrue starting in year 3 (or month 25) at 4.0% per annum and will continue to accrue on the unpaid balance until NSB's unsecured claim is paid in full.

- (c) *Voting.* Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

- (a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors' recoveries from the Judgment against the Paulson Group, payable in 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group In the alternative, an allowed unsecured claimant may elect to be paid its pro rata distribution of the Debtors' disposable income to be paid during the 5-year period beginning after confirmation of the Plan. The Debtors' project their disposable income to be \$1,100.00 per month. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

- (a) *Classification:* Class 7 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.
- (c) *Voting:* Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. *Discharge of Claims*

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and

all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Presumed Acceptance of Plan

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. Voting Classes

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. Cramdown

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and

resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement, on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estates (including, without limitation, Causes of Action) and any property acquired including by any of the Debtors pursuant hereto shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that it incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred

to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to the Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the “**Abandoned Assets**”), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court’s finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption

specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to reject pending as of the Effective Date;
- (d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or
- (e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date.

The Debtor(s) reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the

procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court. Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of “Rejected Executory Contracts and Unexpired Leases” in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor's records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than \$10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if:
(a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is

or has an economic value less than \$5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than \$10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or their Distribution Agent) are notified in writing of such Holder's then current address, at which time all currently and due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C.5(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.**PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS***A. Resolution of Disputed Claims**1. Allowance of Claims*

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such

Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH

CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.**SETTLEMENT, RELEASE AND RELATED PROVISIONS****A. *Compromise and Settlement***

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. *Preservation of Rights of Action***1. Maintenance of Causes of Action**

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Serl Keefer and/or the arbitration with Nevada State Bank, etc.) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or

adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, any parties in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;
7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;
8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, provided that the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
Attn: Samuel A. Schwartz, Esq.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: March 8, 2013

Respectfully Submitted,

CARLOS A. HUERTA
/s/ Carlos A. Huerta

CHRISTINE H. HUERTA
/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By: /s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta
Its: Manager

EXHIBIT 1

Exhibit 1

Property Owned by Carlos and Christine Huerta and/or Go Global, Inc.

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Approximate Value: \$654,000.00

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Approximate Value: \$350,671.80

7229 Mira Vista Street
Las Vegas, Nevada 89120

Approximate Value: \$842,190.85

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134

Approximate Value: \$367,000.00

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Approximate Value: \$137,194.97

1370 Highway #20
Ashton, Idaho 83420

Approximate Value: \$616,072.50

Total Approximate Value: **\$2,967,430.12**

EXHIBIT 2

EXHIBIT 2

Carlos and Christine Huerta and/or Go Global, Inc. Leases and Executory Contracts to be Assumed Pursuant to the Plan

Commercial Lease Agreements

Standard Commercial Lease Agreement dated between the Debtors and HPCH, LLC for the rental of:

3060 E. Post Road, Suite 110
Las Vegas, Nevada 89120

Commercial and Residential Mortgages

Commercial Mortgage by and between the Debtor and Nevada State Bank for the purchase of:
3060 E. Post Road, Suite 110

Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Aurora Loan Servicing, LLC for the purchase of:

7229 Mira Vista Street
Las Vegas, Nevada 89120

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Wells Fargo Bank for the purchase of:
711 Biltmore Way, Unit 302

Coral Gables, Florida 33134

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and BAC Home Loans Servicing, LP for the purchase of:

908 Harold Dr., Unit 22
Incline Village, Nevada 89451

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and The Lionel Foundation for the purchase of:

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

Cure Amount: \$ 0.00

Commercial Mortgage by and between the Debtor and Zions Bank for the purchase of:
1370 Highway #20
Ashton, Idaho 83420

Cure Amount: \$ 0.00

Bruce A. Markell

Honorable Bruce A. Markell
United States Bankruptcy Judge



Entered on Docket
April 08, 2013

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtor

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Joint Administration Under
Go Global, Inc.,	)	CASE NO.: 10-14804-BAM
)	
Debtor.	)	CASE NO.: 10-14804-BAM
In re:	)	CASE NO.: 10-14456-BAM
Carlos A. Huerta, and	)	CASE NO.: 11-27226-BAM
Christine H. Huerta,	)	CASE NO.: 11-28681-BAM
)	
Debtors.)	
In re:	)	Chapter 11
Charleston Falls, LLC,)	
)	
Debtor.)	
In re:)	
HPCH, LLC,	)	Date of Hearing: March 26, 2013
Debtor.	)	Time of Hearing: 10:00 a.m.
)	

ORDER (i) APPROVING THE DISCLOSURE STATEMENT; (ii) APPROVING THE FORM OF BALLOTS AND PROPOSED SOLICITATION AND TABULATION PROCEDURES; (iii) FIXING THE VOTING DEADLINE WITH RESPECT TO THE DEBTORS' CHAPTER 11 PLAN; (iv) PRESCRIBING THE FORM AND MANNER OF NOTICE THEREOF; (v) FIXING THE LAST DATE FOR FILING OBJECTIONS TO CHAPTER 11 PLAN; (vi) SCHEDULING A HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN; AND (vii) APPOINTING THE SCHWARTZ LAW FIRM AS SOLICITATION AND TABULATION AGENT

1 Upon the application dated January 22, 2013 (the “**Scheduling Motion**”),¹ with the
2
3 First Amended Disclosure Statement dated January 17, 2013, and the First Amended Plan of
4 Reorganization dated January 17, 2013, of the above-captioned debtors and debtors-in-
5 possession (the “**Debtors**”), for an order, (i) approving the disclosure statement; (ii) approving
6 the form of ballots and proposed solicitation and tabulation procedures for the Plan; (iii) fixing
7 the voting deadline with respect to the Plan, (iv) prescribing the form and manner of notice
8 thereof; (v) fixing the last day for filing objections to the Plan; (vi) scheduling a hearing to
9 consider the confirmation of the Plan, and (vii) approving The Schwartz Law Firm, Inc. as the
10 Debtors’ solicitation and tabulation agent (the “**Solicitation and Tabulation Agent**”); and it
11 appearing that the Court has jurisdiction over this matter; and Hugo Paulson, individually and
12 as Trustee of the Hugo Paulson SEP-IRA (“**Paulson**”) having filed an objection to the
13 Disclosure Statement; and the Debtors having filed their Second Amended Disclosure
14 Statement and Second Amended Plan of Reorganization on March 8, 2013 to address the issues
15 raised by Paulson; and the Debtors having filing their Third Amended Disclosure Statement
16 (the “**Disclosure Statement**”) and Third Amended Plan of Reorganization (the “**Plan**”) on
17 March 28, 2013 to accommodate additional requests by Paulson; and it further appearing that
18 the relief requested in the Scheduling Motion is in the best interests of the Debtors, their
19 bankruptcy estates and their creditors; and upon all of the proceedings had before the Court;
20 and after due deliberation and sufficient cause appearing therefore, it is hereby:

21
22 **ORDERED** that the Pursuant to section 1125 of the Bankruptcy Code and Rule
23 3017(b) of the Federal Rules of Bankruptcy Procedure, the Disclosure Statement, as amended,
24 is hereby approved, and it is further

25
26
27
28
29
30
31
32 ¹ All capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Scheduling Motion.

1 **ORDERED** that the Debtors shall commence solicitation of their Plan by April 8,
2 2013; and it is further

3 **ORDERED** that pursuant to Bankruptcy Rule 3017(c), May 13, 2013, shall be the last
4 date to vote to accept or reject the Plan (the “**Voting Deadline**”); and it is further

5 **ORDERED** that any replies to objections to the Plan, ballot voting summaries and any
6 confirmation hearing briefs shall be due on May 31, 2013; and it is further

7 **ORDERED** that lists of witnesses and exhibits to be used at the Confirmation Hearing
8 shall be filed by June 7, 2013; and it is further

9 **ORDERED** that a pre-trial conference shall be held on June 11, 2013 at 11:00 a.m.;
10 and it is further

11 **ORDERED** that pursuant to section 1128(a) of the Bankruptcy Code and Bankruptcy
12 Rule 3017(c), the Confirmation Hearing in these Chapter 11 cases shall be held on June 19,
13 2013, at 9:30 a.m. and June 20, 2013 at 9:30 a.m.; and it is further

14 **ORDERED** that pursuant to Bankruptcy Rules 3020(b) and 9006(c)(1), objections, if
15 any, to confirmation of the Plan shall be in writing and shall (a) state the name and address of
16 the objecting party and the nature and amount of the claim or interest of such party, (b) state
17 with particularity the basis and nature of each objection or proposed modification to the Plan
18 and (c) be filed, together with proofs of service, with the Court (with a copy delivered to
19 chambers) and served so that such objections are actually received by the parties listed below,
20 no later than May 13, 2013 (the “**Confirmation Objection Deadline**”):

21 Samuel A. Schwartz, Esq.
22 The Schwartz Law Firm
23 6623 Las Vegas Blvd. South, Suite 300
24 Las Vegas, Nevada 89119
25 Facsimile: (702) 385-2741
26
27
28
29
30
31
32

1 and it is further

2 **ORDERED** that that any party failing to file and serve an objection to the Plan in
3 compliance with this Order shall be barred from raising any objections at the Confirmation
4 Hearing; and it is further

5
6 **ORDERED** that the Confirmation Hearing may be adjourned from time to time
7 without prior notice to holders of claims, holders of equity interests, or other parties in interest
8 other than the announcement of the adjourned hearing date at the Confirmation Hearing; and it
9 is further
10

11
12 **ORDERED** that pursuant to Bankruptcy Rules 3018(c) and 3017(a), the form of
13 ballots, attached to the Scheduling Motion as Exhibit B are approved; and it is further

14
15 **ORDERED** that pursuant to Bankruptcy Rules 3017(c) and 3018(a), the holders of
16 claims in Classes 1, 2, 3, 4, 5, 6 and 7 of the Plan as of the Record Date (as defined in the Plan)
17 may vote to accept or reject the Plan by indicating their acceptance or rejection of the Plan on
18 the ballots provided therefore; and it is further

19
20 **ORDERED** that the provision of notice in accordance with the procedures set forth in
21 this Order and the Voting Procedures shall be deemed good and sufficient notice of the
22 Confirmation Hearing, the Voting Deadline and the Confirmation Objection Deadline; and it is
23 further
24

25
26 **ORDERED** that, pursuant to Bankruptcy Rule 3017(c), but except as otherwise
27 expressly provided in the Voting Procedures, in order to be considered as acceptances or
28 rejections of the Plan, all ballots must be properly completed, executed, marked and actually
29 received by the Solicitation and Tabulation Agent on or before the Voting Deadline; and it is
30 further
31
32

1 **ORDERED** that the Solicitation and Tabulation Agent is authorized and directed to
2 effect any action reasonably necessary to accomplish the solicitation and tabulation services
3 contemplated by the Disclosure Statement and the Voting Procedures; and it is further
4

5 **ORDERED** that the Debtors are not required to mail a Solicitation Package, an
6 Unimpaired Class Notice or a Shareholder Notice (as the case may be) to any individual or
7 entity at an address from which notice of the Disclosure Statement Hearing was returned by the
8 United States Postal Office as undeliverable, unless the Debtors or the Solicitation and
9 Tabulation Agent are provided with a more accurate address prior to the Record Date. The
10 Solicitation and Tabulation Agent shall report any undeliverable solicitation packages in its
11 ballot declaration; and it is further
12
13

14 **ORDERED** that any entity entitled to vote to accept or reject the Plan may change its
15 vote before the Voting Deadline by casting a superseding ballot so that such superseding ballot
16 is actually received by the Solicitation and Tabulation Agent on or before the Voting Deadline;
17 and it is further
18
19

20 **ORDERED** that creditors who timely file an objection prior to the Confirmation
21 Objection Deadline, but fail to cast a ballot prior to the Voting Deadline, may cast a ballot
22 through the time of the Confirmation Hearing in connection with the resolution of their
23 objection; and it is further
24
25

26 **ORDERED** that the Debtors are authorized and empowered to take such other actions
27 and execute such other documents as may be necessary or appropriate to implement the terms
28 of this Order; and it is further
29

30 ///

31 ///

1 **ORDERED** that this Court shall, and hereby does, retain jurisdiction with respect to all
2 matters arising from or in relation to the implementation of this Order.
3

4
5 SUBMITTED BY:

6 THE SCHWARTZ LAW FIRM, INC.
7

8 By: /s/ Samuel A. Schwartz
9 Samuel A. Schwartz, Esq., NBN 10985
10 6623 Las Vegas Blvd. South, Suite 300
11 Las Vegas, Nevada 89119
12 Attorneys for Debtors
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

_____ The court has waived the requirement set forth in LR 9021(b)(1).

_____ No party appeared at the hearing or filed an objection to the motion.

 X I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

_____ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED: Bradley J. Stevens, Esq.

DISAPPROVED:

FAILED TO RESPOND:

Submitted by:

THE SCHWARTZ LAW FIRM, INC.

By: /s/ Samuel A. Schwartz
Samuel A. Schwartz, Esq., NBN 10985
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Attorneys for Debtors

###

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: January 22, 2013

THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC,	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC,)	
	)	Hearing date: March 5, 2013
Debtors.	)	Hearing time: 10:00 a.m.
)	
)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the following:

1. Disclosure Statement with all exhibits attached, including the Debtor's Plan of Reorganization; and
2. Notice of Hearing for Approval of the Disclosure Statement

were sent via Electronic Mail on January 17, 2013, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

1 CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS
2 ASSIGNEES AND/OR SUCCESSORS

3 bknotice@mccarthyholthus.com,
4 chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

5 P STERLING KERR on behalf of Debtor HPCH, LLC
6 psklaw@aol.com, ecfnocesbk@gmail.com

7 JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
8 jak@h2law.com, sgeorge@howardandhoward.com

9 BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
10 brandon@mlglawyer.com, veronica@mlglawyer.com

11 SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
12 smiller@millerwrightlaw.com,
13 cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

14 SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
15 smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

16 AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
17 ecfnoces@sidhulawfirm.com

18 MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
19 msimons@rbslattys.com, jalhasan@rbslattys.com

20 JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
21 cobrien@lionelsawyer.com, bklsclv@lionelsawyer.com

22 NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
23 nathan@mclaw.org, amy@mclaw.org

24 JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
25 jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

26 U.S. TRUSTEE - LV - 11
27 USTPRegion17.lv.ecf@usdoj.gov

28 UNITED ONE EQUITIES, LLC (all)
Loanresolutions@aol.com

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkut
neski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that true and correct copies of the following:

1. Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent; and
2. Notice of Hearing for Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent

were sent via Electronic Mail on January 22, 2013, to the following:

MICHAEL W. CHEN on behalf of Creditor CHASE HOME FINANCE, LLC F/K/A CHASE MANHATTAN MORTGAGE CORPORATION F/K/A CHASE MORTGAGE COMPANY
yvette@ccfirm.com;mrosales@ccfirm.com;rdesimone@ccfirm.com;jcraig@ccfirm.com;jessica@ccfirm.com

RANDOLPH L. HOWARD on behalf of Special Counsel KOLESAR & LEATHAM, CHTD.
rhoward@klnevada.com, ckishi@klnevada.com;bankruptcy@klnevada.com

CHRISTOPHER M. HUNTER on behalf of Creditor AURORA BANK, FSB, ITS ASSIGNEES AND/OR SUCCESSORS
bknotice@mccarthyholthus.com,
chunter@mccarthyholthus.com;nvbkcourt@mccarthyholthus.com

P STERLING KERR on behalf of Debtor HPCH, LLC
psklaw@aol.com, ecfnocesbk@gmail.com

JAMES A KOHL on behalf of Interested Party CANTANGO CAPITAL ADVISORS
jak@h2law.com, sgeorge@howardandhoward.com

BRANDON B. MCDONALD on behalf of Debtor HPCH, LLC
brandon@mlglawyer.com, veronica@mlglawyer.com

SHAWN W MILLER on behalf of Creditor WELLS FARGO BANK, N.A.
smiller@millerwrightlaw.com,
cmiller@millerwrightlaw.com,randerson@millerwrightlaw.com,efile@millerwrightlaw.com

SUSAN L. MYERS on behalf of Creditor HUGO PAULSON
smyers@lacs.org, emontes@lacs.org;bklsclv@lionelsawyer.com

AMBRISH S. SIDHU on behalf of Counter-Claimant DANIEL DEARMAS
ecfnotices@sidhulawfirm.com

MARK G SIMONS on behalf of Counter-Defendant GO GLOBAL, INC.
msimons@rbslattys.com, jalhasan@rbslattys.com

JENNIFER A. SMITH on behalf of Counter-Claimant AZURE SEAS HOLDINGS, LLC
cobrien@lionelsawyer.com, bklsr@lionelsawyer.com

NATHAN F. SMITH on behalf of Creditor Nationstar Mortgage LLC.
nathan@mclaw.org, amy@mclaw.org

JEFFREY R. SYLVESTER on behalf of Creditor NEVADA STATE BANK
jeff@sylvesterpolednak.com, tina@sylvesterpolednak.com;bridget@sylvesterpolednak.com

U.S. TRUSTEE - LV - 11
USTPRegion17.lv.ecf@usdoj.gov

UNITED ONE EQUITIES, LLC (all)
Loanresolutions@aol.com

GREGORY L. WILDE on behalf of Creditor WELLS FARGO BANK, N.A.
nvbk@tblaw.com,
jrgiordano@tblaw.com;mlbenson@tblaw.com;jlferran@tblaw.com;grgarrett@tblaw.com;pjkut
neski@tblaw.com;maerwin@tblaw.com;tmrovere@tblaw.com

I HEREBY CERTIFY that true and correct copies of the following:

1. Disclosure Statement with all exhibits attached, including the Debtor's Plan of Reorganization; and
2. Notice of Hearing for Approval of the Disclosure Statement

were sent via Regular US Postal Mail on January 22, 2013, to the following:

Securities and Exchange Commission
Los Angeles Regional Office
Rosalind Tyson, Regional Director
5670 Wilshire Boulevard, 11th Floor
Los Angeles, CA 90036-3648

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Clark County Treasurer
Reference #138-19-818-006
500 S. Grand Central Pkwy
P.O. Box 551220
Las Vegas, NV 89155-1220

1 Nevada Department of Taxation
 2 Bankruptcy Section
 3 555 E. Washington Avenue, #1300
 4 Las Vegas, NV 89101-1046

Antonio Nevada, LLC
 8880 W. Sunset Road
 3rd Floor
 Las Vegas, NV 89148

5 Dept. of Employment, Training & Rehab
 6 Employment Security Division
 7 500 East Third Street
 8 Carson City, NV 89713-0002

Arie Fisher
 16 Rashi Street
 Ra'anana, Israel 43214

9 State of Nevada Dept. of Motor Vehicles
 10 Attn: Legal Division
 11 555 Wright Way
 12 Carson City, NV 89711-0001

Aurora Loan Services
 Attn: Bankruptcy Dept.
 Po Box 1706
 Scottsbluff, NE 69363

13 Clark County Assessor
 14 c/o Bankruptcy Clerk
 15 500 S Grand Central Pkwy
 16 Box 551401
 17 Las Vegas, NV 89155-1401

Aurora Loan Services, LLC
 c/o McCarthy & Holthus, LLP
 9510 West Sahara Ave. Ste. 110
 Las Vegas, NV 89117

18 ACND 1431, LLC
 19 3060 E. Post Road, Ste. 110
 20 Las Vegas, NV 89120

Azure Seas, LLC
 5024 E. Lafayette Blvd
 Phoenix, AZ 85018

21 Acs/nelnet Education
 22 501 Bleecker St
 23 Utica, NY 13501

Bac Home Loans Servicing
 450 American St
 Simi Valley, CA 93065

24 Aes/chase Elt Wac Llc
 25 Pob 2461
 26 Harrisburg, PA 17101

Bailus Cook & Kelesis
 400 S. Fourth Street, Suite 300
 Las Vegas, NV 89101

27 American Express
 28 PO Box 0001
 Los Angeles, CA 90096-0001

Bank Of America
 Po Box 26078
 Greensboro, NC 27420

American Express
 c/o Becket and Lee LLP
 Po Box 3001
 Malvern, PA 19355

Bank Of America
 Attention: Bankruptcy SV-314B
 Po Box 5170
 Simi Valley, CA 93062

Amex
 c/o Beckett & Lee
 Po Box 3001
 Malvern, PA 19355

Bank of America
 P.O. Box 37279
 Baltimore, MD 21297

1 Bank Of America
 2 4161 Piedmont Pkwy
 Greensboro, NC 27410

3 Bank Of America
 4 Po Box 15026
 5 Wilmington, DE 19850

6 Biltmore Village HOA
 7 c/o Cadicorp Management Group
 7700 N. Kendall Drive
 8 PH II
 Miami, FL 33156

9 Bmw Financial Services
 10 5550 Britton Parkway
 Hilliard, OH 43026

11 Bsi Financial Services
 12 314 S Franklin Street
 13 Titusville, PA 16354
 14 Cap One Na
 Po Box 85520
 15 Richmond, VA 23285

16 Capital One, N.a.
 17 C/O American Infosource
 Po Box 54529
 18 Oklahoma City, OK 73154

19 Chase
 20 Po Box 15298
 Wilmington, DE 19850

21 Chase
 22 N54 W 13600 Woodale Dr
 23 Menomonee, WI 53051

24 Chase Bank USA, N.A.
 25 Po Box 15145
 Wilmington, DE 19850-5145

26 Chase Bank Usa, Na
 27 Po Box 9007
 28 Pleasanton, CA 94566

Chase Home Finance, LLC
 PP-G7 Bankruptcy Payment Processing
 Attn: Officer or Director
 3415 Vision Drive
 Columbus, OH 43218-2106

Chase Mht Bk
 Attn: Bankruptcy
 Po Box 15145
 Wilmington, DE 19850

Chrysler Financial
 11811 N Tatum Blvd Ste 4
 Phoenix, AZ 85028

Citi
 Po Box 6241
 Sioux Falls, SD 57117

Citibank Usa
 Attn.: Centralized Bankruptcy
 Po Box 20363
 Kansas City, MO 64195

Citifinancial Retail Services
 Citifinancial/Attn: Bankruptcy Dept
 1111 Northpoint Dr
 Coppell, TX 75019

Citimortgage Inc
 Po Box 9438
 Gaithersburg, MD 20898

City National Bank
 P.O. Box 60938
 Los Angeles, CA 90060-0938

City of Cedar Park
 600 N. Bell Blvd.
 Cedar Park, TX 78613

Crovetti Bone and Joint Institute of SN
 2779 W. Horizon Ridge Pkwy Suite 200
 Henderson, NV 89052-4380

Discover Financial
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

GEMB / HH Gregg
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

Dsnb Bloom
Bloomingdale's Bankruptcy
Po Box 8053
Mason, OH 45040

GEMB / Mervyns
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

GEMB / Old Navy
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

Gemb/banana Rep
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

FIA Card Services aka Bank of America
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Gemb/gap
Po Box 981400
El Paso, TX 79998

Foley & Oakes
850 East Bonneville Avenue
Las Vegas, NV 89101

Gemb/gapdc
Po Box 981400
El Paso, TX 79998

Fst Usa Bk B
1001 Jefferson Plaza
Wilmington, DE 19701

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

G M A C
Po Box 12699
Glendale, AZ 85318

Home Comings Financial
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

G M A C
Po Box 130424
Roseville, MN 55113

Home Depot Credit Services
PO Box 6925
The Lakes, NV 88901

GAP Credit Card
P.O. Box 960017
Orlando, FL 32896

HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Hsbc/rs
Pob 15521
Wilmington, DE 19805

Nevada State Bank
P.O. Box 990
Las Vegas, NV 89125

Hugo Paulson
c/o Jennifer A. Smith
Lionel Sawyer & Collins
50 W. Liberty Street, #1100
Reno, NV 89501

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Pacific Monarch Resort
23091 Mill Creek Dr
Laguna Hills, CA 92653

Jjill/cbsd
Po Box 6497
Sioux Falls, SD 57117

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

Park City Homeowner's Association
P.O. Box 171439
Salt Lake City, UT 84117-1439

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Macys/fdsb
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Quantum Collections
3224 Civic Center Dr
North Las Vegas, NV 89030

Mohawk/gemb
Po Box 981439
El Paso, TX 79998

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

Nelnet
Attn: Claims
Po Box 17460
Denver, CO 80217

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

1 Sierra Vista Ranchos HOA
 2 P.O. box 13044
 3 Las Vegas, NV 89112

Wachov Mtg/ Wells Fargo
 Attn: Bankruptcy
 Po Box 10335
 Des Moines, IA 50306

4 Sigmund Rogich
 5 3883 Howard Hughes Pkwy
 6 Ste. 550
 7 Las Vegas, NV 89169

Wells Fargo
 P.O. Box 14547
 Des Moines, IA 50306

8 Silver State Bank
 9 400 N Green Valley Pkwy
 10 Henderson, NV 89074

Wells Fargo Bank N A
 Po Box 31557
 Billings, MT 59107

11 Suntrust Mortgage/cc 5
 12 Attention: Bankruptcy
 13 Po Box 85092
 14 Richmond, VA 23286

Wells Fargo Hm Mortgage
 3476 Stateview Blvd
 Fort Mill, SC 29715

15 Sweetwater Lift Lodge
 16 1255 Empire Avenue
 17 Park City, UT 84060

Wendover Fin Srvs Corp
 1550 Liberty Ridge
 Wayne, PA 19087

18 Unvl/citi
 19 Attn.: Centralized Bankruptcy
 20 Po Box 20507
 21 Kansas City, MO 64195

Wells Fargo Bank, N.A.
 c/o Smith, Gambrell & Russell, LLP
 Attn: John T. Vian, Esq.

22 Us Dept Of Education
 23 Attn: Borrowers Service Dept
 24 Po Box 5609
 25 Greenville, TX 75403

Wfnnb/ann Taylor
 Po Box 182273
 Columbus, OH 43218

26 Vegas Valley Collection Services
 27 P.O. Box 98344
 28 Las Vegas, NV 89193-0344

Wfnnb/express
 Attn: Bankruptcy
 Po Box 18227
 Columbus, OH 43218

Volvo Finance Na
 P.O. Box 542000
 Omaha, NE 68154

Wfnnb/j Crew
 Po Box 182273
 Columbus, OH 43218

VRI HOA
 P.O. box 3620
 Laguna Hills, CA 92654

World Omni F
 6150 Omni Park Dr
 Mobile, AL 36609

Zions Bank
 Angela Stephenson
 One South Main, Suite 1100
 Salt Lake City, UT 84133-1109

Nevada State Bank
Attn: Mike Hanley
400 Green Valley Pkwy, 2nd Floor
Henderson, NV 89074

McLeod Business Centre
c/o Allesi & Koenig
9500 W. Flamingo Road, Ste. 205
Las Vegas, NV 89147

Zunesis, Inc.
9000 E. Nichols Avenue, Ste. 150
Englewood, CA 80112

I HEREBY CERTIFY that true and correct copies of the following:

1. Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent;
2. Notice of Hearing for Motion of the Debtor for the Entry of an Order: (i) Approving the Disclosure Statement; (ii) Approving the Form of Ballots and Proposed Solicitation and Tabulation Procedures; (iii) Fixing the Voting Deadline with Respect to the Debtor's Chapter 11 Plan; (iv) Prescribing the Form and Manner of Notice Thereof; (v) Fixing the Last Date for Filing Objections to the Chapter 11 Plan; (vi) Scheduling a Hearing to Consider Confirmation of the Chapter 11 Plan; and (vii) Appointing the Schwartz Law Firm, Inc. as Solicitation and Tabulation Agent;

were sent via Regular US Postal Mail on January 22, 2013, to the following:

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

United One Equities, LLC
1101 East Tropicana Avenue, Suite 2119
Las Vegas, NV 89119

Troy A. Wallin, Esq.
Wallin Harrison PLC
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145

GE Money Bank
c/o Recovery Management Systems Corp.
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Attn: Ramesh Singh

GE Capital Retail Bank
c/o Recovery Management Systems Corp.
Attn: Ramesh Singh
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

American Express Bank, FSB
c/o Becket and Lee LLP
POB 3001
Malvern PA 19355 0701

Clark County Treasurer
Reference #138-19-818-006
500 S. Grand Central Pkwy
P.O. Box 551220
Las Vegas, NV 89155-1220

Ascension Capital Group, Inc.
Attn: BMW Bank of North America, Inc
P.O. Box 201347
Arlington, TX 76006

Nevada Department of Taxation
Bankruptcy Section
555 E. Washington Avenue, #1300
Las Vegas, NV 89101-1046

Stephanie L. Cooper, Esq.
THE COOPER CASTLE LAW FIRM
A Multi-Jurisdictional Law Firm
820 South Valley View Blvd.
Las Vegas, NV 89107

Dept. of Employment, Training & Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713-0002

Kristin A. Schuler-Hintz, Esq.
McCarthy & Holthus, LLP
9510 West Sahara Avenue, Ste. 110
Las Vegas, NV 89117

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711-0001

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

/s/ Janine Lee
Janine Lee

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

E-Filed: January 17, 2013

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC,)	
	)	Hearing date: March 5, 2013
Debtors.	)	Hearing time: 10:00 a.m.
)	

**FIRST AMENDED JOINT DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF
GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA
CHARLESTON FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

THE VOTING DEADLINE IS 5:00 P.M. PREVAILING PACIFIC TIME ON _____, 2013 (UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE).

TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE DEBTORS' COUNSEL, THE SCHWARTZ LAW FIRM, INC., 6623 LAS VEGAS BOULEVARD SOUTH, SUITE 300, LAS VEGAS, NEVADA, 89119, ATTN: SAMUEL A. SCHWARTZ, ESQ. MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED HERETO IS HIGHLY SPECULATIVE, AND SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING INVESTMENT DECISIONS WITH RESPECT TO THE DEBTORS OR ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THESE CHAPTER 11 CASES.

PRESERVATION OF AVOIDANCE ACTIONS UNDER THE PLAN:

IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN, AND IN DETERMINING WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN, CREDITORS AND INTEREST HOLDERS (INCLUDING PARTIES THAT RECEIVED PAYMENTS FROM THE DEBTORS WITHIN NINETY (90) DAYS PRIOR TO THE PETITION DATE) SHOULD CONSIDER THAT A CAUSE OF ACTION MAY EXIST AGAINST THEM, THAT THE PLAN PRESERVES ALL CAUSES OF ACTION AND THAT THE PLAN AUTHORIZES THE REORGANIZED DEBTORS TO PROSECUTE THE SAME.

IMPORTANT INFORMATION FOR YOU TO READ

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF GO GLOBAL, INC., CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE TO HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO

BE ACCURATE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THE SECURITIES DESCRIBED HEREIN WILL BE ISSUED TO CREDITORS WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY SIMILAR FEDERAL, STATE OR LOCAL LAW, AND WILL INSTEAD RELY UPON THE EXEMPTIONS SET FORTH IN SECTION 1145 OF THE BANKRUPTCY CODE TO THE MAXIMUM EXTENT PERMITTED AND APPLICABLE. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ANY SECURITIES PURSUANT TO THE PLAN CONSULT THEIR OWN LEGAL COUNSEL CONCERNING THE SECURITIES LAWS GOVERNING THE TRANSFERABILITY OF ANY SUCH SECURITIES.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS' POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND EQUITY INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THIS DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE DEBTORS OR THE REORGANIZED DEBTORS MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN, BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE

BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED.

THE DEBTORS ARE GENERALLY MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF WHERE FEASIBLE, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DISCLOSURE STATEMENT WAS FILED. THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSIS OF THE TERMS OF THE PLAN IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. IMPORTANTLY, PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS HERETO, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL IN SECTION V HEREIN, "PLAN RELATED RISK FACTORS."

TABLE OF CONTENTS

I. BACKGROUND TO THESE CHAPTER 11 CASES.....	8
A. THE DEBTORS' HISTORY	8
B. EVENTS LEADING TO THE CHAPTER 11 FILING	8
II. EVENTS DURING THE CHAPTER 11 CASES.....	9
A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF	9
1. <i>Employment and Compensation of The Schwartz Law Firm, Inc.</i>	9
2. <i>Stabilizing Operations</i>	9
C. OTHER EVENTS DURING THE CHAPTER 11 CASES	11
1. <i>Establishment of the Claims Bar Date</i>	11
C. REORGANIZATION STRATEGY	11
III.SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS	12
Purpose of the Plan of Reorganization	12
Unclassified Claims	12
Administrative Claims	12
Priority Tax Claims	13
Priority Non-Tax Claims	15
General Unsecured Claims	15
Equity Interests of the Debtors	16
A. MEANS FOR IMPLEMENTATION OF THE PLAN.....	16
1. <i>General Settlement of Claims</i>	16
2. <i>Restructuring Transactions</i>	16
3. <i>Vesting of Assets in the Reorganized Debtors</i>	16
4. <i>New Equity Interests</i>	17
B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	17
1. <i>Assumption and Rejection of Executory Contracts and Unexpired Leases</i>	17
(a) Assumption of Executory Contracts and Unexpired Leases.....	17
(b) Approval of Assumptions.....	18
(c) Assignment of Executory Contracts or Unexpired Leases	18
(d) Rejection of Executory Contracts or Unexpired Leases	18
2. <i>Claims on Account of the Rejection of Executory Contracts or Unexpired Leases</i>	18
3. <i>Cure of Defaults for Assumed Executory Contracts and Unexpired Leases</i>	19
4. <i>Contracts and Leases Entered into After the Petition Date</i>	19
C. PROVISIONS GOVERNING DISTRIBUTIONS.....	19
1. <i>Distributions for Claims Allowed as of the Effective Date</i>	19
2. <i>Distributions on Account of Claims Allowed After the Effective Date</i>	19
(a) Rejection of Executory Contracts or Unexpired Leases	19
(b) Special Rules for Distributions to Holders of Disputed Claims.....	19
3. <i>Delivery and Distributions and Undeliverable or Unclaimed Distributions</i>	20
(a) Record Date for Distributions	20
(b) Special Rules for Distributions to Holders of Disputed Claims.....	20
(c) Distributions by Distribution Agent	20
(d) Minimum Distributions.....	21
(e) Undeliverable Distributions	21
4. <i>Compliance with Tax Requirements/Allocations</i>	22

5.	<i>Timing and Calculation of Amounts to be Distributed</i>	22
6.	<i>Setoffs</i>	22
D.	PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	22
1.	<i>Resolution of Disputed Claims</i>	22
(a)	Allowance of Claims	22
(b)	Prosecution of Objection to Claims	23
(c)	Claims Estimation	23
(d)	Expungement or Adjustment of Claims	23
(e)	Deadline to File Objections to Claims	23
2.	<i>Disallowance of Claims</i>	23
3.	<i>Amendment to Claims</i>	24
E.	CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	24
1.	<i>Conditions Precedent to Confirmation</i>	24
2.	<i>Conditions Precedent to Consummation</i>	24
3.	<i>Waiver of Conditions</i>	25
4.	<i>Effect of Non-Occurrence of Conditions to Consummation</i>	25
F.	SETTLEMENT, RELEASE AND RELATED PROVISIONS	25
1.	<i>Compromise and Settlement</i>	25
2.	<i>Preservation of Rights of Action</i>	25
(a)	Maintenance of Causes of Action	25
(b)	Preservation of All Causes of Action Not Expressly Settled or Released	25
G.	BINDING NATURE OF THE PLAN	26
IV.	CONFIRMATION AND CONSUMMATION PROCEDURES	26
A.	SOLICITATION OF VOTES	26
B.	CONFIRMATION PROCEDURES	26
1.	<i>Confirmation Hearing</i>	26
2.	<i>Confirmation Hearing Notice</i>	26
3.	<i>Filing Objections to the Plan</i>	26
C.	STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN	27
1.	<i>Best Interests of Creditors Test/Liquidation Analysis</i>	28
2.	<i>Feasibility</i>	28
3.	<i>Acceptance by Impaired Classes</i>	29
4.	<i>Confirmation Without Acceptance by All Impaired Classes</i>	29
5.	<i>No Unfair Discrimination</i>	29
6.	<i>Fair and Equitable Test</i>	29
D.	CONSUMMATION OF THE PLAN	30
V.	PLAN-RELATED RISK FACTORS	30
A.	CERTAIN BANKRUPTCY LAW CONSIDERATIONS	31
1.	<i>Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests</i>	31
2.	<i>The Debtors May Fail to Satisfy the Vote Requirement</i>	31
3.	<i>The Debtors May Not Be Able to Secure Confirmation of the Plan</i>	31
4.	<i>Nonconsensual Confirmation of the Plan May be Necessary</i>	31
5.	<i>The Debtors May Object to the Amount or Classification of a Claim</i>	32
6.	<i>Risk of Non-Occurrence of the Effective Date</i>	32
7.	<i>Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan</i>	32

B.	RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN	32
1.	<i>The Debtors' Members Will Control the Reorganized Debtors</i>	32
C.	RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS	32
1.	<i>The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed</i>	32
2.	<i>Financial Projections and Other Forward Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a result, Actual Results May Vary</i>	32
D.	DISCLOSURE STATEMENT DISCLAIMERS	33
1.	<i>The Information Contained Herein Is for Soliciting Votes Only</i>	33
2.	<i>This Disclosure Statement Was Not Approved by the Securities and Exchange Commission</i>	33
3.	<i>The Disclosure Statement Contains Forward Looking Statements</i>	33
4.	<i>No Legal or Tax Advice is Provided to You by this Disclosure Statement</i>	33
5.	<i>No Admissions Are Made by this Disclosure Statement</i>	33
6.	<i>No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections</i>	34
7.	<i>Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets</i> 34	
8.	<i>The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors</i>	34
9.	<i>The Potential Exists for Inaccuracies, and the Debtors have no Duty to Update</i>	34
10.	<i>No Representations Made Outside of the Disclosure Statement Are Authorized</i>	34
VI.	ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN	34
A.	LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE	34
B.	FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION	35
VII.	RETENTION OF JURISDICTION	35
VIII.	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	36
A.	CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	36
B.	IN GENERAL	37
C.	U.S. HOLDERS OF CLAIMS	37
D.	NON-U.S. HOLDERS OF CLAIMS	38
E.	IMPORTANCE OF OBTAINING PROFESSIONAL TAX ASSISTANCE	38
IX.	GLOSSARY OF DEFINED TERMS	38
X.	RECOMMENDATION	44

I. BACKGROUND TO THESE CHAPTER 11 CASES

A. THE DEBTORS' HISTORY¹

The Debtors in these Chapter 11 cases consist of: (i) Carlos and Christine Huerta, husband and wife (the "**Huertas**"); (ii) Go Global, Inc. ("**Go Global**"); (iii) Charleston Falls, LLC ("**Charleston Falls**"); and HPCH, LLC ("**HPCH**"). The Huertas own 100% of Go Global, and Carlos Huerta is Go Global's President. Charleston Falls is a Nevada limited liability company, which is majority owned and managed by Go Global. HPCH is a Nevada limited liability company which is owned wholly by Carlos Huerta. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global is a successful investment based real estate development company which was established in 1997 by Carlos Huerta. Go Global focuses on the western United States and has developed commercial and industrial properties in Texas, Florida, Nevada, Idaho and California. Go Global has both individual and corporate investors from New York, Florida, California, Nevada, China, Greece, Israel, Mexico and England. HPCH is one of Mr. Huerta's ventures and owns title to the real property location of his principal office, which location is shared by Go Global.

Go Global has primarily focused on raising capital in the role of a financier and then taking real estate assets that may need some entitlements and re-marketing, then, through Go Global, are positioning of the asset(s), in a more positive light is implemented, by adjusting their use, finding the highest and best use(s), and/or looking for the right time to sell an asset when the market conditions are optimal. Go Global has historically tried to hold assets for short periods of time and focus on internal rates of return to its investors. Go Global has provided returns in excess of 100% on several different occasions and met returns of 17% throughout most of its existence. Go Global and/or Huerta still hold several different business interests and real estate-related interests that will be well-positioned for sale in the future and many of these have substantial equity in them.

B. EVENTS LEADING TO THE CHAPTER 11 FILING

The Debtors' bankruptcy filing was primarily the result of the improper and unauthorized actions of Hugo Paulson ("**Paulson**"), a former business associate of the Debtors, whereby Paulson and certain of Paulson's entities divested the Debtors of several millions of dollars of assets, business income/profits, and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors' assets improperly transferred by Paulson and to Paulson himself and/or his wholly-controlled entities. HPCH's own inability to remain current on its obligations, likewise, was a collateral result of Paulson's and his team's and bank's actions and the decline in revenues realized by the Debtors.

As a result of the foregoing, on March 18th, 2010, Carlos and Christine Huerta filed their voluntary petition for relief under Chapter 13 of the Bankruptcy Code. On April 9, 2010, the Huertas' bankruptcy was converted to a Chapter 11 case. On March 23, 2010, Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On October 31, 2011, Charleston Falls filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. On December 2, 2012 HPCH filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. All of the Debtors' bankruptcy cases are now jointly administered with Go Global, Inc., Case No. 10-14804-BAM as the lead case.

¹All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article X herein, titled "Glossary of Key Terms." To the extent that a definition of a term in the text of this Disclosure Statement and the definition of such term in the "Glossary of Key Terms" is inconsistent, the definition in the "Glossary of Key Terms" shall control.

II. EVENTS DURING THE CHAPTER 11 CASES

A. FIRST DAY MOTIONS AND CERTAIN RELATED RELIEF

On or around the March 23, 2010, in addition to filing their voluntary petitions for relief, the Debtors also filed various motions (collectively, the “**First Day Motions**”) with the Bankruptcy Court. The Bankruptcy Court entered several orders to, among other things, (i) prevent interruptions to the Debtors’ businesses, (ii) ease the strain on the Debtors’ relationships with certain essential constituents, such as utility providers, (iii) allow for joint administration of the Debtors’ Chapter 11 Cases, and (iv) allow the Debtors to retain bankruptcy counsel to assist them with the administration of the Chapter 11 Cases (each, a “**First Day Order**”).

1. Employment and Compensation of The Schwartz Law Firm, Inc.

To assist the Debtors in carrying out their duties as debtors in possession and to represent their interests in the Chapter 11 Cases, the Bankruptcy Court entered orders authorizing the Debtors to retain and employ The Schwartz Law Firm, Inc. as the Debtors’ bankruptcy counsel.

2. Stabilizing Operations

Recognizing that any interruption of the Debtors’ businesses, even for a brief time, would negatively impact their operations, revenues and profits, the Debtors filed other First Day Motions and the Bankruptcy Court entered corresponding First Day Orders to help facilitate the Debtors’ seamless transition into bankruptcy.

3. Joint Administration

In order to reduce the administrative costs of prosecuting three separate chapter 11 bankruptcy cases, the Debtors filed motions to jointly administer their chapter 11 cases. On April 5, 2010, the Court entered an order directing joint administration of the Huerta and Go Global bankruptcy cases. On December 6, 2011, the Court entered an order directing joint administration of the Charleston Falls bankruptcy case with the Huerta and Go Global bankruptcy cases. On June 8, 2012, the Court entered an order directing joint administration of the HPCB bankruptcy case with the three other bankruptcy cases - Charleston Falls, Huerta, and Go Global cases.

B. LITIGATION

1. The Waterstone/Dischargeability Adversary

On June 19, 2009, prior to the filing of the Debtors’ bankruptcy cases, Paulson filed a complaint against Debtors Go Global and the Huerta in the Second Judicial District Court of Washoe County, Nevada, Case No. CV09-01910, entitled Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta and Go Global, Inc. On June 15, 2010, the preceding action was removed to the Bankruptcy Court as an adversary proceeding and captioned Hugo R. Paulson, individually and as Trustee of Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual; Go Global, Inc., A Nevada Corporation – Adv. Pro. No. 10-01207-BAM (the “**Waterstone Adversary**”). The Waterstone Adversary involved a condominium project investment in Washoe County, Nevada, whereby Paulson sought recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC. Huerta had invested \$2 million of his own capital and also invested an additional \$1 million that Paulson took from his own IRA and wanted Huerta to invest, because Paulson wasn’t able to invest it directly or else be subject to huge tax penalties.

On July 19, 2010, Paulson filed a complaint in the Bankruptcy Court against the Huertas captioned Hugo R. Paulson, individually and as Trustee of the Hugo R. Paulson SEP IRA v. Carlos Huerta, an individual, and Christine H. Huerta, an individual – Adv. Pro. No. 10-01286-BAM (the “**Dischargeability Adversary**”) seeking to determine that any recovery obtained by Paulson, if any, in the Waterstone Adversary is non-dischargeable in the Chapter 11 cases.

On September 13, 2010, the Court consolidated the Waterstone Adversary and the Dischargeability Adversary under Adv. Pro. No. 10-01286-BAM (collectively, the “**Joined Adversary**”). The Debtors denied any

wrongdoing with respect to the Joined Adversary, and believed that Paulson is not entitled to any recovery with respect to the Waterstone Adversary, and, in any event, any recovery sought by Paulson is dischargeable. From April 27, 2011, to April 29, 2011, this Court held the trial for the Joined Adversary. On August 31, 2011, this Court entered its judgment and findings of fact and conclusions of law. See Adv. Pro. No. 10-01286-BAM, Docket Nos. 72-73. Specifically, while Paulson sought damages in excess of \$4 million, the Court entered judgment for roughly \$1 million, which amounted to the loan that Paulson provided to Go Global. More importantly, the entire sum is deemed dischargeable, by way of Go Global's Chapter 11 filing.

2. The Mount Charleston Lodge Adversary

Shortly before the filing of the Go Global and Huerta cases, Charleston Falls owned roughly 34% of the membership interests within Mt. Charleston View, LLC ("**View**"), which is the entity that Paulson fraudulently divested Charleston Falls' ownership interests out of, in March 2010.

On September 3, 2010, the Debtors commenced an adversary proceeding in this Court, against Paulson, Azure Seas, LLC and Azure Seas Holdings, LLC, captioned Carlos A. Huerta, an individual, and Go Global, Inc., a Nevada Corporation, v. Hugo R. Paulson, an individual, Azure Seas, LLC, a Nevada limited liability company, and Azure Seas Holdings, LLC, a Nevada limited liability company – Adv. Pro. No. 10-01334- BAM (the "**Mt. Charleston Adversary**"). The Mt. Charleston Adversary involves, among other things, the wrongful transfer to, and take over by, Paulson and Paulson's entities of the Debtors' assets, including (i) the transfer of the Debtors' membership interests in Pecan Street Plaza, LLC to the Paulson 2005 Trust or Azure Seas Holdings, LLC, (ii) the dissolution of McCarran Development, LLC ("**MCD**"), of which the Debtors owned 30%, and the retention by Paulson of the land which was to be transferred to MCD, but never was, (iii) the divestiture of the Debtors' interest in the Mt. Charleston lodge operations and development located in Las Vegas and (iv) the divestiture of the Debtors' interests within Mt. Charleston View, LLC for a payment of \$10.00 to the Debtors, even though the Debtors interest in View is estimated to be worth in excess of \$2.5 million

Specifically, among other things, the Mt. Charleston Adversary sought the avoidance of preferential transfers under section 547 of the Bankruptcy Code, the avoidance of fraudulent transfers under sections 544 and 548 of the Bankruptcy Code and the recovery of property or its value for the Debtors' estates under section 550 of the Bankruptcy Code, a finding that the obligation(s) owed by a Manager or Member with respects to his fiduciary duties of loyalty is conduct subject to damages and violations of NRS 225.084(1).

This Court held the trial for the Mt. Charleston Adversary between March 2012, and May 2012. Recently, on November 2, 2012, this Court entered a 79-page Memorandum Decision After Trial (the "**Decision**") and related judgment (the "**Judgment**"), in favor of the Debtors and awarded them the gross sum of \$5,579,656.71 plus pre-judgment and post judgment interest against Paulson and his related entities. See Adversary Case No. 10-01334-BAM, Docket Nos. 219 and 220. The Debtors intend on using the assets and/or funds recovered from the Judgment to, in part, fund distributions to creditors under the Plan.

As a response to the Decision and Judgment, on November 16, 2012, Paulson and his related entities each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (collectively, the "**Paulson Bankruptcy Cases**"). The Debtors are the largest creditors in the Paulson Bankruptcy Cases and are currently prosecuting their claims in those cases.

Finally, Paulson and his related entities each appealed the Decision and Judgment (the "**Paulson Appeal**") to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Paulson Appeal is currently pending and the Debtors will be defending the Paulson Appeal.

3. The Civil Conspiracy Lawsuit

On July 5, 2012, the Debtors, after learning via the Mount Charleston Adversary that Paulson conspired with others during his divestiture of assets, the Debtors, filed claims for civil conspiracy against the other alleged conspirators (Nevada State Bank, Zions Bancorporation, and Serl Keefer CPAs in the Eighth Judicial District Court, Clark County, Nevada entitled Huerta, et al. v. Nevada State Bank, Serl Keefer & Welter, CPAs, et al., Case No. A-12-664823("the **State Court Action**"). The Debtors seek recovery from those parties due to their roles in the

fraudulent conveyance of assets and monies from the Debtors. Any recoveries from the State Court Action will be used to fund distributions to creditors under the Plan.

4. The DeArmas Adversary

On June 21, 2011, Debtors Carlos and Christine Huerta filed a complaint against Daniel DeArmas, an individual, captioned Carlos A. Huerta and Christine H. Huerta v. Daniel DeArmas, Adv. Pro. No. 11-01157-BAM (the “**DeArmas Adversary**”). Through the DeArmas Adversary, the Huertas seek recovery for the collection of monies owed by DeArmas to the Huertas in the amount of nearly \$300,000.00. Subsequently thereafter, DeArmas filed a voluntary petition for bankruptcy protection under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Maryland. Due to the resources necessary to pursue Mr. DeArmas and the likelihood of success, it was determined that Debtors would discontinue their efforts to recoup the monies owed.

5. The Savino Litigation

On November 23, 2009, a complaint was filed by Paulson, as trustee of the Hugo R. Paulson SEP IRA, against the Debtors, Anthony Savino (“**Savino**”), an individual, and Datasource, LLC (“**Datasource**”), a Nevada Limited Liability Company, in District Court, Clark County, Nevada, Case No. A-09-604085C, for the collection of \$926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. The action has been stayed against the Debtors pursuant to section 362 of the Bankruptcy Code but continued with respect to Savino and Datasource. On July 5, 2012 the State Court determined that Savino and Datasource were not liable for the causes of actions brought forth by the Plaintiffs, and awarded Mark Simons, Esq. attorney’s fees and costs. Currently, the Debtors are seeking relief from the Paulson Bankruptcy Cases to complete the Savino litigation and file some of the final motions necessary in order to conclude that matter.

C. OTHER EVENTS DURING THE CHAPTER 11 CASES

1. Establishment of the Claims Bar Date

The Bankruptcy Court issued the Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines, establishing the following dates as the respective Claims Bar Dates for filing proofs of claim:

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	10/6/2012
Go Global, Inc.	8/4/2010	9/19/2010
Charleston Falls, LLC	2/29/2012	4/28/2012
HPCH, LLC	3/1/2012	4/30/2012

D. REORGANIZATION STRATEGY

The Debtors focused on developing and executing a reorganization strategy to: (a) maximize the value of their Estates; (b) address the factors that led to the bankruptcy filing; and (c) enable the Debtors to pay their creditors as they emerge from chapter 11. Specifically, this reorganization strategy is primarily (though not exclusively) focused on pursuing the sale or refinancing of the Debtors’ assets and business operations, in order to pay the Debtors’ creditors. Being that the Debtors’ training and expertise is in the field of real estate, the plan will be one that will implement careful forethought and years of experience. Needless to say, having the Debtors shed themselves of the Paulson/Mt. Charleston “takings” and the correlating litigation related to them, the working environment should vastly improve for the Debtors as they work the ongoing management of the real estate portfolio they hold versus having to do so under the strain of massive litigation stressors and pressures.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

THIS SECTION III IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE MATERIAL TERMS OF THE PLAN AND IS QUALIFIED BY REFERENCE TO THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS SECTION III AND THE PLAN, THE TERMS AND CONDITIONS SET FORTH IN THE PLAN SHALL GOVERN.

Purpose of the Plan of Reorganization

As required by the Bankruptcy Code, the Plan, a copy of which is attached hereto as **Exhibit A**, places Claims in separate Classes and describes the treatment each Class will receive. The Plan also states whether each Class of Claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

Unclassified Claims

Certain types of Claims are automatically entitled to specific treatment under the Bankruptcy Code. They are not considered impaired, and Holders of such Claims do not vote on the Plan. These Creditors may object, however, if in such Claim Holder's view, the treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Debtors did *not* place the following Claims in any Class:

Administrative Claims

Administrative Claims are Claims for the costs or expenses of administering the Debtors' Chapter 11 Cases which are Allowed under section 507(a)(2) of the Bankruptcy Code. Administrative Claims also include the expenses for the value of any goods or services sold to the Debtors in the ordinary course of business. The Bankruptcy Code requires that all Administrative Claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated Administrative Claims and their proposed treatment under the Plan:

<u>TYPE</u>	<u>ESTIMATED AMOUNT OWED</u>	<u>PROPOSED TREATMENT</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	Current as of the date of filing of the Disclosure Statement.	Paid in full on the Effective Date of the Plan, or according to terms of obligation if later.
Professional Fees, as approved by the court	\$600,000.00	Paid in full on the Effective Date of the Plan.
Vendor Fees	\$0.00	Paid in full on or before the Effective Date of the Plan.
U.S. Trustee Fees	\$15,000.00	Paid in full on or before the Effective Date of the Plan.
TOTAL	\$615,000.00	

The Debtor(s) anticipate objecting to any administrative claims submitted by Anthem Forensics and/or Joe Leauanae (collectively "Anthem") as the Debtors believe that neither delivered anywhere near the

services that they promised and Debtor(s) were left with no choice but to find a different expert to fulfill the work that Debtor(s) requested from Anthem. Debtors, prior to moving to another firm, repeatedly implored Anthem to complete the work in a satisfactory and complete manner, but Anthem refused to comply. The Debtors believe that Anthem should not receive payment due to these omissions.

Priority Tax Claims

Priority Tax Claims are unsecured income, employment and other taxes described by section 507(a)(8) of the Bankruptcy Code. Unless the Holder of such a section 507(a)(8) Priority Tax Claim agrees otherwise, it must receive the present value of such Claim, in regular installments paid over a period not exceeding 5 years from the Petition Date. As of the date of this Disclosure Statement, the Debtors do not have any Priority Tax Claims.

Secured Claims

Classes 1 through 2 shall be the Secured Claims of the Debtors' creditors, which shall comprise of the Debtors' secured unimpaired claims and secured impaired claims. Classes 1 and 2 are each subdivided, which Claims shall be treated as follows.

Class #	Description	Impairment	Treatment
Class 1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Paid in full in accordance with the terms of the underlying loan documents
Class 1(b)	Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 8767 N. U.S. Highway 301, Wildwood, Florida, Loan Number: xxxxxxx1166-2	Unimpaired	Paid in full in accordance with the terms of the related note and mortgage by The Villages, LLC.
Class 1(c)	Secured Claim of Chase Home Finance, LLC against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, Loan Number: xxxxxx7905	Unimpaired	Paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtors' surrendering of the property to Chase Home Finance, LLC.
Class 1(d)	Secured Claim of Zions Bank against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, Loan Number: xxxxxx9001	Unimpaired	Paid in full in accordance with the terms of the related note and mortgage.

Class 2(a)	Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120	Impaired	Subject to setoff under 11 U.S.C. § 533 for any recoveries against Nevada State Bank in the State Court Action, paid based on the allowed principal amount of its claim, payable over 8 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 4.75%. Any amounts due and owing after 8 years shall be payable in one lump sum.
Class 2(b)	Secured Claim of Nationstar Mortgage, LLC against the Debtors' property located at 908 Harold Drive, Unit 22, Incline Village, Nevada 89451, Loan Number: xxxx3713	Impaired	Paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties and filed with the Court, Docket No. 423,
Class 2(c)	Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134, Loan Number: xxxxxx4820	Impaired	Paid as agreed by the parties in that certain stipulation filed with the court, Docket no. 329, by the Debtors' surrendering of the property to Wells Fargo Bank, N.A.
Class 2(d)	Secured Claim of the Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins Association, APN 129-36-101-009, Loan Number: xxxxxx1129	Impaired	Paid the allowed amount of its claim, amortized at 1.0% over 30 years with interest-only payments for years 1 through 7, and in accordance with all other terms of its related note and mortgage.
Class 2(e)	Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, Loan Number: xxxx6255	Impaired	Paid the allowed amount of its claim as agreed by the parties in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-1446-BAM).
Class 2(f)	Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, Loan Number: xxxxx1998	Impaired	Paid in the amount equal to \$15,000.00, amortized over 20 years, with a 1-year maturity (balloon payment after the 12th monthly payment) at an interest rate of 3.0% per annum.

Priority Claims

Class 3 shall include certain priority Claims that are referred to in sections 507(a)(1), (4), (5), (6) and (7) of the Bankruptcy Code and is Unimpaired. The Bankruptcy Code requires that each Holder of such a Claim receive Cash on the Effective Date of the Plan equal to the Allowed amount of such Claim. A Class of Holders of such Claims, however, may vote to accept different treatment. As of the date of this Disclosure Statement, the Debtors do not have any Priority Claims.

Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

Class 4 shall include the allowed unsecured claims of Hugo R. Paulson against the Debtors, which shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the “**Paulson Group**”) obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam). As the Debtors’ Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment. Accordingly, the Paulson Group’s claims are impaired and the Paulson Group shall have the right to vote to accept or reject the Debtors’ Plan. The Debtors hereby reserve the right to object to all or a portion of the Paulson Group’s claims against the Debtors, including but not limited to any claim amounts based on the Savino Litigation.

Allowed Unsecured Claims of Nevada State Bank

Class 5 shall include the allowed unsecured claims of Nevada State Bank against the Debtors, which shall be paid, subject to any right of setoff and/or recoupment that the Debtors may have against Nevada State Bank from recoveries obtained in the State Court Action, in full from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Payments to the allowed unsecured claims of Nevada State Bank will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group.

General Unsecured Claims

General Unsecured Claims are not secured by property of the Estate and are not entitled to priority under section 507(a) of the Bankruptcy Code.

The following chart identifies the Plan’s proposed treatment of Class Number 5, which contains the General Unsecured Claims against the Debtors:

Class #	Description	Impairment	Treatment
Class 6	General Unsecured Claims	Impaired	Allowed general unsecured claims shall receive, in full and final satisfaction of such allowed Class 6 claims, 100% of their allowed principal claims, which shall be paid out of the Debtors’ recoveries from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment Against the Paulson Group.

If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5 year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as allowed in Section 1129(a)(15) of the Bankruptcy Code.

Equity Interests of the Debtors

Equity Interest Holders are parties who hold an ownership interest (i.e., equity interest) in the Debtors and are classified here in Class 7. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company, the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the debtor is the equity interest holder.

In this case, Carlos and Christine Huerta are individuals, and their equity interests will be unimpaired by the Plan. Upon the Effective Date of the Plan, the corporate Debtors' principals and managing members will be retaining their Equity Interests under the Plan, as all secured and unsecured claims may be receiving the full amount of their allowed claims under the Plan.

A. MEANS FOR IMPLEMENTATION OF THE PLAN

1. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in consideration for the classification, distributions, releases and other benefits provided under the Plan, and as a result of arm's-length negotiations among the Debtors and other parties in interest, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

2. Restructuring Transactions

Prior to, on or after the Effective Date, and pursuant to the Plan, the Debtors and the Reorganized Debtors shall enter into the restructuring transactions (the "**Restructuring Transactions**") and shall take any actions as may be necessary or appropriate to affect a restructuring of their businesses or the overall organizational structure of the Reorganized Debtors. The Restructuring Transactions shall include one or more sales, mergers, consolidations, restructurings, conversions, dissolutions, transfers or liquidations as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate. As of the date hereof, the actions to effect the Restructuring Transactions may include:

- the prosecution and resolution of the Decision and Judgment in the Paulson Bankruptcy Cases;
- the defense of the Decision and Judgment in the Paulson Appeal;
- the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree;
- the filing of appropriate certificates or articles of formation, reformation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and
- all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with the Restructuring Transactions.

3. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, any sale of the Debtors' Assets or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estate (including, without limitation, Causes of Action) and any property acquired by the Debtors pursuant to the Plan, shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided in the Plan and any sale all or a portion of the Debtors' Assets, on and after the Effective Date, the Reorganized

Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that they incur after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

4. New Equity Interests

On the Effective Date, the Reorganized Debtors shall issue the New Equity Interests to the Debtors' members pursuant to the terms set forth in the Plan. The New Equity Interests shall represent all of the Equity Interests in the Reorganized Debtors as of the Effective Date.

5. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Assumption and Rejection of Executory Contracts and Unexpired Leases

(a) Assumption of Executory Contracts and Unexpired Leases

Subject to the right of the Reorganized Debtors to elect to reject any Executory Contract or Unexpired Lease as to which there is an objection to the proposed cure, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- is the subject of a motion to reject pending as of the Effective Date;
- is listed on the schedule of "Rejected Contracts and Unexpired Leases" in the Plan Supplement; or
- is otherwise rejected pursuant to the Plan.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s) reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 as well as the Park City HOA and Sweetwater Lodge Timeshare Unit #PCLL-74 contract #'s 8626 and 8627, 1255 Empire Avenue, Park City, Utah 84060 with a mailing address of: 23807 Alison Creek Road, Laguna Niguel, CA 92677.

(b) Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

(c) Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (i) list the applicable cure amount, if any; (ii) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (iii) describe the procedures for filing objections thereto; and (iv) explain the process by which related disputes will be resolved by the Bankruptcy Court. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors and their counsel at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

(d) Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

2. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors or the Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be

forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan.

3. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall file with the Bankruptcy Court and serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (a) list the applicable cure amount, if any; (b) describe the procedures for filing objections thereto; and (c) explain the process by which related disputes will be resolved by the Bankruptcy Court.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code, shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If the Bankruptcy Court sustains an objection to a Cure Claim, the Reorganized Debtors in their sole option, may elect to reject such Executory contract or unexpired lease in lieu of assuming it.

4. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by the Debtors, including any Executory Contracts and Unexpired Leases assumed by the Debtors, will be performed by the Debtors or Reorganized Debtors in the ordinary course of their businesses. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

C. PROVISIONS GOVERNING DISTRIBUTIONS

1. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the Effective Date on or as soon as practicable after the Initial Distribution Date; provided, however, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date shall commence on the Effective Date.

2. Distributions on Account of Claims Allowed After the Effective Date

(a) Rejection of Executory Contracts or Unexpired Leases

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim.

(b) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding anything in the Plan to the contrary, and except as otherwise agreed to by the relevant parties, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that

there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims pursuant to Article VIII of the Plan.

3. Delivery and Distributions and Undeliverable or Unclaimed Distributions

(a) Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

(b) Special Rules for Distributions to Holders of Disputed Claims

Except as otherwise provided in the Plan, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and provided further, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

(c) Distributions by Distribution Agent

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required under the Plan. As a condition to serving as a Distribution Agent, a Distribution Agent must (i) affirm its obligation(s) to facilitate the prompt distribution of any documents, (ii) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan and (iii) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan that are to be distributed by such Distribution Agent.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud and/or reckless, intentional or

willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

(d) Minimum Distributions

Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than \$10.00 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (i) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has an economic value less than \$10,000.00, unless such distribution is a final distribution; or (ii) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than \$10.00, which shall be treated as an undeliverable distribution under Article VII.C. of the Plan.

(e) Undeliverable Distributions

Holding of Certain Undeliverable Distributions. If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or the Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or the Distribution Agent) is notified in writing of such Holder's then current address, at which time all currently due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C. of the Plan, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

Failure to Claim Undeliverable Distributions. No later than 210 days after the Effective Date, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases remain open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim, shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash or Equity Interest held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

Failure to Present Checks. Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto.

Nothing contained in the Plan shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

4. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding anything in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

5. Timing and Calculation of Amounts to be Distributed

On the Initial Distribution Date with respect to each Class (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class; provided, however, that distributions on account of General Unsecured Claims that become Allowed Claims before the Effective Date maybe paid on the Effective Date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the applicable class treatment or in Article VI of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

6. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided in the Plan.

D. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

1. Resolution of Disputed Claims

(a) Allowance of Claims

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Case allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

(b) Prosecution of Objection to Claims

After the Confirmation Date but before the Effective Date, the Debtors, and after the Effective Date until the Claims Objection Bar Date, the Reorganized Debtors shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court. With respect to all Tort Claims, an objection is deemed to have been Filed timely, thus making each such Claim a Disputed Claim as of the Claims Objection Bar Date. Each such Tort Claim shall remain a Disputed Claim unless and until it becomes an Allowed Claim.

(c) Claims Estimation

After the Confirmation Date, but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate (i) any Disputed Claim pursuant to applicable law and (ii) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection.

Notwithstanding anything in the Plan to the contrary, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court.

(d) Expungement or Adjustment of Claims

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(e) Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

2. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under sections 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is

liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (b) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (A) THE CONFIRMATION HEARING AND (B) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

3. Amendment to Claims

On or after the Effective Date, except as otherwise provided in the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

E. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

1. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that all provisions, terms and conditions set forth in the Plan are approved in the Confirmation Order.

2. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article VIII of the Plan:

- The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.
- The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, are authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.
- All documents and agreements necessary to implement the Plan shall have (a) been tendered for delivery and (b) been affected or executed. All conditions precedent to all such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.
- All actions, documents, certificates and agreements necessary to implement the Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

3. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in Article **IX** of the Plan may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

4. Effect of Non-Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

F. SETTLEMENT, RELEASE AND RELATED PROVISIONS

1. Compromise and Settlement

Notwithstanding anything in the Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments under the Plan are to be considered having taken into account and conform to the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, sections 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all such rights described in the preceding sentence are settled, compromised and released pursuant to the Plan. The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are: (a) in the best interests of the Debtors, their estates and all Holders of Claims; (b) fair, equitable and reasonable; (c) made in good faith; and (d) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019.

In accordance with the provisions of the Plan and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (a) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Claims against it and (b) the Reorganized Debtors may, in their sole and absolute discretion, compromise and settle Causes of Action against other Entities.

2. Preservation of Rights of Action

(a) Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, whether existing as of the Petition Date or thereafter arising, in any court or other tribunal including, without limitation, in any adversary proceeding Filed in the Chapter 11 Cases.

(b) Preservation of All Causes of Action Not Expressly Settled or Released

Unless a Claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order,

except where such claims or Causes of Action have been expressly released in the Plan or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or codefendants in such lawsuits.

G. BINDING NATURE OF THE PLAN

THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (A) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASE OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

IV. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Solicitation of Votes

The process by which the Debtors will solicit votes to accept or reject the Plan is summarized in Disclosure Statement Motion.

PLEASE REFER TO THE PROCEDURES MOTION FOR MORE INFORMATION REGARDING VOTING REQUIREMENTS TO ENSURE THAT VOTES ARE PROPERLY AND TIMELY SUBMITTED SUCH THAT THEY ARE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN.

B. Confirmation Procedures

1. Confirmation Hearing

The Confirmation Hearing will commence at _____ prevailing Pacific Time on _____, 2013.

The Plan Objection Deadline is 5:00 p.m., prevailing Pacific Time on _____, 2013.

All Plan objections must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Plan Objection Deadline.

THE BANKRUPTCY COURT WILL NOT CONSIDER PLAN OBJECTIONS UNLESS THEY ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER.

2. Confirmation Hearing Notice

Following the Disclosure Statement Hearing, the Debtors will serve the Confirmation Hearing Notice on all of the Debtors' creditors, parties in interest and parties which have requested notice pursuant to Bankruptcy Rule 2002, which will contain, among other things, the Plan Objection Deadline, the Voting Deadline and the date that the Confirmation Hearing is scheduled to commence.

3. Filing Objections to the Plan

All objections, if any, must (a) be made in writing, (b) conform to the Bankruptcy Rules and the Local Rules for the District of Nevada and (c) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that they are **actually received** on or before the Plan Objection Deadline by each of the parties listed in the table below:

Name:	Contact Information:
Debtors' counsel	The Schwartz Law Firm, Inc. Attn: Samuel A. Schwartz, Esq. 6623 Las Vegas Blvd. South, Suite 300 Las Vegas, Nevada 89119 Fax: (702) 385-2741

C. STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (i) the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code; (ii) it has complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable Confirmation requirements of section 1129 of the Bankruptcy Code set forth below:

- The Plan complies with the applicable provisions of the Bankruptcy Code;
- The Debtors, as the Plan proponent, will have complied with the applicable provisions of the Bankruptcy Code;
- The Plan has been proposed in good faith and not by any means forbidden by law;
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment: (a) made before the Confirmation of the Plan is reasonable; or (b) is subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after Confirmation of the Plan;
- Either each Holder of an Impaired Claim has accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code, including pursuant to section 1129(b) of the Bankruptcy Code;
- Each Class of Claims that is entitled to vote on the Plan has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to section 1129(b) of the Bankruptcy Code;
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims and Other Priority Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable;
- At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class;
- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan, unless the Plan contemplates such liquidation or reorganization;
- The Debtors have paid the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court; and

- In addition to the filing fees paid to the clerk of the Bankruptcy Court, the Debtors will pay quarterly fees no later than the last day of the calendar month, following the calendar quarter for which the fee is owed in the Debtors' Chapter 11 Cases for each quarter (including any fraction thereof), to the Office of the U.S. Trustee, until the case is converted or dismissed, whichever occurs first.

1. Best Interests of Creditors Test/Liquidation Analysis

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors are liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the bankruptcy court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if the debtors' Chapter 11 Cases were converted to chapter 7 cases and the assets of such debtors' estates were liquidated; (b) determine the liquidation distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's liquidation distribution to the distribution under the plan that such holder would receive, if the plan were confirmed.

In chapter 7 cases, unsecured creditors and equity interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid fully or any such payment is provided for: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

Accordingly, the Cash amount that would be available for satisfaction of Claims (other than Secured Claims) would consist of the proceeds resulting from the disposition of the unencumbered assets of the Debtors, augmented by the unencumbered Cash held by the Debtors at the time of the commencement of the liquidation. Such Cash would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative and priority claims that may result from termination of the Debtors' businesses and the use of chapter 7 for purposes of liquidation.

The Debtors believe that confirmation of the Plan will provide each Holder of an Allowed Claim with a greater recovery than the value of any distributions if the Chapter 11 Cases was converted to a case under chapter 7 of the Bankruptcy Code because, among other reasons, the Debtors do not own any significant, tangible assets which could be liquidated. Specifically, the Debtors' intended management and eventual sale of many of its Assets will pay all creditors in full. Conversely, in a chapter 7 liquidation, the Debtors would be subject to the fees and expenses of a chapter 7 trustee, which would likely further reduce Cash available for distribution. In addition, distributions in chapter 7 cases may not occur for a longer period of time than distributions under the Plan, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds from liquidation could be delayed for a significant period, while the chapter 7 trustee and its advisors become knowledgeable about, among other things, the Chapter 11 Cases and the Claims against the Debtors. As set forth in the Liquidation Analysis, Holders of Equity Interests may not receive any recovery under a chapter 7 liquidation, so the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code with respect to such Classes.

2. Feasibility

Section 1129(a) (11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation is not likely to be followed by the liquidation of the Reorganized Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors have analyzed the ability of the Reorganized Debtors to meet their obligations under the Plan and to retain sufficient liquidity and capital resources to conduct its business.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a) (11) of the Bankruptcy Code. Therefore, confirmation is not likely to be followed by liquidation or the need for further

financial reorganization of the Debtors or any successor under the Plan. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or equity interests that is impaired under a plan, accept the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is “impaired” unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives Cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled to any fixed price at which the Debtors may redeem the security of.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan, only if two-thirds in amount and a majority in number voting actually cast their ballots in favor of acceptance.

Claims in Classes 2, 4, 5 and 6 are Impaired under the Plan, and as a result, the Holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the “fair and equitable test” to such Classes, and without considering whether the Plan “discriminates unfairly” with respect to such Classes, as both standards are described herein. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes entitled to vote on the plan have not accepted it, provided that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class’s rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent’s request, in a procedure commonly known as “cram down,” so long as the plan does not “discriminate unfairly” and is “fair and equitable” with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent for all such classes, but that such treatment be “fair.” In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class:

- Secured Claims. The condition that a plan be “fair and equitable” to a non-accepting class of secured claims includes the requirements that: (a) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtors or transferred to another entity under the plan; and (b) each holder of a secured claim in the class receives deferred Cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant’s interest in the Debtors’ property subject to the liens.
- Unsecured Claims. The condition that a plan be “fair and equitable” to a non-accepting class of unsecured claims includes the following requirement that either: (a) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.
- Equity Interests. The condition that a plan be “fair and equitable” to a non-accepting class of equity interests includes the requirements that either:
 - the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or
 - if the class does not receive the amount required in the paragraph directly above, no class of equity interests junior to the non-accepting class may receive a distribution under the plan.

To the extent that any of the Voting Classes vote to reject the Plan, the Debtors still reserve the right to seek (a) Confirmation of the Plan under section 1129(b) of the Bankruptcy Code and/or (b) modify the Plan in accordance with Article XIII. B. of the Plan.

The Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

D. CONSUMMATION OF THE PLAN

The Plan will be consummated on the Effective Date. For a more detailed discussion of the conditions precedent to consummation of the Plan and the impact of failure to meet such conditions, see Article IX of the Plan.

V. PLAN-RELATED RISK FACTORS

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THESE RISK FACTORS ARE MANY, THESE FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS’ BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.

A. CERTAIN BANKRUPTCY LAW CONSIDERATIONS

1. Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

2. The Debtors May Fail to Satisfy the Vote Requirement

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative Chapter 11 plan. There can be no assurance that the terms of any such alternative Chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, findings by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting Holders of Claims within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that the Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in Articles IV and IX of the Plan. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims would receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting Class, as well as any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation of the Plan May be Necessary

In the event that any impaired class of claims or equity interests does not accept a Chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not

discriminate unfairly” and is “fair and equitable” with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors and Reorganized Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any Holder of a Claim where such Claim is subject to an objection. Thus, any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

7. Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

B. RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN

1. The Debtors’ Members Will Control the Reorganized Debtors

Consummation of the Plan will result in the Huertas owning all of the Reorganized Debtors’ Equity Interests, thus giving the Huertas a controlling influence over the business and affairs of the Reorganized Debtors, if any.

C. RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS

1. The Financial Information Contained Herein is Based on the Debtors’ Books and Records and, Unless Otherwise Stated, No Audit Was Performed

The financial information contained in this Disclosure Statement has not been audited. In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to warrant or represent that the financial information contained herein and attached hereto is without inaccuracies.

2. Financial Projections and Other Forward Looking Statements Are Not Assured, Are Subject to Inherent Uncertainty Due to the Numerous Assumptions Upon Which They Are Based and, as a result, Actual Results May Vary

This Disclosure Statement contains various projections concerning the financial results of the Reorganized Debtors’ operations, including any financial projections, that are, by their nature, forward looking, and which projections are necessarily based on certain assumptions and estimates. Should any or all of these assumptions or estimates ultimately prove to be incorrect, the actual future experiences of the Reorganized Debtors may turn out to be different from the financial projections.

Specifically, the projected financial results contained in this Disclosure Statement reflect numerous assumptions concerning the anticipated future performance of the Reorganized Debtors, some of which may not materialize, including, without limitation, assumptions concerning: (a) the timing of Confirmation and Consummation of the Plan in accordance with its terms; (b) the anticipated future performance of the Reorganized Debtors, including, without limitation, the Debtors' ability to sell their Assets; (c) general business and economic conditions; and (d) overall performance and trends in the commercial real estate industry.

Due to the inherent uncertainties associated with projecting financial results generally, the projections contained in this Disclosure Statement will not be considered assurances or guarantees of the amount of funds or the amount of Claims that may be allowed in the various Classes. While the Debtors believe that the financial projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized.

D. DISCLOSURE STATEMENT DISCLAIMERS

1. The Information Contained Herein Is for Soliciting Votes Only

The information contained in this Disclosure Statement is for purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

2. This Disclosure Statement Was Not Approved by the Securities and Exchange Commission

This Disclosure Statement has not been filed with the Commission or any state regulatory authority. Neither the Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. The Disclosure Statement Contains Forward Looking Statements

This Disclosure Statement contains "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as "may," "expect," "anticipate," "estimate" or "continue" or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The liquidation analysis, distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

4. No Legal or Tax Advice is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

5. No Admissions Are Made by this Disclosure Statement

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Reorganized Debtors, Holders of Allowed Claims or Equity Interest or any other parties in interest.

6. No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors or the Reorganized Debtors, as applicable, (i) may seek to investigate, File and prosecute Claims and Equity Interests and (ii) may object to Claims after the Confirmation or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims or Objections to Claims.

7. Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets

The vote by a Holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Reorganized Debtors (or any party in interest, as the case may be) to object to that Holder's Allowed Claim, or recover any preferential, fraudulent or other voidable transfer or assets, regardless of whether any Claims or Causes of Action of the Debtors or its Estate are specifically or generally identified herein.

8. The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to the Debtors has relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to the Debtors has performed certain limited due diligence in connection with the preparation of this Disclosure Statement, it has not verified independently the information contained herein.

9. The Potential Exists for Inaccuracies, and the Debtors Have no Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors, nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

10. No Representations Made Outside of the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors, and the United States Trustee.

VI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Liquidation Under Chapter 7 of the Bankruptcy Code

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to a case under Chapter 7 of the Bankruptcy Code in which case, a trustee would be elected or appointed to liquidate the Debtors' assets. A discussion of the effect that a chapter 7 liquidation would have on the recovery of holders of Claims is set forth in Section IV.C. herein, titled "Statutory Requirements for Confirmation of the Plan." In performing the liquidation analysis, the Debtors have assumed that all Holders of Claims will be determined to have "claims" that are entitled to share in the proceeds from any such liquidation. The Debtors believe that liquidation under chapter 7 would

result in (i) smaller distributions being made to creditors than those provided for in the Plan because of the additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee, (ii) smaller distributions being made to creditors than those provided in the Plan because the Debtors' only real assets consist of its real property and the improvements thereon, which have less value in a forced liquidation, (iii) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation and from the rejection of unexpired leases and executory contracts in connection with the cessation of the Debtors' operations, and (iv) the potential failure to realize the greater, going-concern value of all of the Debtors' assets.

B. Filing of an Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors or any other party in interest could attempt to formulate a different plan of reorganization. Such a plan might involve either a reorganization and continuation of the Debtors' businesses or an orderly liquidation of their assets. During the negotiations prior to the filing of the Plan, the Debtors explored various alternatives to the Plan.

The Debtors believe that the Plan enables the Debtors to emerge from Chapter 11 successfully and expeditiously, and allows creditors to realize the highest recoveries under the circumstances. As compared to a liquidation under Chapter 7 of the Bankruptcy Code, a liquidation under Chapter 11 of the Bankruptcy Code, the assets of the Debtors would be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7, and a trustee need not be appointed. Thus, the administrative costs associated with a Chapter 11 liquidation are less than the costs associated with a Chapter 7 liquidation and creditors normally receive greater recoveries in a Chapter 11 liquidation than in a Chapter 7 liquidation.

VII. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which the Debtors or the Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising there from, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;
5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided however, that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A. and X.B. of the Plan;

12. resolve any cases, controversies, suits or disputes with respect to any injunctions or similar provisions contained in the Plan and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such injunctions and other provisions;

13. enter and implement such orders or take such other actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

14. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

15. enter an order concluding the Chapter 11 Cases.

VIII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS, ANY TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING TAX-RELATED PENALTIES UNDER THE IRC. TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING ANY ATTACHMENTS) IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED BY THE DISCLOSURE STATEMENT. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

A. Certain Federal Income Tax Consequences of the Plan

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to Holders of Allowed Claims. This summary is based on the Internal Revenue Code (the "IRC"), the U.S. Treasury Regulations promulgated there under, judicial authorities, published administrative positions of the Internal Revenue Service (the "IRS") and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. No rulings or determinations of the IRS or any other taxing authorities have been sought or obtained with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion is for general information only and does not purport to address all aspects of U.S. federal income taxation that may be relevant to Holders of Claims in light of their personal circumstances, nor does the

discussion deal with tax issues with respect to taxpayers subject to special treatment under the U.S. federal income tax laws (including, for example, banks, governmental authorities or agencies, pass-through entities, brokers and dealers in securities, insurance companies, financial institutions, tax-exempt organizations, small business investment companies or regulated investment companies). This discussion only addresses the tax consequences to Holders of Claims who have held such Claims as capital assets within the meaning of the IRC. No aspect of foreign, state, local or estate and gift taxation is addressed.

Importantly, the Debtors anticipate that the Restructuring Transactions will be exempt from taxation pursuant to Section 1146 of the Bankruptcy Code. Accordingly, little or no tax liability will accrue if the Plan is confirmed.

THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

B. In General

The U.S. federal income tax consequences of the distributions contemplated by the Plan to Holders of Claims will depend upon a number of factors. The character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provided thereby will depend upon, among other things, (i) the manner in which a Holder acquired a Claim, (ii) the length of time the Claim has been Held, (iii) whether the Claim was acquired at a discount, (iv) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years, (v) whether the Holder has previously included income accrued, but unpaid interest with respect to the Claim (vi) the method of tax accounting of the Holder, and (vii) whether the Claim is an installment obligation for U.S. federal income tax purposes.

For purposes of the following discussion, a “U.S. Holder” is any person (i) who is a citizen resident of the United States; (ii) that is a corporation or partnership created or organized in or under the laws of the United States or any state thereof of the District of Columbia; (iii) that is an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) that is a trust (a) the administration over which a United States person can exercise primary supervision and all of the substantial decisions of which one or more United States persons have the authority to control or (b) that has elected to continue to be treated as United States person for U.S. federal income tax purposes. A “Non-U.S. Holder” is any person that is not a U.S. Holder. In the case of a partnership, the tax treatment of its partners will depend on the status of the partner and the activities of the partnership. Holders who are partnerships or partners in a partnership should consult their tax advisors.

Certain Holders of Claims (such as foreign persons, S corporations, regulated investment companies, insurance companies, financial institutions, small business investment companies, broker-dealers, and tax exempt organizations) may be subject to special rules not addressed in this summary of the U.S. federal tax consequences. There also may be state, local and/or foreign income or other tax considerations or U.S. federal estate and gift tax consideration applicable to Holders of Claims, which are not addressed herein. **EACH HOLDER OF A CLAIM OR EQUITY INTEREST AFFECTED BY THE PLAN IS STRONGLY URGED TO CONSULT ITS TAX ADVISOR WITH RESPECT TO DISTRIBUTIONS RECEIVED UNDER THE PLAN.**

C. U.S. Holders of Claims

A U.S. Holder should generally recognize capital gain or loss for U.S. income tax purposes in an amount equal to the difference between the amount of Cash (and other consideration received) under the Plan in respect of such Holder’s Claim and the Holder’s adjusted tax basis in the Claim. However, to the extent a U.S. Holder received any Cash (or other consideration) in satisfaction of any accrued and unpaid interest, such Holder may recognize ordinary income or loss to the extent that such Cash (or other consideration) is allocable to the accrued and unpaid interest, unless such Holder has previously included the accrued interest in such Holder’s taxable income.

D. Non-U.S. Holders of Claims

A Non-U.S. Holder of a Claim generally will not be subject to the U.S. federal income tax with respect to any income or gain recognized upon the exchange of such Holder's Claim with Cash (or other property) pursuant to the Plan, unless (i) such Holder is engaged in a trade or business in the United States to which income, gain from the exchange is "effective connected" for U.S. federal income tax purposes, or (ii) if such Holder is an individual, such Holder is present in the United States for 183 days or more during the taxable year of the exchange and certain other requirements are met. To the extent any cash (or other consideration) is distributed for accrued and unpaid interest, however, a Non-U.S. Holder may be subject to U.S. withholding taxes at (30%) unless such Holder is qualified for the so-called "portfolio interest exemption" or eligible to claim a reduction or exemption under any applicable treaty and complies with certain required certification procedures.

E. Importance of Obtaining Professional Tax Assistance

The U.S. federal income tax consequences to a Holder other than a Holder receiving Cash (or other property) in satisfaction of such Holder's Claim may be different from the tax consequences described above. Holders of each such Claim should consult their tax advisers regarding potential federal income tax consequences.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH THE ASSISTANCE OF A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE, IN MANY CASES, UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE U.S., STATE, LOCAL, APPLICABLE FOREIGN INCOME, AND OTHER TAX CONSEQUENCES OF THE PLAN.

IX. Glossary of Defined Terms

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender will include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document will be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed will mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to "Sections" are references to Sections hereof or hereto; (e) unless otherwise stated, the words "herein," "hereof" and "hereto" refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (f) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules will have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Unless the context otherwise requires, the following terms will have the following meanings when used in capitalized form herein:

1. "*Accrued Professional Compensation*" means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Retained Professional's fees, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estate under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930. Administrative Claims do not include DIP Lender Claims, which are separately treated under the Plan.

3. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. “*Allowed*” means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; provided, however, that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. “*Allowed Professional Compensation*” means all Accrued Professional Compensation Allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. “*Assets*” means all of the Debtors’ right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. “*Avoidance Actions*” means any and all claims and causes of action which the Debtors, the debtors in possession, the Estates, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. “*Bankruptcy Code*” means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as amended and applicable to the Chapter 11 Cases.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the District of Nevada.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.
14. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupment’s, cross claims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.
15. “*Chapter 11 Cases*” means the Chapter 11 cases pending for the Debtors under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.
16. “*Charleston Falls Petition Date*” means October 31, 2011.
17. “*Claim*” means any claim against a Debtor as defined in section 101(5) of the Bankruptcy Code.
18. “*Claims Bar Date*” means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.
19. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; provided, however, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.
20. “*Claims Register*” means the official register of Claims maintained by the Bankruptcy Court.
21. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article II hereof pursuant to section 1122(a) of the Bankruptcy Code.
22. “*Commencement*” or “*Petition Date*” means March 23, 2010, the date on which the Debtors commenced the Chapter 11 cases.
23. “*Commission*” means the U.S. Securities and Exchange Commission.
24. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX of the Plan having been: (a) satisfied; or (b) waived pursuant to Article IX of the Plan.
25. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.
26. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.
27. “*Confirmation Hearing Notice*” means that certain notice of Confirmation Hearing approved by the Disclosure Statement Order.
28. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
29. “*Consummation*” means the occurrence of the Effective Date.
30. “*Creditor*” means a Holder of a Claim.

31. “*Cure Claim*” means a Claim based upon the Debtors’ defaults on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

32. “*Debtors*” means Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC, and HPCH, LLC as debtors in these Chapter 11 Cases.

33. “*Debtors in Possession*” means the Debtors, as debtors in possession in this Chapter 11 Case.

34. “*Disclosure Statement*” means the First Amended *Joint Disclosure Statement for the Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, Charleston Falls, LLC and HPCH, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

35. “*Disclosure Statement Motion*” means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents*, filed with the Bankruptcy Court on _____, 2013, as the Motion may be amended from time to time.

36. “*Disclosure Statement Order*” means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents*, approved by the Bankruptcy Court on _____, 2013, as the order may be amended from time to time.

37. “*Disputed Claim*” means, with respect to any Claim or Equity Interests, any Claim or Equity Interests on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

38. “*Distribution Agent*” means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

39. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

40. “*Effective Date*” means the day that is the first Business Day occurring which is at least ten (10) days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX of the Plan have been: (i) satisfied; or (ii) waived pursuant to Article IX of the Plan.

41. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.

42. “*Equity Interest*” means any (a) security interest in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto, or (b) partnership, limited liability company, or similar interest in the Debtors.

43. “*Estate*” means the estates created for the Debtors in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

44. “*Exchange Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.

45. “*Executory Contract*” means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

46. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

47. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

48. “*General Unsecured Claim*” means any claim against the Debtors that is not (i) an Administrative Claim, (ii) Priority Tax Claim, (iii) Priority Non-Tax Claim, or (iv) a Secured Claim.

49. “*Go Global Petition Date*” mean March 23, 2010.

50. “*Governmental Bar Date*” means the dates set forth in Article II.C. of the Disclosure Statement.

51. “*Holder*” means an Entity holding a Claim or an Equity Interest.

52. “*Huerta Petition Date*” means March 18, 2010.

53. “*Impaired*” means any Claims in an Impaired Class.

54. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.

55. “*Initial Distribution Date*” means the date that is as soon as practicable after the Effective Date, but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall commence.

56. “*New Equity Interests*” means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

57. “*Paulson Entities*” means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

58. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

59. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

60. “*Plan*” means the First Amended *Joint Plan of Reorganization of Go Global, Inc., Carlos A. Huerta and Christine A. Huerta, HPCH, LLC and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated therein by reference.

61. “*Plan Sponsor*” means the Entity purchasing the land and improvements thereon owned and operated by the Debtors, which assets are being sold pursuant to the Plan.

62. “*Plan Supplement*” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. “*Priority Non-Tax Claim*” means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. “*Proof of Claim*” means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. “*Proof of Interest*” means a proof of Equity Interest filed against the Debtors in the Chapter 11 Cases.

67. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. “*Record Date*” means the dates set forth in Article II.C. of the Disclosure Statement.

69. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. “*Retained Professional*” means any Entity: (a) employed in these Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. “*Schedules*” mean, collectively, the schedules of assets and liabilities and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. “*Secured*” means a Claim secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is secured pursuant to section 365(j) of the Bankruptcy Code, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, in each case to the extent of the value of the creditor’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

73. “*Securities Act*” means the United States Securities Act of 1933, as amended.

74. “*SLF*” means The Schwartz Law Firm, Inc.

75. “*Solicitation Deadline*” means the close of business on _____, 2013.

76. “*Tort Claim*” means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal

theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to protection of human health, safety or the environment.

77. “*Unexpired Lease*” means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

78. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

79. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

80. “*Unimpaired Claim*” means any Claim in an Unimpaired Class.

81. “*Voting Classes*” means Classes 2, 4, 5 and 6.

“*Voting Deadline*” means _____, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by January 12, 2012, in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

X. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to the alternatives described in this Disclosure Statement because it provides for a larger distribution to the Debtors’ creditors than would otherwise result in a liquidation under Chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than that which is proposed under the Plan. Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation of the Plan and vote to accept the Plan.

Respectfully submitted

/s/ Christine H. Huerta

Christine H. Huerta Individually

/s/ Carlos A. Huerta

Carlos A. Huerta as President of Go Global,
Inc., as Managing Member of Charleston Falls, LLC,
As Managing Member of HPCH, LLC and Individually

/s/Samuel A. Schwartz

Samuel A. Schwartz, Esq.
Attorneys for the Debtors

EXHIBITS

Exhibit A – Copy of Proposed Plan of Reorganization

Exhibit B – Liquidation Analysis

Exhibit C – Cash Flow Analysis

Exhibit A

Samuel A. Schwartz, Esq.
Nevada Bar No. 10985
Bryan A. Lindsey, Esq.
Nevada Bar No. 10662
The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South, Suite 300
Las Vegas, Nevada 89119
Telephone: (702) 385-5544
Facsimile: (702) 385-2741
Attorneys for the Debtors

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	CASE NO.: 10-14804-BAM
)	
Go Global, Inc.,	)	Chapter 11
)	
Carlos A. Huerta and Christine H. Huerta,	)	Joint Administration With:
	)	10-14456-BAM
Charleston Falls, LLC	)	11-27226-BAM
	)	11-28681-BAM
HPCH, LLC)	
	)	Hearing date: March 5, 2013
Debtors.	)	Hearing time: 10:00 a.m.
)	

**FIRST AMENDED JOINT PLAN OF REORGANIZATION FOR GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON FALLS, LLC
AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

TABLE OF CONTENTS

ARTICLE I. RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW AND DEFINED TERMS	1
A. Rules of Interpretation, Computation of Time and Governing Law	1
B. Defined Terms	2
ARTICLE II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS	7
A. Administrative Claims	7
Priority Tax Claims	8
ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS	8
A. Summary	8
B. Classification and Treatment of Claims and Equity Interests	9
C. Discharge of Claims	15
ARTICLE IV. ACCEPTANCE OR REJECTION OF THE PLAN	15
A. Presumed Acceptance of Plan	15
B. Voting Classes	15
C. Acceptance by Impaired Classes of Claims	15
D. Cramdown	15
E. Elimination of Vacant Classes	16
ARTICLE V. MEANS FOR IMPLEMENTATION OF THE PLAN	16
A. General Settlement of Claims	16
B. New Corporate Existence	16
C. Vesting of Assets in the Reorganized Debtors	16
D. Securities Registration Exemption and Registration Rights Agreement	17
E. Issuance and Distribution of the New Membership Interests	17
F. Release of Liens, Claims and Equity Interests	17
G. Certificate of Incorporation and Bylaws	17
H. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes	17
ARTICLE VI. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES	18
A. Assumption and Rejection of Executory Contracts and Unexpired Leases	18
B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases	19
C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases	20
D. Contracts and Leases Entered Into After the Commencement Date	20
ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS	20
A. Distributions for Claims Allowed as of the Effective Date	20
B. Distributions on Account of Claims Allowed After the Effective Date	21
C. Delivery and Distributions and Undeliverable or Unclaimed Distributions	21
D. Compliance with Tax Requirements/Allocations	23
E. Timing and Calculation of Amounts to Be Distributed	23
F. Setoffs	23
ARTICLE VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	24
A. Resolution of Disputed Claims	24
B. Disallowance of Claims	25
C. Amendments to Claims	25

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	25
A. Conditions Precedent to Confirmation.....	25
B. Conditions Precedent to Consummation	25
C. Waiver of Conditions	26
D. Effect of Non Occurrence of Conditions to Consummation	26
ARTICLE X. SETTLEMENT, RELEASE AND RELATED PROVISIONS	26
A. Compromise and Settlement	26
B. Preservation of Rights of Action.....	26
ARTICLE XI. BINDING NATURE OF PLAN.....	27
ARTICLE XII. RETENTION OF JURISDICTION.....	27
ARTICLE XIII. MISCELLANEOUS PROVISIONS	28
A. Payment of Statutory Fees	28
B. Modification of Plan	28
C. Revocation of Plan	29
D. Successors and Assigns.....	29
E. Reservation of Rights.....	29
F. Section 1146 Exemption	29
G. Further Assurances.....	29
H. Severability	29
I. Service of Documents	30
J. Return of Security Deposits	30
K. Filing of Additional Documents.....	30
L. Default	30

**FIRST AMENDED JOINT PLAN OF REORGANIZATION OF GO GLOBAL, INC.,
CARLOS A. HUERTA AND CHRISTINE H. HUERTA, CHARLESTON
FALLS, LLC AND HPCH, LLC UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Carlos A. Huerta, Christine H. Huerta, Go Global, Inc. Charleston Falls, LLC and HPCH, LLC, as debtors and debtors in possession (the “**Debtors**”), propose the following plan of reorganization (the “**Plan**”) for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. The Debtors are the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code (as defined below). Reference is made to the Debtors’ Disclosure Statement for a discussion of the Debtors’ history, business, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases (as defined below), projections and properties, and for a summary and analysis of this Plan and the treatment provided for herein. There also are other agreements and documents, which are or will be filed with the Bankruptcy Court, that are referenced in this Plan or the Disclosure Statement.

ARTICLE I.

**RULES OF INTERPRETATION, COMPUTATION OF TIME,
GOVERNING LAW AND DEFINED TERMS**

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Accrued Professional Compensation*” means, at any given moment, all accrued, contingent and/or unpaid fees and expenses (including, without limitation, success fees and Allowed Professional Compensation) for legal, financial advisory, accounting and other services and reimbursement of expenses that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date by any Retained Professionals in the Chapter 11 Cases, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid regardless of whether a fee application has been Filed for any such amount.

2. “*Administrative Claim*” means any Claim for costs and expenses of administration of the Estate under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code (excluding claims under section 503(b)(9) of the Bankruptcy Code), including, without limitation: (a) the actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the business of the Debtors; (b) Allowed Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930.

3. “*Affiliate*” has the meaning set forth at section 101(2) of the Bankruptcy Code.

4. “*Allowed*” means, with respect to Claims or Equity Interests: (a) any Claim or Equity Interest,, proof of which is timely Filed by the applicable Claims Bar Date (or which by the Bankruptcy Code or Final Order is not or shall not be required to be Filed); (b) any Claim or Equity Interest that is listed in the Schedules as of the Effective Date as not contingent, not unliquidated and not Disputed, and for which no Proof of Claim or Interest has been timely Filed; or (c) any Claim or Equity Interest Allowed pursuant to the Plan; *provided, however*, that with respect to any Claim or Equity Interest described in clause (a) above, such Claim or Equity Interest shall be considered Allowed only if and to the extent that (x) with respect to any Claim or Equity Interest, no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or (y) such an objection is so interposed and the Claim or Equity Interest shall have been Allowed for distribution purposes only by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval of the Bankruptcy Court.

5. “*Allowed Professional Compensation*” means all Accrued Professional Compensation allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction.

6. “*Assets*” means all of the Debtors’ right, title and interest of any nature in property, wherever located, as specified in section 541 of the Bankruptcy Code.

7. “*Avoidance Actions*” means any and all claims and causes of action which any of the Debtors, the debtors in possession, the Estate, or other appropriate party in interest has asserted or may assert under sections 502, 510, 542, 544, 545, or 547 through 553 of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

8. “*Ballots*” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims (modified, as necessary, based on voting party in accordance with the Disclosure Statement Order) entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

9. “*Bankruptcy Code*” means Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532, as applicable to the Chapter 11 Cases, and to the extent of the withdrawal of any reference under section 157 of Title

28 of the United States Code and/or the Order of the United States District Court for the District of Nevada pursuant to section 157(a) of Title 28 of the United States Code, the United States District Court for the District of Nevada.

10. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Nevada, having jurisdiction over the Chapter 11 Cases.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under 28 U.S.C. § 2075 and the general, local and chambers rules of the Bankruptcy Court.

12. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

13. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

14. “*Causes of Action*” means all actions, causes of action (including Avoidance Actions), Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date.

15. “*Chapter 11 Cases*” means the Chapter 11 Cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

16. “*Claim*” means any claim against the Debtors as defined in section 101(5) of the Bankruptcy Code.

17. “*Claims Bar Date*” means, as applicable, the dates set forth in Article II.C. of the Disclosure Statement.

18. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims; provided, however, that in no event shall the Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any General Unsecured Claim in Class 7.

19. “*Claims Register*” means the official register of Claims maintained by the Bankruptcy Court.

20. “*Class*” means a category of Holders of Claims or Equity Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

21. “*Commencement Date*” means March 23, 2010, the date on which the Debtors commenced the Chapter 11 Cases.

22. “*Commission*” means the U.S. Securities and Exchange Commission.

23. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX hereof having been: (a) satisfied; or (b) waived pursuant to Article IX.C hereof.

24. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

25. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

26. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

27. “*Consummation*” means the occurrence of the Effective Date.

28. “*Creditor*” means a Holder of a Claim.

29. “*Cure Claim*” means a Claim based upon the Debtors’ default on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors under sections 365 or 1123 of the Bankruptcy Code.

30. “*Debtors*” means Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC in their individual capacity as debtors in this Chapter 11 Cases.

31. “*Debtors in Possession*” means the Debtors, as debtors in possession in these Chapter 11 Cases.

32. “*Disclosure Statement*” means the First Amended *Disclosure Statement for Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code*, as amended, supplemented or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law.

33. “*Disclosure Statement Motion*” means that certain *Motion for Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* filed with the Bankruptcy Court on _____, 2013, as the Motion may be amended from time to time.

34. “*Disclosure Statement Order*” means that certain *Order (A) Approving the Disclosure Statement, (B) Establishing the Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (D) Approving the Manner and Forms of Notice and Other Related Documents* approved by the Bankruptcy Court on _____, 2013, as the order may be amended from time to time.

35. “*Disputed Claim*” means, with respect to any Claim or Equity Interests, any Claim or Equity Interests listed on (a) the Claims Register that is not yet Allowed, or (b) Scheduled as Disputed.

36. “*Distribution Agent*” means Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive, No. 190, Las Vegas, Nevada 89128.

37. “*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in an order of the Bankruptcy Court.

38. “*Decision*” means that certain 79-page Memorandum Decision After Trial entered by the Bankruptcy Court on November 2, 2012, in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities (jointly and severally) in that certain adversary proceeding captioned Carlos A. Huerta, et al. v. Hugo R. Paulson, et al., Adversary Case No. 10-01334-BAM, Docket No. 219.

39. “*Effective Date*” means the day that is the first Business Day occurring at least 10 days after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article IX.B hereof have been: (i) satisfied; or (ii) waived pursuant to Article IX.C hereof.

40. “*Entity*” means an entity as defined in section 101(15) of the Bankruptcy Code.
41. “*Equity Interest*” means any: (a) equity security in the Debtors, including all issued, unissued, authorized, or outstanding shares of stock, together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto or (b) partnership, limited liability company, or similar interest in the Debtors.
42. “*Estate*” means, as to the Debtors, the estate created for the Debtors in its Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.
43. “*Exchange Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, or any similar federal, state or local law.
44. “*Executory Contract*” means a contract to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
45. “*Fee Claim*” means a Claim under sections 328, 330(a), 331, 363, 503 or 1103 of the Bankruptcy Code for Accrued Professional Compensation.
46. “*File*” or “*Filed*” means file, filed or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Cases.
47. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, as entered on the docket in the Chapter 11 Cases or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument or rehearing been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely Filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.
48. “*General Unsecured Claim*” means claim against the Debtors that is not (i) an Administrative Claim, (ii) a Priority Tax Claim, (iii) a Priority Non-Tax Claim, or (iv) a Secured Claim.
49. “*Governmental Bar Date*” means the dates set forth in Article II.C. of the Disclosure Statement.
50. “*Holder*” means an Entity holding a Claim or an Equity Interest.
51. “*Impaired*” means any Claims in an Impaired Class.
52. “*Impaired Class*” means an impaired Class within the meaning of section 1124 of the Bankruptcy Code.
53. “*Initial Distribution Date*” means the date that is as soon as practicable after the Effective Date, but no sooner than thirty (30) days after the Effective Date, when distributions under the Plan shall commence, or after the collection of no less than 40% of the Judgment against the Paulson Group, when payments to the Allowed Claims of unsecured creditors begin.
54. “*Judgment*” means that certain judgment entered in favor of the Debtors and against Hugo R. Paulson and the Paulson Entities in the gross sum of \$5,579,656.71, plus pre-judgment interest and post-judgment interest in that certain adversary proceeding entitled Carlos A. Huerta, et. al. v. Hugo R. Paulson, et. al, Adversary Case No. 10-01334-BAM, Docket No. 220.

55. “*New Equity Interests*” means the equity in Reorganized Debtors to be authorized, issued or reserved on the Effective Date pursuant to the Plan, which shall constitute all of the direct or indirect equity of the Reorganized Debtors.

56. “Paulson Appeal” means that certain appeal of the Decision and Judgment by Hugo R. Paulson and the Paulson Entities to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals.

57. “Paulson Bankruptcy Cases” means those certain Chapter 11 cases filed by Hugo R. Paulson and the Paulson Entities on November 16, 2012, in the United States Bankruptcy Court for the District of Arizona.

58. “*Paulson Entities*” means any entity related to, owned (in whole or in part) or controlled by Hugo R. Paulson, including but not limited to Azure Seas, LLC, and Azure Seas Holdings, LLC.

59. “*Periodic Distribution Date*” means the first Business Day that is as soon as reasonably practicable occurring no later than approximately 180 days after the Initial Distribution Date, and thereafter, the first Business Day that is as soon as reasonably practicable occurring no later than 180 days after the immediately preceding Periodic Distribution Date.

60. “*Person*” means a person as defined in section 101(41) of the Bankruptcy Code.

61. “*Plan*” means this First Amended *Joint Plan of Reorganization of Carlos A. Huerta and Christine H. Huerta, Go Global, Inc., HPCH, LLC, and Charleston Falls, LLC Under Chapter 11 of the Bankruptcy Code* dated January 17, 2013, as amended, supplemented or modified from time to time, including, without limitation, the Plan Supplement, which is incorporated herein by reference.

62. “*Plan Supplement*” means, collectively, the compilation of documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to therein, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, the Plan, as all of the same may be amended, modified, replaced and/or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules.

63. “*Priority Non-Tax Claim*” means any Claim accorded priority in right of payment pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

64. “*Priority Tax Claim*” means any Claim of a governmental unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

65. “*Proof of Claim*” means a proof of Claim Filed against the Debtors in the Chapter 11 Cases.

66. “*Proof of Interest*” means proof of Equity Interest filed against the Debtor in the Chapter 11 Cases.

67. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

68. “*Record Date*” means the bar dates set forth in Article II.C. of the Disclosure Statement.

69. “*Reorganized Debtors*” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

70. “*Retained Professional*” means any Entity: (a) employed in this Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code; or

(b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

71. “*Schedules*” mean, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

72. “*Securities Act*” means the United States Securities Act of 1933, as amended.

73. “*SLF*” means The Schwartz Law Firm, Inc.

74. “*Unexpired Lease*” means a lease to which the Debtors are a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

75. “*Unimpaired*” means, with respect to a Class of Claims or Equity Interests, a Claim or an Equity Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

76. “*Unimpaired Class*” means an unimpaired Class within the meaning of section 1124 of the Bankruptcy Code.

77. “*Voting Classes*” means, Classes means Classes 2, 4, 5 and 6.

78. “*Voting Deadline*” means _____, 2013 at 5:00 p.m. prevailing Pacific Time for all Holders of Claims, which is the date and time by which all Ballots must be received by the Debtors in accordance with the Disclosure Statement Order, or such other date and time as may be established by the Bankruptcy Court with respect to any Voting Class.

ARTICLE II.

ADMINISTRATIVE AND PRIORITY TAX CLAIMS

A. *Administrative Claims*

Each Holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and such Holder or otherwise upon an order of the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

1. Bar Date for Administrative Claims

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, Holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever

barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or any Reorganized Debtors or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtors and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

2. Professional Compensation and Reimbursement Claims

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtors shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtors and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims. Each Holder of an Allowed Fee Claim shall be paid by the Reorganized Debtors in Cash within five (5) Business Days of entry of the order approving such Allowed Fee Claim.

Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the Debtors or Reorganized Debtors, as applicable, and such Holder; *provided, however*, that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Commencement Date, plus simple interest at the rate required by applicable law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. The Debtors do not have any Priority Tax Claims.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

A. *Summary*

1. This Plan constitutes the chapter 11 plan of reorganization for the Debtors. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against the Debtors are placed in Classes for the Debtors. Class 8 consists of Equity Interests. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Claims and Priority Tax Claims, as described in Article II.

2. The categories of Claims and Equity Interests listed below classify Claims and Equity Interests for all purposes, including, without limitation, voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of the different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

4. Summary of Classification and Treatment of Classified Claims and Equity Interests

Class	Claim	Status	Voting Rights
1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	Deemed to Accept
1(b)	Secured Claim of Wachovia/Wells Fargo Bank	Unimpaired	Deemed to Accept
1(c)	Secured Claim of Chase Home Finance	Unimpaired	Deemed to Accept
1(d)	Secured Claim of Zions Bank	Unimpaired	Deemed to Accept
2(a)	Secured Claim of Nevada State Bank	Impaired	Entitled to Vote
2(b)	Secured Claim of BAC Home Loans Servicing, LP	Impaired	Entitled to Vote
2(c)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
2(d)	Secured Claim of the Lionel Foundation	Impaired	Entitled to Vote
2(e)	Secured Claim of Aurora Loan Servicing, LLC	Impaired	Entitled to Vote
2(f)	Secured Claim of Wells Fargo Bank, N.A.	Impaired	Entitled to Vote
3	Priority Claims	Unimpaired	Deemed to Accept
4	Unsecured Claims of Paulson and Paulson Entities	Impaired	Entitled to Vote
5	Unsecured Claim of Nevada State Bank	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Equity Interests	UnImpaired	Deemed to Accept

B. *Classification and Treatment of Claims and Equity Interests*

1. Class 1(a) – Secured Claim of BMW Financial Services, LLC

- (a) *Classification:* Class 1(a) consists of the Secured Claim of BMW Financial Services against the Debtors' 2008 Volvo XC70, which is secured by a lien against the Debtors' property, loan number xxxxx9087.
- (b) *Treatment:* The holder of the allowed Class 1(a) Secured Claim shall be unimpaired and paid in full in accordance with the terms of its related loan terms. Any prepetition default is hereby cured under the treatment of the Plan. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(a) is an unimpaired class, and the holder of the Class 1(a) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(a) claim is not entitled to vote to accept or reject the Plan.

Class 1(b) – Secured Claim of Wachovia/Wells Fargo Bank, N.A.

- (a) *Classification:* Class 1(b) consists of the Secured Claim of Wachovia/Wells Fargo Bank, N.A., which is secured by a lien against the Debtors' investment property located at 8767 N. US Highway 301, Wildwood, Florida, loan number xxxxx1166-2 (Wachovia Bank's Number) or xxxxx7390 (now with Wells Fargo Bank).

- (b) *Treatment:* The holder of the allowed Class 1(b) Secured Claim shall be unimpaired and paid in full in accordance with the terms of its related loan terms. Such payments will be made by The Villages, LLC. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(b) is an unimpaired class, and the holder of Class 1(b) claim is not entitled to vote to accept or reject the Plan.

Class 1(c) – Secured Claim of Chase Home Finance, LLC

- (a) *Classification:* Class 1(c) consists of the Secured Claim of Chase Home Finance against the Debtors' property located at 809 Lone Star Drive, Cedar Park, Texas 78613, which is secured by a lien against the Debtors' residential property, loan number xxxxxxx7905.
- (b) *Treatment:* The holder of the allowed Class 1(c) Secured Claim shall be unimpaired and paid its indubitable equivalent in accordance with section 1129(b)(2)(A)(iii) by the Debtor's surrendering of the property to Chase Manhattan Home Loans. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(c) is an unimpaired class, and the holder of Class 1(c) claim is not entitled to vote to accept or reject the Plan.

Class 1(d) – Secured Claim of Zions Bank

- (a) *Classification:* Class 1(d) consists of the Secured Claim of Zions Bank, which is secured by a lien against the Debtors' property located at 1370 Highway #20, Ashton, Idaho 83420, loan number xxxxx9001.
- (b) *Treatment:* The holder of the allowed Class 1(d) Secured Claim shall be unimpaired and paid in full in accordance with the terms of its related loan terms. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Voting:* Class 1(d) is an unimpaired class, and the holder of the Class 1(d) claim is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holder of the Class 1(d) claim is not entitled to vote to accept or reject the Plan

2. Class 2(a) – Secured Claim of Nevada State Bank

- (a) *Classification:* Class 2(a) consists of the Secured Claim of Nevada State Bank against the Debtors' property located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada 89120 which is secured by a lien against the Debtors' residential property, loan number xxxxxxxxxxxxxxx5001.
- (b) *Treatment:* The holder of the allowed Class 2(a) Secured Claim shall be impaired. Subject to setoff under 11 U.S.C. § 553 for any recoveries of the Debtors against Nevada State Bank in the State Court Action, Nevada State Bank shall be paid the allowed principal amount of its claim, payable over 8 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 4.75% per annum. Any

amounts due and owing after 8 years shall be payable to Nevada State Bank in one lump sum.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(a) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(a) claim is deemed to be unsecured in accordance with Section (c), such amount above shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(a) is an impaired class, and the holder of the Class 2(a) claim is entitled to vote to accept or reject the Plan,.

Class 2(b) – Secured Claim of BAC Home Loans Servicing, LP

- (a) *Classification:* Class 2(b) consists of the Secured Claim of BAC Home Loans Servicing, LP against the Debtors' property located at 908 Harold Dr., Unit 22, Incline Village, Nevada 89451 which is secured by a lien against the Debtors' residential property, loan number xxxx3713.
- (b) *Treatment:* The holder of the allowed Class 2(b) Secured Claim shall be impaired and paid the allowed amount of its claim, or \$350,671.80, amortized at 5.0% over 30 years, as set forth in that certain stipulation between the parties, Docket No. 423.

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(b) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(b) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(b) is an impaired class, and the holder of the Class 2(b) claim is entitled to vote to accept or reject the Plan.

Class 2(c) – Secured Claim of Wells Fargo Bank, N.A.

- (a) *Classification:* Class 2(c) consists of the Secured Claim of Wells Fargo Bank, N.A. against the Debtors' property located at 711 Biltmore Way, Unit 302, Coral Gables, Florida 33134, which is secured by a lien against the Debtors' property, loan number xxxxxx4767.
- (b) *Treatment:* The holder of the allowed Class 2(c) Secured Claim shall be impaired and paid the full amount of its claim, as agreed by the parties set for in that

certain stipulation filed with the court, Docket No. 329, by the Debtor's surrendering of the property to Wells Fargo Bank. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(c) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(c) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(c) is an impaired class, and the holder of the Class 2(c) claim is entitled to vote to accept or reject the Plan.

Class 2(d) – Secured Claim of the Lionel Foundation

- (a) *Classification:* Class 2(d) consists of the Secured Claim of The Lionel Foundation against the Debtors' property located at Cabin 11 at Mt. Charleston Cabins, APN 129-36-101-009, which is secured by a lien against the Debtors' property, loan number xxxxxx1127.
- (b) *Treatment:* The holder of the allowed Class 2(d) Secured Claim shall be impaired and paid the allowed amount of its claim, amortized at 1.0% over 30 years with interest-only payments for the next 7 years, and in accordance with all other terms of its related note and mortgage. In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.
- (c) *Valuation:* The Class 2(d) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors' first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(d) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(d) is an impaired class, and the holder of the Class 2(d) claim is entitled to vote to accept or reject the Plan.

Class 2(e) – Secured Claim of Aurora Loan Servicing, LLC

- (a) *Classification:* Class 2(e) consists of the Secured Claim of Aurora Loan Servicing, LLC against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx6255.
- (b) *Treatment:* The holder of the allowed Class 2(e) Secured Claim shall be impaired and paid the allowed amount of its claim as agreed to by the parties and as set forth in that certain stipulation filed with the Court, Docket No. 129 (Case No. 10-14456-BAM). In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(e) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(e) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(e) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

Class 2(f) – Secured Claim of Wells Fargo Bank

- (a) *Classification:* Class 2(f) consists of the Secured Claim of Wells Fargo Bank against the Debtors' property located at 7229 Mira Vista Street, Las Vegas, Nevada 89120, which is secured by a lien against the Debtors' residential property, loan number xxxxxx1998.
- (b) *Treatment:* The holder of the allowed Class 2(f) Secured Claim shall be impaired and paid the amount equal to \$15,000, amortized over 20 years, with a 1-year Maturity (balloon payment at the 12th monthly payment), and in accordance with all other terms of its related note and mortgage, but at the following interest rates:

Year 1	3.00%
--------	-------

In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Valuation:* The Class 2(f) Secured Claim shall be revalued on the effective date of this Plan, pursuant to sections 1123 and 506 of the Bankruptcy Code, in accordance with the value of such property. The confirmation order approving the Plan shall set forth the values of each secured creditors first lien claim as of the effective date of the Plan.
- (d) *Unsecured Portion of the Claim:* If any amount of a Class 2(f) claim is deemed to be unsecured in accordance with Section (c) above, such amount shall be afforded the treatment set forth in Class 5 below.
- (e) *Voting:* Class 2(f) is an impaired class, and the holder of the Class 2(e) claim is entitled to vote to accept or reject the Plan.

3. Class 3 – Priority Claims

- (a) *Classification:* Class 3 consists of the Priority Claims against the Debtors.
- (b) *Treatment:* The legal, equitable and contractual rights of the holders of allowed Class 3 Claims are unaltered. Except to the extent that a holder of an allowed Class 3 claim (i) has been paid by the Debtors prior to the effective date of this Plan, or (ii) otherwise agrees to different treatment, each holder of an allowed Class 3 Claim shall receive, in full and final satisfaction of such allowed Class 3 claim, payment in full in cash on or as soon as reasonably practicable after (i) the effective date of the Plan, (ii) the date such allowed Class 3 claim becomes allowed or (iii) such other date as may be ordered by the Bankruptcy Court.

- (c) *Voting:* Class 3 is an unimpaired Class, and is deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 3 claims are not entitled to vote to accept or reject the Plan.

4. Class 4 – Allowed Unsecured Claims of Hugo R. Paulson and the Paulson Entities

- (a) *Classification.* Class 4 consists of the Allowed Unsecured Claims of Hugo R. Paulson and the Paulson entities against the Debtors.
- (b) *Treatment:* All Allowed Unsecured Claims of Hugo R. Paulson or the Paulson Entities shall be subject to any right of setoff and/or recoupment that the Debtor(s) may have against Paulson or the Paulson Entities (collectively, the “**Paulson Group**”) obtained via the Decision and Judgment entered on November 2, 2012 (Case 10-01334-bam) whereby Debtors were awarded in excess of \$5.5 million, in which the Paulson Group, jointly and severally, is responsible to pay Debtor(s). As the Debtor’s Judgment against the Paulson Group greatly exceeds any allowed claims of the Paulson Group against the Debtors, any allowed claims of the Paulson Group shall be set off against the Judgment.
- (c) *Voting:* Class 4 is an impaired class, and the holder of the Class 4 claim is entitled to vote to accept or reject the Plan,.

5. Class 5 – General Allowed Unsecured Claims of Nevada State Bank

- (a) *Classification.* Class 5 consists of the Allowed Unsecured Claims of Nevada State Bank against the Debtors.
- (b) *Treatment.* All Allowed Unsecured Claims of Nevada State Bank against the Debtors shall be subject to any right of setoff and/or recoupment that the Debtors may have against Nevada State Bank arising from recoveries in the State Court Action. After adjusting for any setoff and/or recoupment amounts, Nevada State Bank shall receive the full principal amount of its Allowed Unsecured Claim, and shall be paid from the recoveries obtained by the Debtors from the Judgment against the Paulson Group, payable over 60 months in equal quarterly installments. Payments to the Allowed Unsecured Claims of Nevada State Bank will not commence until the Debtors have collected no less than 40% of the Judgment against the Paulson Group.
- (c) *Voting.* Class 5 is an impaired class, and the holder of the Class 5 claim is entitled to vote to accept or reject the Plan.

6. Class 6 – General Allowed Unsecured Claims

- (a) *Allowance of General Unsecured Claims:* All General Unsecured Claims shall be determined and Allowed in accordance with the procedures set forth in Articles VII and VIII below.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Class 5 Claim has been paid by the Debtors prior to the Effective Date or agrees to alternate treatment, each Holder of an Allowed Class 6 Claim shall be paid 100 % of its of its Allowed principal Claims, which shall be paid out of the Debtors’ recoveries from the Judgment against the Paulson Group, payable in 60 months in equal quarterly installments. Payments to allowed general unsecured claims will not commence until the Debtors have collected no less than 40% of their Judgment against the Paulson Group In the event of a default post-confirmation, the secured creditor shall first comply with all default procedures set forth in the Plan, second - the contract between the parties, and last, if necessary or applicable, state law.

- (c) *Voting:* Class 6 is an Impaired Class, and Holders of Class 6 Claims are entitled to vote to accept or reject the Plan.

7. Class 7 – Equity Interests in the Debtors.

- (a) *Classification:* Class 7 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, the Debtors Equity Interest Holders will retain their Equity Interests in the Debtors in exchange for making contributions to fund the Debtors' Plan,. Accordingly, on the Effective Date of the Plan, the Debtors' Equity Interest Holders shall receive their Pro Rata share of Equity Interests in the Reorganized Debtors.
- (c) *Voting:* Class 7 is an Unimpaired Class, and is deemed to accept the Plan.

C. *Discharge of Claims*

Pursuant to section 1141(c) of the Bankruptcy Code, all Claims and Equity Interests that are not expressly provided for and preserved herein shall be extinguished upon Confirmation. Upon Confirmation, the Debtors and all property dealt with herein shall be free and clear of all such claims and interests, including, without limitation, liens, security interests and any and all other encumbrances.

Confirmation of this Plan does not discharge any of the personal debt of Carlos and Christine Huerta until the court grants a discharge on completion of all payments to unsecured creditors under this Plan as set forth herein and in accordance with Section 1129(a)(15), and as provided in Section 1141(d)(5) of the Code. The Debtors will not be discharged from any debt upon confirmation excepted from discharge under Section 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THE PLAN

A. *Presumed Acceptance of Plan*

Classes 1 and 3 are Unimpaired under the Plan, and is, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

B. *Voting Classes*

Each Holder of an Allowed Claim as of the Record Date in each of the Voting Classes (Classes 2, 4, 5 and 6) shall be entitled to vote to accept or reject the Plan.

C. *Acceptance by Impaired Classes of Claims*

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

D. *Cramdown*

The Debtors request Confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserves the right to modify the Plan in accordance with Article XIII.B hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

E. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. Prosecution of the Paulson Bankruptcy Cases

As set forth in the Disclosure Statement, on November 16, 2012, in order to seek protection from the Decision and Judgment, the Paulson Group each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona. The Debtors will prosecute and resolve the Decision and Judgment in the Paulson Bankruptcy Cases in order to obtain recoveries from the Paulson Group to help fund their Plan.

B. Defense of the Paulson Appeal

As set forth in the Disclosure Statement, on November 15, 2012, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals. The Debtors will defend the Paulson Appeal in order to uphold the Decision and Judgment and obtain recoveries from the Paulson Group to assist with funding their Plan.

C. General Settlement of Claims

As discussed in detail in Section III.AI of the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, and other benefits provided under the Plan, and as a result of arms'-length negotiations among the Debtors, and their creditors, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

D. New Corporate Existence

As applicable, the Debtors shall continue to exist after the Effective Date as a separate corporate entity or limited liability company, with all the powers of a corporation or limited liability company pursuant to laws of the State of Nevada and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation or bylaws (or other formation documents) are amended by or in connection with the Plan or otherwise and, to the extent such documents are amended, such documents are deemed to be authorized pursuant hereto and without the need for any other approvals, authorizations, actions or consents.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided herein or in any agreement, instrument or other document relating thereto, on or after the Effective Date, all property of the Estates (including, without limitation, Causes of Action) and any property acquired including by any of the Debtors pursuant hereto shall vest in the Reorganized Debtors, free and clear of all liens, Claims, charges or other encumbrances. Except as may be provided herein, on and after the Effective Date, the Reorganized Debtors may operate its business and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors shall pay the charges that it

incurs after the Effective Date for Retained Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Retained Professional fee applications) without application to the Bankruptcy Court.

F. Securities Registration Exemption and Registration Rights Agreement

The New Equity Interests to be issued to the Debtors' members will be issued without registration under the Securities Act or any similar federal, state or local law in reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

G. Issuance and Distribution of the New Membership Interests

On or immediately after the Effective Date, the Reorganized Debtors, as applicable, shall issue or reserve for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable, subject to any applicable restrictions of the federal and state securities laws. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if applicable, fully paid and non-assessable. Each distribution and issuance referred to in Article VII hereof shall be governed by the terms and conditions set forth herein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

H. Release of Liens, Claims and Equity Interests

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article VII hereof, all liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estate shall be fully released and discharged.

I. Certificate of Incorporation and Bylaws

The certificates of incorporation and bylaws (or other formation documents relating to limited liability companies) as applicable to any of the Debtors shall be amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a form reasonably acceptable to the Reorganized Debtors. On or as soon as reasonably practicable after the Effective Date, as it may apply, the Reorganized Debtors shall file a new certificate of incorporation or organization with the secretary of state (or equivalent state officer or entity), which, as required by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting securities. After the Effective Date, the Reorganized Debtors may file a new, or amend and restate its existing, certificate of incorporation, charter and other constituent documents as permitted by the relevant state corporate law.

J. Abandonment of Assets

Pursuant to section 554 of the Bankruptcy Code, the Debtors may abandon certain assets (the "**Abandoned Assets**"), subject to the approval of the Bankruptcy Court in accordance with the confirmation hearing. Should the Debtors decide that it is in the best interests of their estates to abandon certain assets, the Debtors will file a plan supplement to their Plan. Therefore, the order confirming the Plan will constitute the Bankruptcy Court's finding and determination that the abandonment of the Abandoned Assets is: (i) in the best interests of the Debtors, their estates and parties in interest; (ii) fair, equitable and reasonable; (iii) made in good faith; and (iv) approved pursuant to section 554 of the Bankruptcy Code and Bankruptcy Rule 9019.

K. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors or the Reorganized Debtors, as applicable, may take all actions to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan, including, without limitation, the

distribution of the securities to be issued pursuant hereto in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, actions or consents except for those expressly required pursuant hereto. The secretary and any assistant secretary of the Debtors shall be authorized to certify or attest to any of the foregoing actions.

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the shareholders, directors or members of the Debtors shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the shareholders, directors, managers or partners of the Debtors, or the need for any approvals, authorizations, actions or consents.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan, including the issuance of New Membership Interests.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption and Rejection of Executory Contracts and Unexpired Leases*

1. Assumption of Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, each Executory Contract or Unexpired Lease shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease:

- (a) has been previously rejected by the Debtors by Final Order of the Bankruptcy Court;
- (b) has been rejected by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date;
- (c) is the subject of a motion to reject pending as of the Effective Date;
- (d) is listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement; or
- (e) is otherwise rejected pursuant to the terms herein.

The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. The Debtors reserve the right to amend the schedule of Rejected Executory Contracts and Unexpired Leases at any time before the Effective Date. The Debtor(s) reject any and all rights to and will no longer continue with the contract(s) with Cancun/Monarch Grand Vacations Timeshare, 8335 South Las Vegas Blvd, Las Vegas, NV 89123, Owner #15083349(Pacific Monarch Resorts #15083349) as this property is hereby deemed unsuitable and detrimental to the responsible administration of the estate and the same will apply to the agreement(s) with the Landing at Seven Coves Timeshare#G23422, c/o VRI P.O. Box 3620, Laguna Hills, CA 92654 and the Park City HOA and Sweetwater Lodge, 23807 Alison Creek Road, Laguna Niguel, CA 92677.

2. Approval of Assumptions

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption of such Executory Contract or Unexpired Lease will be deemed to have consented to such assumption. Each Executory Contract and Unexpired Lease assumed pursuant to this section or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Effective Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

3. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court. Additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed cure amounts. Any applicable cure amounts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

4. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" in the Plan Supplement shall be deemed rejected as of the Effective Date. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Article VI pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

B. Claims on Account of the Rejection of Executory Contracts or Unexpired Leases

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection.

Any Entity that is required to file a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against any Debtors or any Reorganized Debtors or their Estates and property, and the Debtors or the Reorganized Debtors and their Estates and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. At least ten (10) days prior to the Confirmation Hearing, the Debtors shall serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption, which will: (1) list the applicable cure amount, if any; (2) describe the procedures for filing objections thereto; and (3) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors shall file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assumed and the proposed cure amounts.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by the Debtors, and their counsel, SLF, at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such matters. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such executory contract or unexpired lease in lieu of assuming it.

D. Contracts and Leases Entered Into After the Commencement Date

Contracts and leases entered into after the Commencement Date by any Debtors, including any Executory Contracts and Unexpired Leases assumed by such Debtors, will be performed by the Debtors or Reorganized Debtors liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

If a holder of an allowed unsecured claim objects to confirmation of the Plan pursuant to Section 1129(a)(15) of the Bankruptcy Code, such creditor will be entitled to receive either (a) the value of the property to be distributed under the Plan, or (b) the projected disposable income of the Debtors (as set forth in Section 1325(b)(2) of the Bankruptcy Code) to be paid during the 5-year period beginning after confirmation of the Plan.

If no objections are filed to the Plan, the Debtors may elect to make no distributions to general unsecured creditors as set forth in Section 1129(a)(15) of the Bankruptcy Code.

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, the Reorganized Debtors shall make initial distributions under the Plan on account of Claims Allowed before the

Effective Date on or as soon as practicable after the Initial Distribution Date; *provided, however*, that payments on account of General Unsecured Claims that become Allowed Claims on or before the Effective Date may commence on the Effective Date.

B. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed Claim after the Effective Date shall be made on the first Periodic Distribution Date after the Disputed Claim becomes an Allowed Claim, and the Debtors or the Reorganized Debtors, as applicable, recover at least 40% of the Judgment against the Paulson Group.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order. In the event that there are Disputed Claims requiring adjudication and resolution, the Reorganized Debtors shall establish appropriate reserves for potential payment of such Claims.

C. Delivery and Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those Holders of Claims listed on the Claims Register as of the close of business on the Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Delivery of Distributions in General

Except as otherwise provided herein, the Debtors or the Reorganized Debtors, as applicable, shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated on the Debtor's records as of the date of any such distribution; *provided, however*, that the manner of such distributions shall be determined at the discretion of the Debtors or the Reorganized Debtors, as applicable; and *provided further*, that the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

3. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority, in their sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required hereunder that are to be distributed by such Distribution Agent.

The Distribution Agents, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives and principals (collectively, the "**Indemnified Parties**") shall be indemnified and held harmless by the Debtors and the Reorganized Debtors, to the fullest extent permitted by law for any losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses which the Indemnified Parties may incur or to which the Indemnified Parties

may become subject in connection with any action, suit, proceeding or investigation brought or threatened against one or more of the Indemnified Parties on account of the acts or omissions of the Distribution Agents solely in their capacity as such; provided, however, that the Debtors and the Reorganized Debtors shall not be liable to indemnify any Indemnified Party for any act or omission constituting gross negligence, fraud or reckless, intentional or willful misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the termination of such Indemnified Party from the capacity for which they are indemnified.

4. Minimum Distributions

Notwithstanding anything herein to the contrary, the Reorganized Debtors shall not be required to make distributions or payments of less than \$10 (whether Cash or otherwise) and shall not be required to make partial distributions or payments of fractions of dollars. Whenever any payment or distribution of a fraction of a dollar or share of New Equity Interests under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding of such fraction to the nearest whole dollar or share of New Membership Interests (up or down), with half dollars and half shares of New Equity Interests or less being rounded down.

No Distribution Agent shall have any obligation to make a distribution on account of an Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the Periodic Distribution Date in question is or has an economic value less than \$5,000, unless such distribution is a final distribution; or (b) the amount to be distributed to the specific Holder of an Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such Holder and is or has an economic value less than \$10, which shall be treated as an undeliverable distribution under Article VII.C.5 below.

5. Undeliverable Distributions

(a) Holding of Certain Undeliverable Distributions

If any distribution to a Holder of an Allowed Claim made in accordance herewith is returned to the Reorganized Debtors (or their Distribution Agent) as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtors (or their Distribution Agent) are notified in writing of such Holder's then current address, at which time all currently and due missed distributions shall be made to such Holder on the next Periodic Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors, subject to Article VII.C.5(b) hereof, until such time as any such distributions become deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends or other accruals of any kind on account of their distribution being undeliverable.

(b) Failure to Claim Undeliverable Distributions

No later than 210 days after the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a list of the Holders of undeliverable distributions. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stays open. Any Holder of an Allowed Claim, irrespective of when a Claim becomes an Allowed Claim, that does not notify the Reorganized Debtors of such Holder's then current address in accordance herewith within the latest of (i) one year after the Effective Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable distribution discharged and shall be forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, (i) any Cash held for distribution on account of Allowed Claims shall be redistributed to Holders of Allowed Claims in the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and become property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

(c) Failure to Present Checks

Checks issued by the Distribution Agent on account of Allowed Claims shall be null and void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, no later than 180 days after the issuance of such checks, the Reorganized Debtors shall File with the Bankruptcy Court a list of the Holders of any un-negotiated checks. This list shall be maintained and updated periodically in the sole discretion of the Reorganized Debtors for as long as the Chapter 11 Cases stay open. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued. Any Holder of an Allowed Claim holding an un-negotiated check that does not request reissuance of such un-negotiated check within 240 days after the date of mailing or other delivery of such check shall have its Claim for such un-negotiated check discharged and be discharged and forever barred, estopped and enjoined from asserting any such Claim against the Reorganized Debtors or their property. In such cases, any Cash held for payment on account of such Claims shall be property of the Reorganized Debtors, free of any Claims of such Holder with respect thereto. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim.

D. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable liens and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

E. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

F. Setoffs

The Debtors and the Reorganized Debtors may withhold (but not setoff except as set forth below) from the distributions called for hereunder on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the Holder of any such Allowed Claim, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such Holder, except as specifically provided herein.

ARTICLE VIII.**PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS****A. *Resolution of Disputed Claims*****1. Allowance of Claims**

After the Effective Date, the Reorganized Debtors shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Cases allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding on all parties.

2. Prosecution of Objections to Claims

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

After the Confirmation Date the Debtors or the Reorganized Debtors, as applicable, may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Reorganized Debtors, and any Claim that has been amended may be adjusted thereon by the Reorganized Debtors, in both cases without a claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

5. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

B. Disallowance of Claims

All Claims of any Entity from which property is sought by the Debtors or the Reorganized Debtors under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS BAR DATE.

C. Amendments to Claims

On or after the Effective Date, except as otherwise provided herein, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and, to the extent such prior authorization is not received, any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE IX.

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that all provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions Precedent to Consummation

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments, modifications or supplements thereto, shall be reasonably acceptable to the Debtors.

2. The Confirmation Order shall have been entered and become a Final Order in a form and in substance reasonably satisfactory to the Debtors. The Confirmation Order shall provide that, among other things, the Debtors or the Reorganized Debtors, as appropriate, is authorized and directed to take all actions necessary or appropriate to consummate the Plan, including, without limitation, entering into, implementing and consummating the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with or described in the Plan.

3. All actions, documents, certificates and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, Filed with the applicable governmental units in accordance with applicable laws.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article IX may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan.

D. Effect of Non Occurrence of Conditions to Consummation

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

ARTICLE X.

SETTLEMENT, RELEASE AND RELATED PROVISIONS

A. Compromise and Settlement

Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder, takes into account the relative priority and rights of the Claims and the Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and their respective distributions and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of the Debtors, their estate and all Holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of all such contractual, legal and equitable subordination rights or Causes of Action that are satisfied, compromised and settled pursuant hereto.

In accordance with the provisions of this Plan, including Article VIII hereof, and pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Claims against them and (2) the Reorganized Debtors may, in its sole and absolute discretion, compromise and settle Causes of Action against other Entities.

B. Preservation of Rights of Action

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Reorganized Debtors shall retain all rights to commence, pursue, litigate or settle, as appropriate, any and all Causes of Action, including any litigation relating to the Paulson Group, whether existing as of the Commencement Date or thereafter

arising, in any court or other tribunal including, without limitation, in an adversary proceeding Filed in the Chapter 11 Cases.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Holder of a Claim or an Equity Interest or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including, without limitation, the Confirmation Order), the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist, including any litigation relating to the Paulson Group or the related State Court litigation involving Nevada State Bank, etc.) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, or any other Final Order (including, without limitation, the Confirmation Order). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors is a plaintiff, defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

ARTICLE XI.

BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XII.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any Claim;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;
3. resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are party or with respect to which a Debtors or Reorganized Debtors may be liable and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including, without limitation, those matters related to any amendment to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed;
4. resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

5. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

6. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date, provided that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

7. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, the Plan Supplement or the Disclosure Statement;

8. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

9. hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

10. issue injunctions and enforce them, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

11. enforce Article X.A and Article X.B hereof;

12. enter and implement such orders or take such others actions as may be necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order concluding the Chapter 11 Cases.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of title 28 of the United States Code after the Effective Date shall be paid prior to the closing of the Chapter 11 Cases when due or as soon thereafter as practicable.

B. Modification of Plan

Effective as of the date hereof and subject to the limitations and rights contained in the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtors or any other Entity.

D. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtors with respect to the Holders of Claims or Equity Interests or other Entity; or (2) any Holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

F. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to all documents necessary to evidence and implement the provisions of and the distributions to be made under the Plan.

G. Further Assurances

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

H. Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision then will be applicable as altered or interpreted, provided that the Debtors, the Reorganized Debtors or any affected Entity (as applicable) may seek an expedited hearing before the Bankruptcy Court to address any objection to any such alteration or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors shall be sent by overnight mail to:

Carlos A. Huerta
3060 E. Post Road Ste 110
Las Vegas, NV 89120

with copies to:

The Schwartz Law Firm, Inc.
6623 Las Vegas Blvd. South
Suite 300
Las Vegas, Nevada 89119

J. Return of Security Deposits

Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

K. Filing of Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. Default

Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the Debtor and Debtor's counsel of the default in writing in accordance with the notice provisions herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the applicable creditor shall be free to pursue any and all rights it may have under the contract(s) between the parties and/or applicable state law, without further court order or proceeding being necessary.

Dated: January 17, 2013

Respectfully Submitted,

CARLOS A. HUERTA

/s/ Carlos A. Huerta

CHRISTINE H. HUERTA

/s/ Christine H. Huerta

GO GLOBAL, INC.

By: /s/ Carlos A. Huerta
Its: President

CHARLESTON FALLS, LLC

By: GO GLOBAL, INC.
Its Managing Member

By: /s/ Carlos A. Huerta
Its: Manager

HPCH, LLC

By: /s/ Carlos A. Huerta
Its: Manager

EXHIBIT B

EXHIBIT B**LIQUIDATION ANALYSIS¹****A. OVERVIEW**

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the “best interests” of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The “best interests” test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The properties in question here would have a liquidated value equal to their approximate values, less foreclosure costs and fees.

B. UNDERLYING ASSUMPTIONS AND DISCLAIMER

This liquidation analysis (the “**Liquidation Analysis**”) was prepared in connection with the filing of the Debtors’ Disclosure Statement and Plan.

The Debtors have prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors’ assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of the Debtors’ major assets would be sold or surrendered to their respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS’ ASSETS AS A GOING CONCERN, AND THERE MAY BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS ASSUMES “LIQUIDATION VALUES” BASED ON

¹ All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

APPRAISALS, WHERE AVAILABLE, AND THE DEBTORS' BUSINESS JUDGEMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT ACCOUNTANTS. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND THE DEBTORS' BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS

The Liquidation Analysis should be read in conjunction with the following notes and assumptions:

1. Dependence on Unaudited Financial Statements. This Liquidation Analysis contains estimates that are still under review and it remains subject to further legal and accounting analysis.

2. Preference or Fraudulent Transfers. No recovery or related litigation costs attributed to any potential avoidance actions under the Bankruptcy Code, including potential preference or fraudulent transfer actions are assumed within this analysis due to, among other issues, anticipated disputes about these matters.

3. Duration of the Liquidation Process. The Debtors have assumed that the liquidation would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation would be completed within twelve (12) months. In an actual liquidation, the wind down process and time period(s) could vary thereby impacting recoveries. For example, the potential for priority, contingent and other claims, litigation, rejection costs and the final determination of allowed claims could substantially impact both the timing and amount of the distribution of the asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected in this Liquidation Analysis would be realized if the Debtors were, in fact, to undergo such a liquidation.

D. SUMMARY OF LIQUIDATION ANALYSIS (AS OF JANUARY 17, 2013)²

Carlos & Christine Huerta, Go Global, Inc., Charleston Falls, LLC and HPCH, LLC
Liquidation Analysis

**LIST OF THE DEBTORS' PROPERTIES,
LIEN AMOUNTS AND EQUITY**

908 Harold Drive, Unit 22
Incline Village, Nevada 89451
First Mortgage: \$350,671.80
Current Approximate Value: \$275,000.00
Negative Equity: (\$75,671.80)

7229 Mira Vista Street
Las Vegas, Nevada 89120
First Mortgage: \$665,655.85
Second Mortgage: \$176,535.00
Current Approximate Value: \$650,000.00
Negative Equity: (\$182,190.85)

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134
First Mortgage: \$367,000.00
Current Approximate Value: \$350,000.00
Negative Equity: (\$17,000.00)

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009
First Mortgage: \$137,194.97
Current Approximate Value: \$100,000.00
Negative Equity: (\$37,194.97)

1370 Highway #20
Ashton, Idaho 83420
First Mortgage: \$616,072.50
Current Approximate Value: \$620,000.00
Equity: \$3,927.50

² The Debtors Judgment against Hugo R. Paulson and the Paulson Entities consists of over \$5.5 million, plus pre-judgment and post-judgment interest. The Debtors will be prosecuting and resolving the Judgment in the Paulson Bankruptcy Cases, the collection of which will pay the Debtors' creditors in full. Due to the Chapter 11 filing of Hugo R. Paulson and the Paulson Entities, however, the Judgment is not counted here.

Go Global, Inc.

Cash on Hand:	\$220,000.00
Furniture, Fixtures & Equipment:	<u>\$10,000.00</u>
Total Assets:	\$230,000.00

Total Secured Liabilities:	\$0.00
Total Unsecured Liabilities:	<u>\$58,000.00</u>
Total Liabilities:	\$58,000.00

Total Equity:	\$172,000.00
----------------------	---------------------

Charleston Falls, LLC

Cash on Hand:	<u>\$5,000.00</u>
Total Assets:	\$5,000.00

Total Secured Liabilities:	\$0.00
Total Unsecured Liabilities:	<u>\$8,888.89</u>
Total Liabilities:	\$8,888.89

Total Equity:	(\$3,888.89)
----------------------	---------------------

HPCH, LLC

Cash on Hand:	\$9,000.00
Real Property:	<u>\$395,000.00</u>
Total Assets:	\$404,000.00

Total Secured Liabilities:	\$654,000.00
Total Unsecured Liabilities:	<u>\$3,279.00</u>
Total Liabilities:	\$657,279.00

Total Equity:	(\$253,279.00)
----------------------	-----------------------

Total:

Total Assets:	\$2,634,000.00
Total Liabilities:	<u>\$3,027,298.00</u>
Negative Equity:	(\$393,298.01)

Chapter 7 Liquidation Costs. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling the Debtors' assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. As the Debtors are individuals and do not operate a business, it is anticipated that creditors' recoveries would be extinguished by the secured claims of the Debtors' first lien holders, leaving no recovery for unsecured creditors.

EXHIBIT C

EXHIBIT C

Dependence on Assumptions. The Cash Flow Analysis is based on a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' advisors, are inherently subject to significant economic, business and competitive uncertainties and contingencies beyond the control of the Debtors. The Cash Flow Analysis is also based on the Debtors' best judgment of how likely it is that he will be able to retain the same level of income throughout the life of their Plan and not have their workload and income reduced. Accordingly, there can be no assurance that the cash flow estimates reflected in this Cash Flow Analysis would be realized if the Debtors were unable to maintain their current income and actual results could vary materially and adversely from those contained herein.

CASH FLOW ANALYSIS	
Monthly Income	
Current Rental Income	\$3,500.00
Employment Income	\$4,000.00
Business Income	\$15,000.00
Total Current Income	\$22,500.00
Current Monthly Rental Income Breakdown	
3060 E. Post Road, Suite 110	\$3,500.00
Total	\$3,500.00
Monthly Expenses	
Mortgage Payments	(\$9,642.32)
Property Taxes and Insurance	(\$750.00)
Maintenance and Repair	(\$1,000.00)
Accounting and Legal Expenses	(\$3,500.00)
Management Fees	(\$350.00)
Personal Expenses	(\$6,016.00)
Total Current Expenses	(\$21,258.32)
Current Monthly Cash Flow Value:	\$1,241.68

Monthly Expenses Breakdown

Personal Expenses

Utilities	\$1,200.00
Food	\$800.00
Clothing	\$300.00
Laundry/Dry Cleaning	\$150.00
Medical/Dental	\$400.00
Transportation/Gas	\$500.00
Recreation/Entertainment	\$300.00
Health Insurance	\$500.00
Auto Insurance	\$350.00
Car Payment	\$366.00
Miscellaneous	\$500.00
Quarterly Trustee Fees	\$650.00

Total Expenses	\$6,016.00
-----------------------	-------------------

Mortgage Payments by Property

3060 E. Post Road, Suite 110	\$3,705.76
7229 Mira Vista	\$3,612.81
908 Harold Drive	\$1,882.48
Cabin 11 at Mt. Charleston Cabins	\$441.27

Total:	\$9,642.32
--------	------------

E-filed on **March 25, 2013****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

6623 Las Vegas Blvd.**South, Suite 300****Las Vegas, NV 89119**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$30.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A. Huerta**Carlos A. Huerta****Debtor's Signature****Date: March 25, 2013**

B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	-	Judgment; Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC	X		X	1,023,076.85
Account No. 							
Account No. 							
Account No. 							
Subtotal (Total of this page)							1,023,076.85
Total (Report on Summary of Schedules)							1,023,076.85

0 continuation sheets attached

E-filed on **March 25, 2013****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

6623 Las Vegas Blvd.**South, Suite 300****Las Vegas, NV 89119**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$30.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A. Huerta**Carlos A. Huerta****Debtor's Signature****Date: March 25, 2013**

B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxxxxxxxxx3005 American Express PO Box 0001 Los Angeles, CA 90096-0001	X	-				3,000.00
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214		-				41,200.00
Account No. x1157 Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101		-				4,800.14
Account No. xxxxxxxxxxx5099 Bank Of America Po Box 26078 Greensboro, NC 27420	X	-				46,774.04
Subtotal (Total of this page)						95,774.18

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No.						
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X -				X	57,000.00
Account No.						
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X -	Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC	X		X	3,714,397.00
Account No.						
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X -	Legal Consulting				16,174.50
Account No.						
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X -	Accounting/Consulting				6,000.00
Account No. xxxxxxxxxxxxxxx9002						
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	X -	Business Line of Credit				653,000.00
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						4,446,571.50

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No.						
Park City Homeowner's Association P.O. Box 171439 Salt Lake City, UT 84117-1439	-	1225 Empire Avenue, Unit 74 Park City, Utah 84060				0.00
Account No.						
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	-	Legal bills				154,900.00
Account No. xx-x-74-27						
Sweetwater Lift Lodge 1255 Empire Avenue Park City, UT 84060	-	1225 Empire Avenue, Unit 74 Park City, Utah 84060				4,162.52
Account No. xxxxxxxxxxxxxxxx9001						
Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109	X -					616,072.50
Account No.						
Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						775,135.02
						Total (Report on Summary of Schedules)
						5,317,480.70

E-filed on **March 25, 2013****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

6623 Las Vegas Blvd.**South, Suite 300****Las Vegas, NV 89119**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$30.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A Huerta**Carlos A Huerta****Debtor's Signature****Date: March 25, 2013**/s/ Christine H Huerta**Christine H Huerta****Joint Debtor's Signature****Date: March 25, 2013**

B6F (Official Form 6F) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

**AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	C	Judgment		X	1,023,076.85
Account No. 						
Account No. 						
Account No. 						
Subtotal (Total of this page)						1,023,076.85
Total (Report on Summary of Schedules)						1,023,076.85

0 continuation sheets attached

E-filed on **March 25, 2013****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

6623 Las Vegas Blvd.**South, Suite 300****Las Vegas, NV 89119**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$30.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A Huerta**Carlos A Huerta****Debtor's Signature****Date: March 25, 2013**/s/ Christine H Huerta**Christine H Huerta****Joint Debtor's Signature****Date: March 25, 2013**

B6E (Official Form 6E) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS - AMENDED

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS - AMENDED
(Continuation Sheet)**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.			2007 Income Taxes 7004 Alamos Circle Las Vegas, NV 89120			X	43,782.00	
IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114	C							0.00
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal							43,782.00	0.00
(Total of this page)							43,782.00	43,782.00
Total								0.00
(Report on Summary of Schedules)							43,782.00	43,782.00

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

B6F (Official Form 6F) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

**AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O D E B T O R	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxx3881 Acs/nelnet Education 501 Bleecker St Utica, NY 13501		C	Opened 10/01/02 Last Active 3/10/10 Educational				17,033.00
Account No. xxxxxxxxxxxx0001 Aes/chase Elt Wac Llc Pob 2461 Harrisburg, PA 17101		H	Opened 5/01/94 Last Active 12/22/06 Educational				0.00
Account No. xxxx-xxxxxx-x4003 American Express PO Box 0001 Los Angeles, CA 90096-0001		X C	2010 Credit Card				2,800.00
Account No. xxxxxxxxxxxx5543 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		H	Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Subtotal (Total of this page)							19,833.00

21 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx0163 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 3/31/09 CreditCard				0.00
Account No. xxxxxxxxxxxx1553 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 4/01/09 CreditCard				0.00
Account No. xxxxxxxxxxxx5003 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Account No. xxxxxxxxxxxx3562 Amex c/o Beckett & Lee Po Box 3001 Malvern, PA 19355	H	Opened 7/01/88 Last Active 11/01/01 CreditCard				0.00
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	C	Personal loan				41,200.00
Sheet no. <u>1</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 41,200.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxx1234 Aurora Loan Services Attn: Bankruptcy Dept. Po Box 1706 Scottsbluff, NE 69363	C	Opened 12/01/03 Last Active 1/01/05 ConventionalRealEstateMortgage				0.00
Account No. xxxxx3713 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 9/21/07 Last Active 3/01/10 ConventionalRealEstateMortgage				0.00
Account No. xxxxx1549 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 11/28/05 Last Active 9/14/09 CreditLineSecured				0.00
Account No. xxxxx6680 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 2/13/06 Last Active 10/15/07 CreditLineSecured				0.00
Account No. xxxxx5357 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 7/01/02 Last Active 12/01/03 ConventionalRealEstateMortgage				0.00
Sheet no. <u>2</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxx6629 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	H	Opened 12/01/03 Last Active 4/30/08 CreditLineSecured				0.00
Account No. xxxx6597 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	H	Opened 12/01/03 Last Active 4/30/08 ConventionalRealEstateMortgage				0.00
Account No. Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	X C	Legal/Consulting				4,800.00
Account No. xxxxxxxxxx5099 Bank Of America Po Box 26078 Greensboro, NC 27420	X C	2000 Signature Loan - Business line of credit				46,775.00
Account No. xxxxxxxxxxxx2390 Bank of America P.O. Box 37279 Baltimore, MD 21297	C					260.00
Sheet no. 3 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 51,835.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxx8899 Bank Of America 4161 Piedmont Pkwy Greensboro, NC 27410	H	Opened 5/01/00 Last Active 5/01/02 CreditLineSecured				0.00
Account No. 3082 Bank Of America Po Box 15026 Wilmington, DE 19850	C	Opened 2/22/02 Last Active 7/23/09 CreditCard				0.00
Account No. 29 Bank Of America Po Box 15026 Wilmington, DE 19850	C	Opened 8/01/03 Last Active 8/04/05 CheckCreditOrLineOfCredit				0.00
Account No. Biltmore Village HOA c/o Cadicorp Management Group 7700 N. Kendall Drive PH II Miami, FL 33156	C	HOA dues 711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium				2,400.00
Account No. xxxxxxx1616 Bsi Financial Services 314 S Franklin Street Titusville, PA 16354	H	Opened 5/01/97 Last Active 11/01/00 ConventionalRealEstateMortgage				0.00
Sheet no. 4 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 2,400.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx6559 Cap One Na Po Box 85520 Richmond, VA 23285	H	Opened 3/01/01 Last Active 1/01/03 CreditCard				0.00
Account No. xxxxxxxx0624 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/94 Last Active 1/01/02 CreditCard				0.00
Account No. xxxxxxxx5373 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	C	Opened 8/01/00 Last Active 2/19/03 CreditCard				0.00
Account No. xxxxxxxx0346 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/03 Last Active 3/25/10 ChargeAccount				0.00
Account No. xxxx-xxxx-xxxx-4735 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 9/01/97 Last Active 3/11/10 CreditCard				1,743.31
Sheet no. 5 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 1,743.31

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxx7713 Chase N54 W 13600 Woodale Dr Mennomonee, WI 53051	C	Opened 1/01/04 Last Active 12/01/04 CreditLineSecured				0.00
Account No. xxxx-xxxx-xxxx-0898 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	H	Opened 12/01/96 Last Active 2/22/10 Credit Card				398.45
Account No. xxxx-xxxx-xxxx-2884 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 5/01/08 Last Active 3/12/10 Credit Card				3,149.03
Account No. xxxx-xxxx-xxxx-3432 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 6/01/96 Last Active 3/04/10 Credit Card				23,987.41
Account No. xxxx-xxxx-xxxx-4253 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 2/01/08 Last Active 3/17/10 Credit Card				8,485.55
Sheet no. 6 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 36,020.44

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxx6145 Chase Bank Usa, Na Po Box 9007 Pleasanton, CA 94566	H	Opened 3/01/99 Last Active 9/01/01 CreditCard				0.00
Account No. xxxxxx0239 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 6/25/96 Last Active 4/29/05 CreditCard				0.00
Account No. xxxxxx6020 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 4/01/01 Last Active 9/01/03 CreditCard				0.00
Account No. xxx6721 Chrysler Financial 11811 N Tatum Blvd Ste 4 Phoenix, AZ 85028	H	Opened 4/01/98 Last Active 2/01/01 Lease				0.00
Account No. xxxxxxxx9984 Citi Po Box 6241 Sioux Falls, SD 57117	C	Opened 8/01/01 Last Active 1/15/03 CreditCard				0.00
Sheet no. 7 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx5269 Citibank Usa Attn.: Centralized Bankruptcy Po Box 20363 Kansas City, MO 64195	H	Opened 8/07/02 Last Active 12/30/09 ChargeAccount				0.00
Account No. xxxxxxxx6954 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	H	Opened 9/01/02 Last Active 3/13/03 ChargeAccount				0.00
Account No. xxxxxxxx4479 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	C	Opened 7/01/02 Last Active 5/20/05 ChargeAccount				0.00
Account No. xxxxxxxxxxx0101 Citimortgage Inc Po Box 9438 Gaithersburg, MD 20898	H	Opened 1/01/01 Last Active 5/01/02 ConventionalRealEstateMortgage				0.00
Account No. City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613	X C	Yard clean up 809 Lone Star Drive Cedar Park, TX 78613				900.00
Sheet no. <u>8</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 900.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. x2797 Crovetti Bone and Joint Institute of SN 2779 W. Horizon Ridge Pkwy Suite 200 Henderson, NV 89052-4380	C	Medical Bill				46.16
Account No. xxxx-xxxx-xxxx-1814 Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 8/01/91 Last Active 5/11/10 CreditCard				7,200.00
Account No. xxxxxxxx4064 Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 12/01/00 Last Active 4/01/02 CreditCard				0.00
Account No. xxxxx0984 Dsnb Bloom Bloomingdale's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 1/02/06 Last Active 1/31/06 ChargeAccount				0.00
Account No. Fairway Pines HOA 848 Tanager Street Ste M Incline Village, NV 89451	C	HOA dues 908 Harold Drive #22 Incline Village, NV 89451				700.00
Sheet no. 9 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						7,946.16

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xxxx-xxxx-xxxx-1270	C	Opened 2/22/02 Last Active 3/15/10				9,352.05
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 5842	H	Opened 1/29/97 Last Active 7/15/09 Credit Card				73.67
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 2396	H	Opened 10/29/99 Last Active 3/24/10 Credit Card				34.37
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No.	X C	Legal/Consulting				1,500.00
Foley & Oakes 850 East Bonneville Avenue Las Vegas, NV 89101						
Account No. xxxxxxxx8250	H	Opened 9/01/97 Last Active 3/01/02 CreditCard				0.00
Fst Usa Bk B 1001 Jefferson Plaza Wilmington, DE 19701						
Sheet no. <u>10</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						10,960.09

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx6159 G M A C Po Box 12699 Glendale, AZ 85318	C	Opened 12/01/01 Last Active 10/01/03 Automobile				0.00
Account No. xxxxxxxx4372 G M A C Po Box 130424 Roseville, MN 55113	H	Opened 4/01/00 Last Active 2/01/02 Automobile				0.00
Account No. xxxx-xxxx-xxxx-3757 GAP Credit Card P.O. Box 960017 Orlando, FL 32896	C	01-2010 Credit Card				459.44
Account No. xxxxxxxx0448 GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076	H	Opened 9/01/02 Last Active 4/24/06 ChargeAccount				0.00
Account No. xxxxxxxx0032 GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076	H	Opened 9/23/02 Last Active 8/19/03 ChargeAccount				0.00
Sheet no. 11 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 459.44

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xxxxxxxx8522	H	Opened 6/19/00 Last Active 10/23/08 ChargeAccount				0.00	
GEMB / Mervyns Attention: Bankruptcy Po Box 103104 Roswell, GA 30076							
Account No. xxxxxxxx6146	C	Opened 7/08/03 Last Active 9/15/08 ChargeAccount				0.00	
GEMB / Old Navy Attention: Bankruptcy Po Box 103104 Roswell, GA 30076							
Account No. xxxxxxxx2377	C	Opened 12/19/04 Last Active 9/28/06 ChargeAccount				0.00	
Gemb/banana Rep Attn: Bankruptcy Po Box 103104 Roswell, GA 30076							
Account No. xxxxxxxx0772	C	Opened 3/22/04 Last Active 9/07/08 ChargeAccount				0.00	
Gemb/gap Po Box 981400 El Paso, TX 79998							
Account No. xxxxxxxxxxxxxx3757	C	Opened 7/27/08 Last Active 3/02/10 CreditCard				0.00	
Gemb/gapdc Po Box 981400 El Paso, TX 79998							
Sheet no. <u>12</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No.						
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X C					57,000.00
Account No. xxxxx4144						
Home Comings Financial Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034	H	Opened 10/01/99 Last Active 2/01/01 ConventionalRealEstateMortgage				0.00
Account No. xxxx-xxxx-xxxx-7033						
Home Depot Credit Services PO Box 6925 The Lakes, NV 88901	C	2008 Credit Card				421.00
Account No. xxxxxxx2634						
Hsbc/rs Pob 15521 Wilmington, DE 19805	H	Opened 2/01/98 Last Active 5/01/01 ChargeAccount				0.00
Account No.						
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X C				X	3,699,473.20
Sheet no. 13 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
						Subtotal (Total of this page)
						3,756,894.20

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx5696 Jjill/cbsd Po Box 6497 Sioux Falls, SD 57117	C	Opened 5/01/03 Last Active 5/09/04 ChargeAccount				0.00
Account No. Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X C	Legal/Consulting				17,346.91
Account No. LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X C	Accounting/Consulting Fees				6,000.00
Account No. xxxxx3837 Macys/fdsb Macy's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 2/01/04 Last Active 7/08/04 ChargeAccount				0.00
Account No. xxxxxxxx1309 Mohawk/gemb Po Box 981439 El Paso, TX 79998	C	Opened 11/21/06 Last Active 4/10/07 ChargeAccount				0.00
Sheet no. 14 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 23,346.91

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxx3001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 9/01/00 Educational				0.00
Account No. xxxxxxx3002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 9/01/00 Educational				0.00
Account No. xxx3001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 10/01/00 Educational				0.00
Account No. xxx3002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 10/01/00 Educational				0.00
Account No. Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	C	Go Global Business Line of Credit				654,000.00
Sheet no. 15 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						654,000.00
Subtotal (Total of this page)						654,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxx3349 Pacific Monarch Resort 23091 Mill Creek Dr Laguna Hills, CA 92653	H	Opened 11/01/02 Last Active 12/01/02 InstallmentSalesContract				0.00
Account No. xxxxxxxxx5190 Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030	C	Opened 3/01/07 CollectionAttorney Amazon Pest Control				73.00
Account No. xxxxxxxxx5190 Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030	C	Opened 10/01/05 CollectionAttorney Amazon Pest Control				65.00
Account No. Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	C	personal loan				6,800.00
Account No. xxxxx9927 Shell Oil / Citibank Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C	Opened 4/17/08 Last Active 5/03/10 CreditCard				0.00
Sheet no. 16 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 6,938.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xx7004 Sierra Vista Ranchos HOA P.O. box 13044 Las Vegas, NV 89112		7004 Alamos Circle Las Vegas, NV 89120 C 7229 Mira Vista Street Las Vegas, NV 89120				1,200.00
Account No. x0245 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074		Opened 4/01/05 Last Active 1/10/07 CreditLineSecured				0.00
Account No. x9933 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074		Opened 12/01/03 Last Active 9/05/07 NoteLoan				0.00
Account No. x1820 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074		Opened 1/01/07 Last Active 5/16/08 CreditLineSecured				0.00
Account No. x5329 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074		Opened 1/01/03 Last Active 9/01/03				0.00
Sheet no. 17 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 1,200.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 2378	C	Opened 5/01/97 Last Active 2/01/01 InstallmentSalesContract				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. x8081	C	Opened 5/01/06 Last Active 5/14/07 NoteLoan				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. x6993	H	Opened 9/01/99 Last Active 12/01/03 CheckCreditOrLineOfCredit				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. 3	C	Opened 12/09/03 Last Active 9/05/07 NoteLoan				0.00
Slvr St Bnk 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. xxxxxxxxx1270	H	Opened 12/01/00 Last Active 3/01/01 ConventionalRealEstateMortgage				0.00
Suntrust Mortgage/cc 5 Attention: Bankruptcy Po Box 85092 Richmond, VA 23286						
Sheet no. 18 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R O W E R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxxxx0001	C	Opened 2/01/07 Last Active 8/14/08 Automobile				0.00
Toyota Motor Credit Co Must call 800-874-8822 for mailing addre						
Account No. xxxxxxxx9856	H	Opened 12/01/98 Last Active 7/14/04 CreditCard				0.00
Unvl/citi Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195						
Account No. xxxxxx3881	C	Opened 1/01/99 Last Active 10/01/02 Educational				0.00
Us Dept Of Education Attn: Borrowers Service Dept Po Box 5609 Greenville, TX 75403						
Account No. xxxx3449	H	Opened 9/01/00 Last Active 12/01/02 Automobile				0.00
Volvo Finance Na P.o. Box 542000 Omaha, NE 68154						
Account No. xxxxxxxxxxx4767	C	Opened 3/22/07 Last Active 9/24/09 ConventionalRealEstateMortgage				0.00
Wachov Mtg/ Wells Fargo Attn: Bankruptcy Po Box 10335 Des Moines, IA 50306						
Sheet no. 19 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx4767 Wells Fargo Hm Mortgag 3476 Stateview Blvd Fort Mill, SC 29715	C	Opened 3/22/07 Last Active 2/23/10 ConventionalRealEstateMortgage				0.00
Account No. xxxxxx2350 Wendover Fin Srvs Corp 1550 Liberty Ridge Wayne, PA 19087	C	Opened 7/01/02 Last Active 11/01/02 ConventionalRealEstateMortgage				0.00
Account No. xxxxxxxx4353 Wfnnb/ann Taylor Po Box 182273 Columbus, OH 43218	C	Opened 7/01/09 Last Active 8/12/09 ChargeAccount				0.00
Account No. x6286 Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218	H	Opened 9/01/95 Last Active 10/19/95 ChargeAccount				0.00
Account No. x7789 Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218	H	Opened 3/01/97 Last Active 4/13/97 ChargeAccount				0.00
Sheet no. 20 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xxxxxxxx0406 Wfnbn/j Crew Po Box 182273 Columbus, OH 43218	C	Opened 4/01/08 Last Active 5/16/08 ChargeAccount				0.00
Account No. xxxxxxxx9306 World Omni F 6150 Omni Park Dr Mobile, AL 36609	H	Opened 3/01/99 Last Active 6/01/02 Lease				0.00
Account No. xxxxxxxxxxxxxxxx9001 Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109	X C					617,763.00
Account No. 						
Account No. 						
Sheet no. <u>21</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						617,763.00
						Total (Report on Summary of Schedules)
						5,233,439.55

E-filed on **April 4, 2011****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)

AMENDMENT COVER SHEET**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A. Huerta****Carlos A. Huerta****Debtor's Signature****Date: April 4, 2011**

B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H U S B A N D W I F E J O I N T C O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxx3005 American Express PO Box 0001 Los Angeles, CA 90096-0001	X	-				3,000.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X	-		X		3,800,000.00
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	-					41,200.00
Account No. x1157 Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	-					4,800.14
Subtotal (Total of this page)						3,849,000.14

3 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W				
Account No. xxxxxxxxxx5099							
Bank Of America Po Box 26078 Greensboro, NC 27420	X -						46,774.04
Account No.							
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X -					X	57,000.00
Account No.							
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X -			X		X	4,737,473.83
Account No.							
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X -						16,174.50
Account No.							
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X -						6,000.00
Sheet no. <u>1</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							
Subtotal (Total of this page)							4,863,422.37

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxxxxx9002	X	-	Business Line of Credit				653,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125							
Account No. xxxxxxxxxxxxxxx9001	X	-	Mt. Charleston Lodge (owned by Mount Charleston View, LLC)				1,709,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125							
Account No.		-	290 Acres in Nye County, NV 300 acre-feet of water rights	X			4,100,000.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145							
Account No.		-	1225 Empire Avenue, Unit 74 Park City, Utah 84060				0.00
Park City Homeowner's Association P.O. Box 171439 Salt Lake City, UT 84117-1439							
Account No.		-	Legal bills				154,900.00
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052							
Sheet no. <u>2</u> of <u>3</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)
							6,616,900.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xx-x-74-27						
Sweetwater Lift Lodge 1255 Empire Avenue Park City, UT 84060	-	1225 Empire Avenue, Unit 74 Park City, Utah 84060				4,162.52
Account No. xxxxxxxxxxxxxxxx9001						
Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109	X -					616,072.50
Account No.						
Account No.						
Account No.						
Sheet no. 3 of 3 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						620,235.02
						Total (Report on Summary of Schedules)
						15,949,557.53

Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

Clark County Treasurer
500 S Grand Central Parkway
PO Box 551220
Las Vegas, NV 89155-1220

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711

American Express
Acct No xxxxxxxxxxxx3005
PO Box 0001
Los Angeles, CA 90096-0001

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bailus Cook & Kelesis
Acct No x1157
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No xxxxxxxxxxxx5099
Po Box 26078
Greensboro, NC 27420

Carlos A. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

Christine H. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Hugo Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Meridian Financial Services
Acct No xx-x-74-27
P.O. Box 1410
Asheville, NC 28802-1410

Nevada State Bank
Acct No xxxxxxxxxxxxxxxx5001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Park City Homeowner's Association
P.O. Box 171439
Salt Lake City, UT 84117-1439

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

Sigmund Rogich
3883 Howard Hughes Pkwy, Ste 550
Las Vegas, NV 89169

Sweetwater Lift Lodge
Acct No xx-x-74-27
1255 Empire Avenue
Park City, UT 84060

Zions Bank
Acct No xxxxxxxxxxxxxxxx9001
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

E-filed on **March 29, 2011****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)

AMENDMENT COVER SHEET**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A Huerta****Carlos A Huerta****Debtor's Signature****Date: March 29, 2011****/s/ Christine H Huerta****Christine H Huerta****Joint Debtor's Signature****Date: March 29, 2011**

B6F (Official Form 6F) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

**AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxxxx3881 Acs/nelnet Education 501 Bleecker St Utica, NY 13501		C				17,033.00
Account No. xxxxxxxxxxxx0001 Aes/chase Elt Wac Llc Pob 2461 Harrisburg, PA 17101		H				0.00
Account No. xxxx-xxxxxx-x4003 American Express PO Box 0001 Los Angeles, CA 90096-0001		X C				2,800.00
Account No. xxxxxxxxxxxx5543 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		H				0.00
Subtotal (Total of this page)						19,833.00

22 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx0163 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 3/31/09 CreditCard				0.00
Account No. xxxxxxxxxxxx1553 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 4/01/09 CreditCard				0.00
Account No. xxxxxxxxxxxx5003 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Account No. xxxxxxxxxxxx3562 Amex c/o Beckett & Lee Po Box 3001 Malvern, PA 19355	H	Opened 7/01/88 Last Active 11/01/01 CreditCard				0.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X C	09/2006 Business debt				3,800,000.00
Sheet no. <u>1</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						3,800,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		Personal loan				
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	C					41,200.00
Account No. xxxxxxxxx1234		Opened 12/01/03 Last Active 1/01/05 ConventionalRealEstateMortgage				
Aurora Loan Services Attn: Bankruptcy Dept. Po Box 1706 Scottsbluff, NE 69363	C					0.00
Account No. xxxxx3713		Opened 9/21/07 Last Active 3/01/10 ConventionalRealEstateMortgage				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Account No. xxxxx1549		Opened 11/28/05 Last Active 9/14/09 CreditLineSecured				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Account No. xxxxx6680		Opened 2/13/06 Last Active 10/15/07 CreditLineSecured				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Sheet no. 2 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						41,200.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxx5357						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		C	Opened 7/01/02 Last Active 12/01/03 ConventionalRealEstateMortgage			0.00
Account No. xxxx6629						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		H	Opened 12/01/03 Last Active 4/30/08 CreditLineSecured			0.00
Account No. xxxx6597						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		H	Opened 12/01/03 Last Active 4/30/08 ConventionalRealEstateMortgage			0.00
Account No.						
Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101		X C	Legal/Consulting			4,800.00
Account No. xxxxxxxxxx5099						
Bank Of America Po Box 26078 Greensboro, NC 27420		X C	2000 Signature Loan - Business line of credit			46,775.00
Sheet no. 3 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						51,575.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx2390 Bank of America P.O. Box 37279 Baltimore, MD 21297	C					260.00
Account No. xxxxxxxxxx8899 Bank Of America 4161 Piedmont Pkwy Greensboro, NC 27410	H	Opened 5/01/00 Last Active 5/01/02 CreditLineSecured				0.00
Account No. 3082 Bank Of America Po Box 15026 Wilmington, DE 19850	C	Opened 2/22/02 Last Active 7/23/09 CreditCard				0.00
Account No. 29 Bank Of America Po Box 15026 Wilmington, DE 19850	C	Opened 8/01/03 Last Active 8/04/05 CheckCreditOrLineOfCredit				0.00
Account No. Biltmore Village HOA c/o Cadicorp Management Group 7700 N. Kendall Drive PH II Miami, FL 33156	C	HOA dues 711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium				2,400.00
Sheet no. 4 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 2,660.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxx1616 Bsi Financial Services 314 S Franklin Street Titusville, PA 16354	H	Opened 5/01/97 Last Active 11/01/00 ConventionalRealEstateMortgage				0.00
Account No. xxxxxxxxxxxx6559 Cap One Na Po Box 85520 Richmond, VA 23285	H	Opened 3/01/01 Last Active 1/01/03 CreditCard				0.00
Account No. xxxxxxx0624 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/94 Last Active 1/01/02 CreditCard				0.00
Account No. xxxxxxx5373 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	C	Opened 8/01/00 Last Active 2/19/03 CreditCard				0.00
Account No. xxxxxxx0346 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/03 Last Active 3/25/10 ChargeAccount				0.00
Sheet no. 5 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxx-xxxx-xxxx-4735 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 9/01/97 Last Active 3/11/10 CreditCard				1,743.31
Account No. xxxxxxxx7713 Chase N54 W 13600 Woodale Dr Menomonee, WI 53051	C	Opened 1/01/04 Last Active 12/01/04 CreditLineSecured				0.00
Account No. xxxx-xxxx-xxxx-0898 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	H	Opened 12/01/96 Last Active 2/22/10 Credit Card				398.45
Account No. xxxx-xxxx-xxxx-2884 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 5/01/08 Last Active 3/12/10 Credit Card				3,149.03
Account No. xxxx-xxxx-xxxx-3432 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 6/01/96 Last Active 3/04/10 Credit Card				23,987.41
Sheet no. 6 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 29,278.20

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxx-xxxx-xxxx-4253 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 2/01/08 Last Active 3/17/10 Credit Card				8,485.55
Account No. xxxxxx6145 Chase Bank Usa, Na Po Box 9007 Pleasanton, CA 94566	H	Opened 3/01/99 Last Active 9/01/01 CreditCard				0.00
Account No. xxxxxx0239 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 6/25/96 Last Active 4/29/05 CreditCard				0.00
Account No. xxxxxx6020 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 4/01/01 Last Active 9/01/03 CreditCard				0.00
Account No. xxx6721 Chrysler Financial 11811 N Tatum Blvd Ste 4 Phoenix, AZ 85028	H	Opened 4/01/98 Last Active 2/01/01 Lease				0.00
Sheet no. <u>7</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 8,485.55

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx9984 Citi Po Box 6241 Sioux Falls, SD 57117	C	Opened 8/01/01 Last Active 1/15/03 CreditCard				0.00
Account No. xxxxxxxxxxxx5269 Citibank Usa Attn.: Centralized Bankruptcy Po Box 20363 Kansas City, MO 64195	H	Opened 8/07/02 Last Active 12/30/09 ChargeAccount				0.00
Account No. xxxxxxxx6954 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	H	Opened 9/01/02 Last Active 3/13/03 ChargeAccount				0.00
Account No. xxxxxxxx4479 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	C	Opened 7/01/02 Last Active 5/20/05 ChargeAccount				0.00
Account No. xxxxxxxx0101 Citimortgage Inc Po Box 9438 Gaithersburg, MD 20898	H	Opened 1/01/01 Last Active 5/01/02 ConventionalRealEstateMortgage				0.00
Sheet no. 8 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613	X	Yard clean up 809 Lone Star Drive Cedar Park, TX 78613				900.00
Account No. x2797 Crovetti Bone and Joint Institute of SN 2779 W. Horizon Ridge Pkwy Suite 200 Henderson, NV 89052-4380	C	Medical Bill				46.16
Account No. xxxx-xxxx-xxxx-1814 Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 8/01/91 Last Active 5/11/10 CreditCard				7,200.00
Account No. xxxxxxxx4064 Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 12/01/00 Last Active 4/01/02 CreditCard				0.00
Account No. xxxxx0984 Dsnb Bloom Bloomington's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 1/02/06 Last Active 1/31/06 ChargeAccount				0.00
Sheet no. 9 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						8,146.16

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.						
Fairway Pines HOA 848 Tanager Street Ste M Incline Village, NV 89451	C	HOA dues 908 Harold Drive #22 Incline Village, NV 89451				700.00
Account No. xxxx-xxxx-xxxx-1270						
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701	C	Opened 2/22/02 Last Active 3/15/10				9,352.05
Account No. 5842						
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701	H	Opened 1/29/97 Last Active 7/15/09 Credit Card				73.67
Account No. 2396						
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701	H	Opened 10/29/99 Last Active 3/24/10 Credit Card				34.37
Account No.						
Foley & Oakes 850 East Bonneville Avenue Las Vegas, NV 89101	X C	Legal/Consulting				1,500.00
Sheet no. 10 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						11,660.09

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxxxxxx8250						
Fst Usa Bk B 1001 Jefferson Plaza Wilmington, DE 19701		H	Opened 9/01/97 Last Active 3/01/02 CreditCard			0.00
Account No. xxxxxxxx6159						
G M A C Po Box 12699 Glendale, AZ 85318		C	Opened 12/01/01 Last Active 10/01/03 Automobile			0.00
Account No. xxxxxxxx4372						
G M A C Po Box 130424 Roseville, MN 55113		H	Opened 4/01/00 Last Active 2/01/02 Automobile			0.00
Account No. xxxx-xxxx-xxxx-3757						
GAP Credit Card P.O. Box 960017 Orlando, FL 32896		C	01-2010 Credit Card			459.44
Account No. xxxxxxxx0448						
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076		H	Opened 9/01/02 Last Active 4/24/06 ChargeAccount			0.00
Sheet no. <u>11</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						459.44

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. xxxxxxxx0032						
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076		H	Opened 9/23/02 Last Active 8/19/03 ChargeAccount			0.00
Account No. xxxxxxxx8522						
GEMB / Mervyns Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		H	Opened 6/19/00 Last Active 10/23/08 ChargeAccount			0.00
Account No. xxxxxxxx6146						
GEMB / Old Navy Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 7/08/03 Last Active 9/15/08 ChargeAccount			0.00
Account No. xxxxxxxx2377						
Gemb/banana Rep Attn: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 12/19/04 Last Active 9/28/06 ChargeAccount			0.00
Account No. xxxxxxxx0772						
Gemb/gap Po Box 981400 El Paso, TX 79998		C	Opened 3/22/04 Last Active 9/07/08 ChargeAccount			0.00
Sheet no. 12 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx3757	C		Opened 7/27/08 Last Active 3/02/10 CreditCard				0.00
Gemb/gapdc Po Box 981400 El Paso, TX 79998							
Account No.	X C						57,000.00
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169							
Account No. xxxxx4144	H		Opened 10/01/99 Last Active 2/01/01 ConventionalRealEstateMortgage				0.00
Home Comings Financial Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034							
Account No. xxxx-xxxx-xxxx-7033	C		2008 Credit Card				421.00
Home Depot Credit Services PO Box 6925 The Lakes, NV 88901							
Account No. xxxxxxx2634	H		Opened 2/01/98 Last Active 5/01/01 ChargeAccount				0.00
Hsbc/rs Pob 15521 Wilmington, DE 19805							
Sheet no. 13 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims				Subtotal (Total of this page)			57,421.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.							
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	C				X	4,722,550.00
Account No. xxxxxxxxxxxx5696			Opened 5/01/03 Last Active 5/09/04 ChargeAccount				
Jjill/cbsd Po Box 6497 Sioux Falls, SD 57117		C					0.00
Account No.			Legal/Consulting				
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X	C					17,346.91
Account No.			Accounting/Consulting Fees				
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X	C					6,000.00
Account No. xxxxx3837			Opened 2/01/04 Last Active 7/08/04 ChargeAccount				
Macys/fdsb Macy's Bankruptcy Po Box 8053 Mason, OH 45040		H					0.00
Sheet no. 14 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							
Subtotal (Total of this page)							4,745,896.91

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx1309 Mohawk/gemb Po Box 981439 El Paso, TX 79998	C	Opened 11/21/06 Last Active 4/10/07 ChargeAccount				0.00
Account No. xxxxxxxx3001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 9/01/00 Educational				0.00
Account No. xxxxxxxx3002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 9/01/00 Educational				0.00
Account No. xxx3001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 10/01/00 Educational				0.00
Account No. xxx3002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 10/01/00 Educational				0.00
Sheet no. <u>15</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		Go Global Business Line of Credit				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	C					654,000.00
Account No. xxxxxxxxxxxxxxx9001		Mt. Charleston Lodge (Owned by Mount Charleston View, LLC)				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	C					1,709,000.00
Account No.		290 Acres in Nye County, Nevada 300 acre-feet of water rights				
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	X C		X			4,100,000.00
Account No. xxxx3349		Opened 11/01/02 Last Active 12/01/02 InstallmentSalesContract				
Pacific Monarch Resort 23091 Mill Creek Dr Laguna Hills, CA 92653	H					0.00
Account No. xxxxxxxxxx5190		Opened 3/01/07 CollectionAttorney Amazon Pest Control				
Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030	C					73.00
Sheet no. <u>16</u> of <u>22</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						6,463,073.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxx5190 Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030	C	Opened 10/01/05 CollectionAttorney Amazon Pest Control				65.00
Account No. Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	C	personal loan				6,800.00
Account No. xxxxx9927 Shell Oil / Citibank Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C	Opened 4/17/08 Last Active 5/03/10 CreditCard				0.00
Account No. xx7004 Sierra Vista Ranchos HOA P.O. box 13044 Las Vegas, NV 89112	C	7004 Alamos Circle Las Vegas, NV 89120 7229 Mira Vista Street Las Vegas, NV 89120				1,200.00
Account No. x0245 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 4/01/05 Last Active 1/10/07 CreditLineSecured				0.00
Sheet no. 17 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 8,065.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. x9933 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 12/01/03 Last Active 9/05/07 NoteLoan				0.00
Account No. x1820 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 1/01/07 Last Active 5/16/08 CreditLineSecured				0.00
Account No. x5329 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 1/01/03 Last Active 9/01/03				0.00
Account No. 2378 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 5/01/97 Last Active 2/01/01 InstallmentSalesContract				0.00
Account No. x8081 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 5/01/06 Last Active 5/14/07 NoteLoan				0.00
Sheet no. 18 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. x6993 Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	H	Opened 9/01/99 Last Active 12/01/03 CheckCreditOrLineOfCredit				0.00
Account No. 3 Slvr St Bnk 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 12/09/03 Last Active 9/05/07 NoteLoan				0.00
Account No. xxxxxxxxx1270 Suntrust Mortgage/cc 5 Attention: Bankruptcy Po Box 85092 Richmond, VA 23286	H	Opened 12/01/00 Last Active 3/01/01 ConventionalRealEstateMortgage				0.00
Account No. xxxxxxxxxxxxx0001 Toyota Motor Credit Co Must call 800-874-8822 for mailing addre	C	Opened 2/01/07 Last Active 8/14/08 Automobile				0.00
Account No. xxxxxxxxx9856 Unvl/citi Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	H	Opened 12/01/98 Last Active 7/14/04 CreditCard				0.00
Sheet no. 19 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R O W E R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxx3881 Us Dept Of Education Attn: Borrowers Service Dept Po Box 5609 Greenville, TX 75403	C	Opened 1/01/99 Last Active 10/01/02 Educational				0.00
Account No. xxxx3449 Volvo Finance Na P.o. Box 542000 Omaha, NE 68154	H	Opened 9/01/00 Last Active 12/01/02 Automobile				0.00
Account No. xxxxxxxxxx4767 Wachov Mtg/ Wells Fargo Attn: Bankruptcy Po Box 10335 Des Moines, IA 50306	C	Opened 3/22/07 Last Active 9/24/09 ConventionalRealEstateMortgage				0.00
Account No. xxxxxxxxxx4767 Wells Fargo Hm Mortgag 3476 Stateview Blvd Fort Mill, SC 29715	C	Opened 3/22/07 Last Active 2/23/10 ConventionalRealEstateMortgage				0.00
Account No. xxxxxx2350 Wendover Fin Srvs Corp 1550 Liberty Ridge Wayne, PA 19087	C	Opened 7/01/02 Last Active 11/01/02 ConventionalRealEstateMortgage				0.00
Sheet no. 20 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx4353 Wfnnb/ann Taylor Po Box 182273 Columbus, OH 43218	C	Opened 7/01/09 Last Active 8/12/09 ChargeAccount				0.00
Account No. x6286 Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218	H	Opened 9/01/95 Last Active 10/19/95 ChargeAccount				0.00
Account No. x7789 Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218	H	Opened 3/01/97 Last Active 4/13/97 ChargeAccount				0.00
Account No. xxxxxxxx0406 Wfnnb/j Crew Po Box 182273 Columbus, OH 43218	C	Opened 4/01/08 Last Active 5/16/08 ChargeAccount				0.00
Account No. xxxxxxxx9306 World Omni F 6150 Omni Park Dr Mobile, AL 36609	H	Opened 3/01/99 Last Active 6/01/02 Lease				0.00
Sheet no. 21 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xxxxxxxxxxxxxx9001	X C					617,763.00
Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109						
Account No.						
Account No.						
Account No.						
Account No.						
Sheet no. 22 of 22 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						617,763.00
						Total (Report on Summary of Schedules)
						15,865,516.35

Carlos A Huerta
Christine H Huerta
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

Clark County Treasurer
500 S Grand Central Parkway
PO Box 551220
Las Vegas, NV 89155-1220

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711

ACND 1431, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Acs/nelnet Education
Acct No xxxxxx3881
501 Bleecker St
Utica, NY 13501

Aes/chase Elt Wac Llc
Acct No xxxxxxxxxxxxxx0001
Pob 2461
Harrisburg, PA 17101

American Express
Acct No xxxx-xxxxxx-x4003
PO Box 0001
Los Angeles, CA 90096-0001

American Express
Acct No xxxxxxxxxxxxxx5543
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

Amex
Acct No xxxxxxxxxxxxxxxx3562
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Aurora Loan Services
Acct No xxxxxxxxxx1234
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

Aurora Loan Services, LLC
Acct No xxxxxxxxxx6255
c/o McCarthy & Holthus, LLP
9510 West Sahara Ave. Ste. 110
Las Vegas, NV 89117

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bac Home Loans Servici
Acct No xxxxxx3713
450 American St
Simi Valley, CA 93065

Bailus Cook & Kelesis
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No xxxxxxxxxxxx5099
Po Box 26078
Greensboro, NC 27420

Bank Of America
Acct No xxxxxx3713
Attention: Bankruptcy SV-314B
Po Box 5170
Simi Valley, CA 93062

Bank of America
Acct No xxxxxxxxxxxxxx2390
P.O. Box 37279
Baltimore, MD 21297

Bank Of America
Acct No xxxxxxxxxxxx8899
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Acct No 3082
Po Box 15026
Wilmington, DE 19850

Biltmore Village HOA
c/o Cadicorp Management Group
7700 N. Kendall Drive
PH II
Miami, FL 33156

Bmw Financial Services
Acct No xxxxxxxx9087
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
Acct No xxxxxxxx1616
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Acct No xxxxxxxxxxxxxx6559
Po Box 85520
Richmond, VA 23285

Capital One, N.a.
Acct No xxxxxxxx0624
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Chase
Acct No xxxx-xxxx-xxxx-4735
Po Box 15298
Wilmington, DE 19850

Chase
Acct No xxxxxxxxx7713
N54 W 13600 Woodale Dr
Menomonee, WI 53051

Chase Bank USA, N.A.
Acct No xxxx-xxxx-xxxx-0898
Po Box 15145
Wilmington, DE 19850-5145

Chase Bank Usa, Na
Acct No xxxxxxx6145
Po Box 9007
Pleasanton, CA 94566

Chase Home Finance, LLC
Acct No xxxxxxxxxx7905
PP-G7 Bankruptcy Payment Processing
Attn: Officer or Director
3415 Vision Drive
Columbus, OH 43218-2106

Chase Mht Bk
Acct No xxxxxx0239
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chrysler Financial
Acct No xxx6721
11811 N Tatum Blvd Ste 4
Phoenix, AZ 85028

Citi
Acct No xxxxxxxxx9984
Po Box 6241
Sioux Falls, SD 57117

Citibank Usa
Acct No xxxxxxxxxxxxxx5269
Attn.: Centralized Bankruptcy
Po Box 20363
Kansas City, MO 64195

Citifinancial Retail Services
Acct No xxxxxxxxx6954
Citifinancial/Attn: Bankruptcy Dept
1111 Northpoint Dr
Coppell, TX 75019

Citimortgage Inc
Acct No xxxxxxxxxxx0101
Po Box 9438
Gaithersburg, MD 20898

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Crovetti Bone and Joint Institute of SN
Acct No x2797
2779 W. Horizon Ridge Pkwy Suite 200
Henderson, NV 89052-4380

Discover Fin
Acct No xxxx-xxxx-xxxx-1814
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

Dsnb Bloom
Acct No xxxxx0984
Bloomingdale's Bankruptcy
Po Box 8053
Mason, OH 45040

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

FIA Card Services aka Bank of America
Acct No xxxx-xxxx-xxxx-1270
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Foley & Oakes
850 East Bonneville Avenue
Las Vegas, NV 89101

Fst Usa Bk B
Acct No xxxxxxxx8250
1001 Jefferson Plaza
Wilmington, DE 19701

G M A C
Acct No xxxxxxxxx6159
Po Box 12699
Glendale, AZ 85318

G M A C
Acct No xxxxxxxxx4372
Po Box 130424
Roseville, MN 55113

GAP Credit Card
Acct No xxxx-xxxx-xxxx-3757
P.O. Box 960017
Orlando, FL 32896

GEMB / HH Gregg
Acct No xxxxxxxxx0448
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

GEMB / Mervyns
Acct No xxxxxxxxx8522
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

GEMB / Old Navy
Acct No xxxxxxxxx6146
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/banana Rep
Acct No xxxxxxxxx2377
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/gap
Acct No xxxxxxxxx0772
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Acct No xxxxxxxxxxxxxx3757
Po Box 981400
El Paso, TX 79998

Go Global, Inc.
Acct No xxxxxxxxxxxxxxxxxxx9001
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

Home Comings Financial
Acct No xxxxx4144
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

Home Depot Credit Services
Acct No xxxx-xxxx-xxxx-7033
PO Box 6925
The Lakes, NV 88901

Hsbc/rs
Acct No xxxxxxxx2634
Pob 15521
Wilmington, DE 19805

Hugo Paulson
c/o Jennifer A. Smith
Lionel Sawyer & Collins
50 W. Liberty Street, #1100
Reno, NV 89501

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Jjill/cbsd
Acct No xxxxxxxxxxxxxx5696
Po Box 6497
Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Macys/fdsb
Acct No xxxxx3837
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Mohawk/gemb
Acct No xxxxxxxxx1309
Po Box 981439
El Paso, TX 79998

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Nelnet
Acct No xxxxxxxx3001
Attn: Claims
Po Box 17460
Denver, CO 80217

Nevada State Bank
Acct No xxxxxxxxxxxxxxxx5001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Pacific Monarch Resort
Acct No xxxx3349
23091 Mill Creek Dr
Laguna Hills, CA 92653

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Quantum Collections
Acct No xxxxxxxxxx5190
3224 Civic Center Dr
North Las Vegas, NV 89030

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Acct No xxxxx9927
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Sierra Vista Ranchos HOA
Acct No xx7004
P.O. box 13044
Las Vegas, NV 89112

Sigmund Rogich
3883 Howard Hughes Pkwy
Ste. 550
Las Vegas, NV 89169

Silver State Bank
Acct No x0245
400 N Green Valley Pkwy
Henderson, NV 89074

Slvr St Bnk
Acct No 3
400 N Green Valley Pkwy
Henderson, NV 89074

Suntrust Mortgage/cc 5
Acct No xxxxxxxxxxxx1270
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Susan L. Myers
Lionel Sawyer & Collins
300 South Fourth Street #1700
Las Vegas, NV 89101

Toyota Motor Credit Co
Acct No xxxxxxxxxxxxxxx0001
Must call 800-874-8822 for mailing addre

Unvl/citi
Acct No xxxxxxxx9856
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Dept Of Education
Acct No xxxxxx3881
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Vegas Valley Collection Services
Acct No xxxxx-x2741
P.O. Box 98344
Las Vegas, NV 89193-0344

Volvo Finance Na
Acct No xxxx3449
P.o. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Acct No xxxxxxxxxx4767
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
Acct No xxxxxx4767
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Acct No xxxxxxxxxxxxxxx1998
Po Box 31557
Billings, MT 59107

Wells Fargo Hm Mortgag
Acct No xxxxxxxxxx4767
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
Acct No xxxxxx2350
1550 Liberty Ridge
Wayne, PA 19087

Wfnnb/ann Taylor
Acct No xxxxxxxx4353
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Acct No x6286
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

Wfnnb/j Crew
Acct No xxxxxxxx0406
Po Box 182273
Columbus, OH 43218

World Omni F
Acct No xxxxxxxx9306
6150 Omni Park Dr
Mobile, AL 36609

Zions Bank
Acct No xxxxxxxxxxxxxxxx9001
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

E-filed on **February 15, 2011****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☐ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☒ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A Huerta**Carlos A Huerta****Debtor's Signature****Date: February 15, 2011**/s/ Christine H Huerta**Christine H Huerta****Joint Debtor's Signature****Date: February 15, 2011**

Carlos A Huerta
Christine H Huerta
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

Internal Revenue Service
PO Box 480
Holtsville, NY 11742-0480

Clark County Assessor
c/o Bankruptcy Clerk
500 S Grand Central Pkwy
Box 551401
Las Vegas, NV 89155-1401

Clark County Treasurer
500 S Grand Central Parkway
PO Box 551220
Las Vegas, NV 89155-1220

State of Nevada Dept. of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711

ACND 1431, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Acs/nelnet Education
Acct No xxxxxx3881
501 Bleecker St
Utica, NY 13501

Aes/chase Elt Wac Llc
Acct No xxxxxxxxxxxx0001
Pob 2461
Harrisburg, PA 17101

American Express
Acct No xxxx-xxxxxx-x4003
PO Box 0001
Los Angeles, CA 90096-0001

American Express
Acct No xxxxxxxxxxxx5543
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

Amex
Acct No xxxxxxxxxxxxxxxx3562
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Aurora Loan Services
Acct No xxxxxxxxxx1234
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

Aurora Loan Services, LLC
Acct No xxxxxxxxxx6255
c/o McCarthy & Holthus, LLP
9510 West Sahara Ave. Ste. 110
Las Vegas, NV 89117

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bac Home Loans Servici
Acct No xxxxxx3713
450 American St
Simi Valley, CA 93065

Bailus Cook & Kelesis
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No xxxxxxxxxxxx5099
Po Box 26078
Greensboro, NC 27420

Bank Of America
Acct No xxxxxx3713
Attention: Bankruptcy SV-314B
Po Box 5170
Simi Valley, CA 93062

Bank of America
Acct No xxxxxxxxxxxxxx2390
P.O. Box 37279
Baltimore, MD 21297

Bank Of America
Acct No xxxxxxxxxxxx8899
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Acct No 3082
Po Box 15026
Wilmington, DE 19850

Biltmore Village HOA
c/o Cadicorp Management Group
7700 N. Kendall Drive
PH II
Miami, FL 33156

Bmw Financial Services
Acct No xxxxxxxx9087
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
Acct No xxxxxxxx1616
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Acct No xxxxxxxxxxxxxx6559
Po Box 85520
Richmond, VA 23285

Capital One, N.a.
Acct No xxxxxxxxx0624
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Chase
Acct No xxxx-xxxx-xxxx-4735
Po Box 15298
Wilmington, DE 19850

Chase
Acct No xxxxxxxxx7713
N54 W 13600 Woodale Dr
Mennomonee, WI 53051

Chase Bank USA, N.A.
Acct No xxxx-xxxx-xxxx-0898
Po Box 15145
Wilmington, DE 19850-5145

Chase Bank Usa, Na
Acct No xxxxxxx6145
Po Box 9007
Pleasanton, CA 94566

Chase Home Finance, LLC
Acct No xxxxxxxxxx7905
PP-G7 Bankruptcy Payment Processing
Attn: Officer or Director
3415 Vision Drive
Columbus, OH 43218-2106

Chase Mht Bk
Acct No xxxxxx0239
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chrysler Financial
Acct No xxx6721
11811 N Tatum Blvd Ste 4
Phoenix, AZ 85028

Citi
Acct No xxxxxxxxx9984
Po Box 6241
Sioux Falls, SD 57117

Citibank Usa
Acct No xxxxxxxxxxxxxx5269
Attn.: Centralized Bankruptcy
Po Box 20363
Kansas City, MO 64195

Citifinancial Retail Services
Acct No xxxxxxxxx6954
Citifinancial/Attn: Bankruptcy Dept
1111 Northpoint Dr
Coppell, TX 75019

Citimortgage Inc
Acct No xxxxxxxxxxx0101
Po Box 9438
Gaithersburg, MD 20898

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Discover Fin
Acct No xxxx-xxxx-xxxx-1814
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

Dsnb Bloom
Acct No xxxxx0984
Bloomingdale's Bankruptcy
Po Box 8053
Mason, OH 45040

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

FIA Card Services aka Bank of America
Acct No xxxx-xxxx-xxxx-1270
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Foley & Oakes
850 East Bonnevillle Avenue
Las Vegas, NV 89101

Fst Usa Bk B
Acct No xxxxxxxxx8250
1001 Jefferson Plaza
Wilmington, DE 19701

G M A C
Acct No xxxxxxxxx6159
Po Box 12699
Glendale, AZ 85318

G M A C
Acct No xxxxxxxxx4372
Po Box 130424
Roseville, MN 55113

GAP Credit Card
Acct No xxxx-xxxx-xxxx-3757
P.O. Box 960017
Orlando, FL 32896

GEMB / HH Gregg
Acct No xxxxxxxxx0448
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

GEMB / Mervyns
Acct No xxxxxxxxx8522
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

GEMB / Old Navy
Acct No xxxxxxxxx6146
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/banana Rep
Acct No xxxxxxxxx2377
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/gap
Acct No xxxxxxxxx0772
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Acct No xxxxxxxxxxxxxx3757
Po Box 981400
El Paso, TX 79998

Go Global, Inc.
Acct No xxxxxxxxxxxxxxxxxxx9001
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

Home Comings Financial
Acct No xxxxx4144
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

Home Depot Credit Services
Acct No xxxx-xxxx-xxxx-7033
PO Box 6925
The Lakes, NV 88901

Hsbc/rs
Acct No xxxxxxxx2634
Pob 15521
Wilmington, DE 19805

Hugo Paulson
c/o Jennifer A. Smith
Lionel Sawyer & Collins
50 W. Liberty Street, #1100
Reno, NV 89501

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Jjill/cbsd
Acct No xxxxxxxxxxxxxx5696
Po Box 6497
Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Macys/fdsb
Acct No xxxxx3837
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Mohawk/gemb
Acct No xxxxxxxxx1309
Po Box 981439
El Paso, TX 79998

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Nelnet
Acct No xxxxxxxx3001
Attn: Claims
Po Box 17460
Denver, CO 80217

Nevada State Bank
Acct No xxxxxxxxxxxxxxxx5001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Pacific Monarch Resort
Acct No xxxx3349
23091 Mill Creek Dr
Laguna Hills, CA 92653

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Quantum Collections
Acct No xxxxxxxxxx5190
3224 Civic Center Dr
North Las Vegas, NV 89030

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Acct No xxxxxx9927
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Sierra Vista Ranchos HOA
Acct No xx7004
P.O. box 13044
Las Vegas, NV 89112

Sigmund Rogich
3883 Howard Hughes Pkwy
Ste. 550
Las Vegas, NV 89169

Silver State Bank
Acct No x0245
400 N Green Valley Pkwy
Henderson, NV 89074

Slvr St Bnk
Acct No 3
400 N Green Valley Pkwy
Henderson, NV 89074

Suntrust Mortgage/cc 5
Acct No xxxxxxxxxxxx1270
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Susan L. Myers
Lionel Sawyer & Collins
300 South Fourth Street #1700
Las Vegas, NV 89101

Toyota Motor Credit Co
Acct No xxxxxxxxxxxxxxxx0001
Must call 800-874-8822 for mailing addre

Unvl/citi
Acct No xxxxxxxxx9856
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Dept Of Education
Acct No xxxxxx3881
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Volvo Finance Na
Acct No xxxx3449
P.o. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Acct No xxxxxxxxxx4767
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
Acct No xxxxxx4767
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Acct No xxxxxxxxxxxxxx1998
Po Box 31557
Billings, MT 59107

Wells Fargo Hm Mortgag
Acct No xxxxxxxxxx4767
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
Acct No xxxxxx2350
1550 Liberty Ridge
Wayne, PA 19087

Wfnnb/ann Taylor
Acct No xxxxxxxxx4353
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Acct No x6286
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

Wfnnb/j Crew
Acct No xxxxxxxxx0406
Po Box 182273
Columbus, OH 43218

World Omni F
Acct No xxxxxxxx9306
6150 Omni Park Dr
Mobile, AL 36609

Zions Bank
Acct No xxxxxxxxxxxxxxxx9001
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

E-filed on **August 3, 2010****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☐ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☒ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.**/s/ Carlos A. Huerta**Carlos A. Huerta****Debtor's Signature****Date: August 3, 2010**

B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H U S B A N D W I F E J O I N T C O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 372717347753005 American Express PO Box 0001 Los Angeles, CA 90096-0001	X	-				3,000.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X	-		X		3,800,000.00
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	-					41,200.00
Account No. 31157 Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	-					4,800.14
Subtotal (Total of this page)						3,849,000.14

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W				
Account No. 68181004915099							
Bank Of America Po Box 26078 Greensboro, NC 27420	X	-					46,774.04
Account No.							
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X	-				X	57,000.00
Account No.							
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	-		X		X	1,803,000.00
Account No.							
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X	-					17,346.91
Account No.							
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X	-					6,000.00
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							
Subtotal (Total of this page)							1,930,120.95

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H U S B A N D W I F E J O I N T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 0180910026431979002			Business Line of Credit				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	X	-					653,000.00
Account No. 0180910053732049001			Mt. Charleston Lodge (owned by Mount Charleston View, LLC)				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	X	-					1,709,000.00
Account No.			290 Acres in Nye County, NV 300 acre-feet of water rights				
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145		-		X			4,100,000.00
Account No.			Legal bills				
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052		-					154,900.00
Account No. 0010039798978529001							
Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109	X	-					617,763.00
Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 7,234,663.00
(Report on Summary of Schedules)							Total 13,013,784.09

E-filed on **June 4, 2010****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)

AMENDMENT COVER SHEET**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A. Huerta****Carlos A. Huerta****Debtor's Signature****Date: June 4, 2010**

Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bailus Cook & Kelesis
Acct No 31157
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Carlos A. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

Christine H. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Hugo Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

Sigmund Rogich
3883 Howard Hughes Pkwy, Ste 550
Las Vegas, NV 89169

Zions Bank
Acct No 0010039798978529001
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

E-filed on **August 3, 2010****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)

AMENDMENT COVER SHEET**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☐ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☒ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A Huerta****Carlos A Huerta****Debtor's Signature****Date: August 3, 2010****/s/ Christine H Huerta****Christine H Huerta****Joint Debtor's Signature****Date: August 3, 2010**

B6F (Official Form 6F) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

**AMENDED
SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 5300243881 Acs/nelnet Education 501 Bleecker St Utica, NY 13501		C				17,033.00
Account No. 993412632PA00001 Aes/chase Elt Wac Llc Pob 2461 Harrisburg, PA 17101		H				0.00
Account No. 3727-173477-54003 American Express PO Box 0001 Los Angeles, CA 90096-0001		X C				2,800.00
Account No. 3499914559725543 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		H				0.00
Subtotal (Total of this page)						19,833.00

21 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 3499906039840163 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 3/31/09 CreditCard				0.00
Account No. 3499906224881553 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 4/01/09 CreditCard				0.00
Account No. 3499914561155003 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Account No. 016610611019343562 Amex c/o Beckett & Lee Po Box 3001 Malvern, PA 19355	H	Opened 7/01/88 Last Active 11/01/01 CreditCard				0.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X C	09/2006 Business debt				3,800,000.00
Sheet no. <u>1</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 3,800,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		Personal loan				
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	C					41,200.00
Account No. 3640017231234		Opened 12/01/03 Last Active 1/01/05 ConventionalRealEstateMortgage				
Aurora Loan Services Attn: Bankruptcy Dept. Po Box 1706 Scottsbluff, NE 69363	C					0.00
Account No. 165113713		Opened 9/21/07 Last Active 3/01/10 ConventionalRealEstateMortgage				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Account No. 115821549		Opened 11/28/05 Last Active 9/14/09 CreditLineSecured				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Account No. 117176680		Opened 2/13/06 Last Active 10/15/07 CreditLineSecured				
Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C					0.00
Sheet no. 2 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						41,200.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 21555357 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 7/01/02 Last Active 12/01/03 ConventionalRealEstateMortgage				0.00
Account No. 48476629 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	H	Opened 12/01/03 Last Active 4/30/08 CreditLineSecured				0.00
Account No. 48476597 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	H	Opened 12/01/03 Last Active 4/30/08 ConventionalRealEstateMortgage				0.00
Account No. Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	X C	Legal/Consulting				4,800.00
Account No. 68181004915099 Bank Of America Po Box 26078 Greensboro, NC 27420	X C	2000 Signature Loan - Business line of credit				46,775.00
Sheet no. 3 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 51,575.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 4888936228572390	C					260.00
Bank of America P.O. Box 37279 Baltimore, MD 21297						
Account No. 68181000498899	H	Opened 5/01/00 Last Active 5/01/02 CreditLineSecured				0.00
Bank Of America 4161 Piedmont Pkwy Greensboro, NC 27410						
Account No. 3082	C	Opened 2/22/02 Last Active 7/23/09 CreditCard				0.00
Bank Of America Po Box 15026 Wilmington, DE 19850						
Account No. 29	C	Opened 8/01/03 Last Active 8/04/05 CheckCreditOrLineOfCredit				0.00
Bank Of America Po Box 15026 Wilmington, DE 19850						
Account No.	C	HOA dues 711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium				2,400.00
Biltmore Village HOA c/o Cadicorp Management Group 7700 N. Kendall Drive PH II Miami, FL 33156						
Sheet no. 4 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						2,660.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 40742921616 Bsi Financial Services 314 S Franklin Street Titusville, PA 16354		H	Opened 5/01/97 Last Active 11/01/00 ConventionalRealEstateMortgage			0.00
Account No. 5291152049016559 Cap One Na Po Box 85520 Richmond, VA 23285		H	Opened 3/01/01 Last Active 1/01/03 CreditCard			0.00
Account No. 412174130624 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154		H	Opened 4/01/94 Last Active 1/01/02 CreditCard			0.00
Account No. 529115255373 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154		C	Opened 8/01/00 Last Active 2/19/03 CreditCard			0.00
Account No. 479124230346 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154		H	Opened 4/01/03 Last Active 3/25/10 ChargeAccount			0.00
Sheet no. 5 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 4417-1286-8298-4735 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 9/01/97 Last Active 3/11/10 CreditCard				1,743.31
Account No. 426370247713 Chase N54 W 13600 Woodale Dr Menomonee, WI 53051	C	Opened 1/01/04 Last Active 12/01/04 CreditLineSecured				0.00
Account No. 4417-1684-1599-0898 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	H	Opened 12/01/96 Last Active 2/22/10 Credit Card				398.45
Account No. 4266-8411-7603-2884 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 5/01/08 Last Active 3/12/10 Credit Card				3,149.03
Account No. 5401-6830-1205-3432 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 6/01/96 Last Active 3/04/10 Credit Card				23,987.41
Sheet no. 6 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 29,278.20

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 5466-5740-0147-4253 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 2/01/08 Last Active 3/17/10 Credit Card				8,485.55
Account No. 2900336145 Chase Bank Usa, Na Po Box 9007 Pleasanton, CA 94566	H	Opened 3/01/99 Last Active 9/01/01 CreditCard				0.00
Account No. 5491040239 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 6/25/96 Last Active 4/29/05 CreditCard				0.00
Account No. 5260316020 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 4/01/01 Last Active 9/01/03 CreditCard				0.00
Account No. 9196721 Chrysler Financial 11811 N Tatum Blvd Ste 4 Phoenix, AZ 85028	H	Opened 4/01/98 Last Active 2/01/01 Lease				0.00
Sheet no. 7 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 8,485.55

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 542418019984 Citi Po Box 6241 Sioux Falls, SD 57117	C	Opened 8/01/01 Last Active 1/15/03 CreditCard				0.00
Account No. 6035320028845269 Citibank Usa Attn.: Centralized Bankruptcy Po Box 20363 Kansas City, MO 64195	H	Opened 8/07/02 Last Active 12/30/09 ChargeAccount				0.00
Account No. 603259016954 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	H	Opened 9/01/02 Last Active 3/13/03 ChargeAccount				0.00
Account No. 603259014479 Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019	C	Opened 7/01/02 Last Active 5/20/05 ChargeAccount				0.00
Account No. 90800873060101 Citimortgage Inc Po Box 9438 Gaithersburg, MD 20898	H	Opened 1/01/01 Last Active 5/01/02 ConventionalRealEstateMortgage				0.00
Sheet no. 8 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.						
City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613	X C	Yard clean up 809 Lone Star Drive Cedar Park, TX 78613				900.00
Account No. 6011-0045-6135-1814						
Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 8/01/91 Last Active 5/11/10 CreditCard				7,200.00
Account No. 601100934064						
Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 12/01/00 Last Active 4/01/02 CreditCard				0.00
Account No. 210170984						
Dsnb Bloom Bloomingdale's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 1/02/06 Last Active 1/31/06 ChargeAccount				0.00
Account No.						
Fairway Pines HOA 848 Tanager Street Ste M Incline Village, NV 89451	C	HOA dues 908 Harold Drive #22 Incline Village, NV 89451				700.00
Sheet no. 9 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
						Subtotal (Total of this page)
						8,800.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 5490-9920-6762-1270	C	Opened 2/22/02 Last Active 3/15/10				9,352.05
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 5842	H	Opened 1/29/97 Last Active 7/15/09 Credit Card				73.67
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 2396	H	Opened 10/29/99 Last Active 3/24/10 Credit Card				34.37
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No.	X C	Legal/Consulting				1,500.00
Foley & Oakes 850 East Bonneville Avenue Las Vegas, NV 89101						
Account No. 441712868250	H	Opened 9/01/97 Last Active 3/01/02 CreditCard				0.00
Fst Usa Bk B 1001 Jefferson Plaza Wilmington, DE 19701						
Sheet no. 10 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			10,960.09

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 021065006159	C		Opened 12/01/01 Last Active 10/01/03 Automobile				0.00
G M A C Po Box 12699 Glendale, AZ 85318							
Account No. 084144454372	H		Opened 4/01/00 Last Active 2/01/02 Automobile				0.00
G M A C Po Box 130424 Roseville, MN 55113							
Account No. 4479-9413-0294-3757	C		01-2010 Credit Card				459.44
GAP Credit Card P.O. Box 960017 Orlando, FL 32896							
Account No. 601919080448	H		Opened 9/01/02 Last Active 4/24/06 ChargeAccount				0.00
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076							
Account No. 601921020032	H		Opened 9/23/02 Last Active 8/19/03 ChargeAccount				0.00
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076							
Sheet no. 11 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims				Subtotal (Total of this page)			459.44

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 604589108522						
GEMB / Mervyns Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		H	Opened 6/19/00 Last Active 10/23/08 ChargeAccount			0.00
Account No. 601859616146						
GEMB / Old Navy Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 7/08/03 Last Active 9/15/08 ChargeAccount			0.00
Account No. 601859052377						
Gemb/banana Rep Attn: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 12/19/04 Last Active 9/28/06 ChargeAccount			0.00
Account No. 601859550772						
Gemb/gap Po Box 981400 El Paso, TX 79998		C	Opened 3/22/04 Last Active 9/07/08 ChargeAccount			0.00
Account No. 4479941302943757						
Gemb/gapdc Po Box 981400 El Paso, TX 79998		C	Opened 7/27/08 Last Active 3/02/10 CreditCard			0.00
Sheet no. 12 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No.						
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X	C				57,000.00
Account No. 431574144						
Home Comings Financial Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034		H				0.00
Account No. 5588-8000-0842-7033						
Home Depot Credit Services PO Box 6925 The Lakes, NV 88901		C				421.00
Account No. 01000362634						
Hsbc/rs Pob 15521 Wilmington, DE 19805		H				0.00
Account No.						
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	C			X	1,803,000.00
Sheet no. 13 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						1,860,421.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 6011655606195696 Jjill/cbsd Po Box 6497 Sioux Falls, SD 57117	C	Opened 5/01/03 Last Active 5/09/04 ChargeAccount				0.00
Account No. Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X C	Legal/Consulting				17,346.91
Account No. LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X C	Accounting/Consulting Fees				6,000.00
Account No. 435693837 Macys/fdsb Macy's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 2/01/04 Last Active 7/08/04 ChargeAccount				0.00
Account No. 601921071309 Mohawk/gemb Po Box 981439 El Paso, TX 79998	C	Opened 11/21/06 Last Active 4/10/07 ChargeAccount				0.00
Sheet no. 14 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 23,346.91

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 59326523001						
Nelnet Attn: Claims Po Box 17460 Denver, CO 80217		H	Opened 12/01/87 Last Active 9/01/00 Educational			0.00
Account No. 59326523002						
Nelnet Attn: Claims Po Box 17460 Denver, CO 80217		H	Opened 9/01/88 Last Active 9/01/00 Educational			0.00
Account No. 6523001						
Nelnet Attn: Claims Po Box 17460 Denver, CO 80217		H	Opened 12/01/87 Last Active 10/01/00 Educational			0.00
Account No. 6523002						
Nelnet Attn: Claims Po Box 17460 Denver, CO 80217		H	Opened 9/01/88 Last Active 10/01/00 Educational			0.00
Account No.						
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125		C	Go Global Business Line of Credit			654,000.00
Sheet no. 15 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						654,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 0180910053732049001 Nevada State Bank P.O. Box 990 Las Vegas, NV 89125		C	Mt. Charleston Lodge (Owned by Mount Charleston View, LLC)			1,709,000.00
Account No. One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145		X C	290 Acres in Nye County, Nevada 300 acre-feet of water rights	X		4,100,000.00
Account No. 15083349 Pacific Monarch Resort 23091 Mill Creek Dr Laguna Hills, CA 92653		H	Opened 11/01/02 Last Active 12/01/02 InstallmentSalesContract			0.00
Account No. 5190002135190 Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030		C	Opened 3/01/07 CollectionAttorney Amazon Pest Control			73.00
Account No. 5190000885190 Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030		C	Opened 10/01/05 CollectionAttorney Amazon Pest Control			65.00
Sheet no. 16 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 5,809,138.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		personal loan				
Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	C					6,800.00
Account No. 185169927		Opened 4/17/08 Last Active 5/03/10 CreditCard				
Shell Oil / Citibank Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C					0.00
Account No. MV7004		7004 Alamos Circle Las Vegas, NV 89120				
Sierra Vista Ranchos HOA P.O. box 13044 Las Vegas, NV 89112	C	7229 Mira Vista Street Las Vegas, NV 89120				1,200.00
Account No. 50245		Opened 4/01/05 Last Active 1/10/07 CreditLineSecured				
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C					0.00
Account No. 39933		Opened 12/01/03 Last Active 9/05/07 NoteLoan				
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C					0.00
Sheet no. 17 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						8,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 61820	C					
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
						0.00
Account No. 35329	C					
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
						0.00
Account No. 2378	C					
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
						0.00
Account No. 58081	C					
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
						0.00
Account No. 16993	H					
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
						0.00
Sheet no. 18 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 3 Slvr St Bnk 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 12/09/03 Last Active 9/05/07 NoteLoan				0.00
Account No. 9420138551270 Suntrust Mortgage/cc 5 Attention: Bankruptcy Po Box 85092 Richmond, VA 23286	H	Opened 12/01/00 Last Active 3/01/01 ConventionalRealEstateMortgage				0.00
Account No. 70401562434410001 Toyota Motor Credit Co Must call 800-874-8822 for mailing addre	C	Opened 2/01/07 Last Active 8/14/08 Automobile				0.00
Account No. 549113009856 Unvl/citi Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	H	Opened 12/01/98 Last Active 7/14/04 CreditCard				0.00
Account No. 5300243881 Us Dept Of Education Attn: Borrowers Service Dept Po Box 5609 Greenville, TX 75403	C	Opened 1/01/99 Last Active 10/01/02 Educational				0.00
Sheet no. 19 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 10373449 Volvo Finance Na P.o. Box 542000 Omaha, NE 68154		H	Opened 9/01/00 Last Active 12/01/02 Automobile			0.00
Account No. 5260007864767 Wachov Mtg/ Wells Fargo Attn: Bankruptcy Po Box 10335 Des Moines, IA 50306		C	Opened 3/22/07 Last Active 9/24/09 ConventionalRealEstateMortgage			0.00
Account No. 7080007864767 Wells Fargo Hm Mortgag 3476 Stateview Blvd Fort Mill, SC 29715		C	Opened 3/22/07 Last Active 2/23/10 ConventionalRealEstateMortgage			0.00
Account No. 3545562350 Wendover Fin Srvs Corp 1550 Liberty Ridge Wayne, PA 19087		C	Opened 7/01/02 Last Active 11/01/02 ConventionalRealEstateMortgage			0.00
Account No. 585637304353 Wfnnb/ann Taylor Po Box 182273 Columbus, OH 43218		C	Opened 7/01/09 Last Active 8/12/09 ChargeAccount			0.00
Sheet no. 20 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**Debtors
AMENDED**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 46286						
Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218		H	Opened 9/01/95 Last Active 10/19/95 ChargeAccount			0.00
Account No. 37789						
Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218		H	Opened 3/01/97 Last Active 4/13/97 ChargeAccount			0.00
Account No. 585637200406						
Wfnnb/j Crew Po Box 182273 Columbus, OH 43218		C	Opened 4/01/08 Last Active 5/16/08 ChargeAccount			0.00
Account No. 47009039306						
World Omni F 6150 Omni Park Dr Mobile, AL 36609		H	Opened 3/01/99 Last Active 6/01/02 Lease			0.00
Account No. 0010039798978529001						
Zions Bank Angela Stephenson One South Main, Suite 1100 Salt Lake City, UT 84133-1109		X C				617,763.00
Sheet no. 21 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						617,763.00
Total (Report on Summary of Schedules)						12,945,920.19

Carlos A Huerta
Christine H Huerta
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

ACND 1431, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Acs/nelnet Education
Acct No 5300243881
501 Bleecker St
Utica, NY 13501

Aes/chase Elt Wac Llc
Acct No 993412632PA00001
Pob 2461
Harrisburg, PA 17101

American Express
Acct No 3727-173477-54003
PO Box 0001
Los Angeles, CA 90096-0001

American Express
Acct No 3499914559725543
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

Amex
Acct No 016610611019343562
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Aurora Loan Services
Acct No 3640017231234
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

Aurora Loan Services, LLC
Acct No 3640030036255
c/o McCarthy & Holthus, LLP
9510 West Sahara Ave. Ste. 110
Las Vegas, NV 89117

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bac Home Loans Servici
Acct No 165113713
450 American St
Simi Valley, CA 93065

Bailus Cook & Kelesis
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Bank Of America
Acct No 165113713
Attention: Bankruptcy SV-314B
Po Box 5170
Simi Valley, CA 93062

Bank of America
Acct No 4888936228572390
P.O. Box 37279
Baltimore, MD 21297

Bank Of America
Acct No 68181000498899
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Acct No 3082
Po Box 15026
Wilmington, DE 19850

Biltmore Village HOA
c/o Cadicorp Management Group
7700 N. Kendall Drive
PH II
Miami, FL 33156

Bmw Financial Services
Acct No 1000879087
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
Acct No 40742921616
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Acct No 5291152049016559
Po Box 85520
Richmond, VA 23285

Capital One, N.a.
Acct No 412174130624
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Chase
Acct No 4417-1286-8298-4735
Po Box 15298
Wilmington, DE 19850

Chase
Acct No 426370247713
N54 W 13600 Woodale Dr
Mennomonee, WI 53051

Chase Bank USA, N.A.
Acct No 4417-1684-1599-0898
Po Box 15145
Wilmington, DE 19850-5145

Chase Bank Usa, Na
Acct No 2900336145
Po Box 9007
Pleasanton, CA 94566

Chase Home Finance, LLC
Acct No 4651996177905
PP-G7 Bankruptcy Payment Processing
Attn: Officer or Director
3415 Vision Drive
Columbus, OH 43218-2106

Chase Mht Bk
Acct No 5491040239
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chrysler Financial
Acct No 9196721
11811 N Tatum Blvd Ste 4
Phoenix, AZ 85028

Citi
Acct No 542418019984
Po Box 6241
Sioux Falls, SD 57117

Citibank Usa
Acct No 6035320028845269
Attn.: Centralized Bankruptcy
Po Box 20363
Kansas City, MO 64195

Citifinancial Retail Services
Acct No 603259016954
Citifinancial/Attn: Bankruptcy Dept
1111 Northpoint Dr
Coppell, TX 75019

Citimortgage Inc
Acct No 90800873060101
Po Box 9438
Gaithersburg, MD 20898

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Discover Fin
Acct No 6011-0045-6135-1814
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

Dsnb Bloom
Acct No 210170984
Bloomington's Bankruptcy
Po Box 8053
Mason, OH 45040

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

FIA Card Services aka Bank of America
Acct No 5490-9920-6762-1270
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Foley & Oakes
850 East Bonneville Avenue
Las Vegas, NV 89101

Fst Usa Bk B
Acct No 441712868250
1001 Jefferson Plaza
Wilmington, DE 19701

G M A C
Acct No 021065006159
Po Box 12699
Glendale, AZ 85318

G M A C
Acct No 084144454372
Po Box 130424
Roseville, MN 55113

GAP Credit Card
Acct No 4479-9413-0294-3757
P.O. Box 960017
Orlando, FL 32896

GEMB / HH Gregg
Acct No 601919080448
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

GEMB / Mervyns
Acct No 604589108522
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

GEMB / Old Navy
Acct No 601859616146
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/banana Rep
Acct No 601859052377
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/gap
Acct No 601859550772
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Acct No 4479941302943757
Po Box 981400
El Paso, TX 79998

Go Global, Inc.
Acct No 0180910053732049001
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

Home Comings Financial
Acct No 431574144
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

Home Depot Credit Services
Acct No 5588-8000-0842-7033
PO Box 6925
The Lakes, NV 88901

Hsbc/rs
Acct No 01000362634
Pob 15521
Wilmington, DE 19805

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Jjill/cbsd
Acct No 6011655606195696
Po Box 6497
Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Macys/fdsb
Acct No 435693837
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Mohawk/gemb
Acct No 601921071309
Po Box 981439
El Paso, TX 79998

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Nelnet
Acct No 59326523001
Attn: Claims
Po Box 17460
Denver, CO 80217

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Pacific Monarch Resort
Acct No 15083349
23091 Mill Creek Dr
Laguna Hills, CA 92653

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Quantum Collections
Acct No 5190002135190
3224 Civic Center Dr
North Las Vegas, NV 89030

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Acct No 185169927
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Sierra Vista Ranchos HOA
Acct No MV7004
P.O. box 13044
Las Vegas, NV 89112

Sigmund Rogich
3883 Howard Hughes Pkwy
Ste. 550
Las Vegas, NV 89169

Silver State Bank
Acct No 50245
400 N Green Valley Pkwy
Henderson, NV 89074

Slvr St Bnk
Acct No 3
400 N Green Valley Pkwy
Henderson, NV 89074

Suntrust Mortgage/cc 5
Acct No 9420138551270
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Susan L. Myers
Lionel Sawyer & Collins
300 South Fourth Street #1700
Las Vegas, NV 89101

Toyota Motor Credit Co
Acct No 70401562434410001
Must call 800-874-8822 for mailing addre

Unvl/citi
Acct No 549113009856
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Dept Of Education
Acct No 5300243881
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Volvo Finance Na
Acct No 10373449
P.o. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Acct No 5260007864767
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
Acct No 0007864767
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Acct No 11711704752381998
Po Box 31557
Billings, MT 59107

Wells Fargo Hm Mortgag
Acct No 7080007864767
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
Acct No 3545562350
1550 Liberty Ridge
Wayne, PA 19087

Wfnnb/ann Taylor
Acct No 585637304353
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Acct No 46286
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

Wfnnb/j Crew
Acct No 585637200406
Po Box 182273
Columbus, OH 43218

World Omni F
Acct No 47009039306
6150 Omni Park Dr
Mobile, AL 36609

Zions Bank
Acct No 0010039798978529001
Angela Stephenson
One South Main, Suite 1100
Salt Lake City, UT 84133-1109

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Signature Loan	Contingent	3,800,000.00
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Personal loan		41,200.00
Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	Legal Consulting		4,800.14
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Business Line of Credit		46,774.04
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees	Disputed	57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC	Contingent Disputed	1,803,000.00
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Legal Consulting		17,346.91
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	Accounting/Consulting		6,000.00

B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Mt. Charleston Lodge (owned by Mount Charleston View, LLC)		1,709,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	3060 E. Post Road, #110 Las Vegas, NV 89120		654,000.00 (0.00 secured)
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Business Line of Credit		653,000.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	290 Acres in Nye County, NV 300 acre-feet of water rights	Contingent	4,100,000.00
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	Legal bills		154,900.00
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125			617,763.00

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **June 4, 2010**

Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**,
Debtor

Case No. **10-14804-BAM**Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	4,000.00		
B - Personal Property	Yes	5	10,683,395.23		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		654,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		13,013,784.09	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		14			
Total Assets			10,687,395.23		
Total Liabilities				13,667,784.09	

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**,
Debtor

Case No. **10-14804-BAM**Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

B6A (Official Form 6A) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1255 Empire Avenue Park City, Utah, 84060 Timeshare 100% Interest		-	4,000.00	0.00

Sub-Total > **4,000.00** (Total of this page)

Total > **4,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Petty Cash	-	2,000.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Bank of America checking account number ending in 9840 Carlos A. Huerta dba Go Global	-	3,188.22
		Bank of America checking account number ending in 4274	-	4,561.79
		Nevada State Bank account number ending in 4471	-	9,266.61
		Bank of America Business Interest Maximizer account ending in 5642	-	1,728.44
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Frames, Posters, Photographs	-	1,500.00
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		Gym equipment	-	2,500.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > **24,745.06**
(Total of this page)

4 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		Las Vegas Silicon Valley, LLC 50% Interest	-	5,000.00
		ACND 1431, LLC 15% Interest	-	292,500.00
		Canamex Nevada, LLC 1.0% Interest	-	14,000.00
		Charleston Falls, LLC 77.7% Interest	-	1,416,666.67
		Dean Martin, LLC 9.0% Interest	-	0.00
		HC Waterstone, LLC 99.9% Interest	-	0.00
		Homestead 2001, LLC 7.4% Interest	-	150,000.00
		HPCH, LLC 100% Interest	-	150,000.00
		Jonathan Company, LLC 23.1% Interest	-	0.00
		McCarran Development, LLC	-	0.00
		Realized Gains, LLC 50% Interest	-	0.00
		San Lucas, LLC 50% Interest	-	0.00

Sub-Total > **2,028,166.67**
(Total of this page)

Sheet **1** of **4** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		The Villages, LLC 99.0% Interest	-	50,000.00
		War Admiral, LLC 18% Interest	-	400,000.00
		Pecan Street Plaza, LLC 15.9% Interest	-	165,000.00
		Greater Ashton, LLC 85% Interest	-	1,176,000.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		John deVries/Gimme Sum Worldwide	-	3,111,041.00
		Alex Maynard	-	90,305.00
		Thaddeus A Wier	-	127,834.00
		Daniel DeARmas	-	237,945.00
		Moses Johnson	-	48,129.00
		Sig Rogich	-	2,747,729.50
		IRS	-	300,000.00
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			

Sub-Total > **8,453,983.50**
(Total of this page)

Sheet 2 of 4 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		10% ownership interest in the rights to the potential purchase of a Henderson, NV property totaling 12.5 acres (known as the "St. Rose" property)	-	170,000.00
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Copy Maching, Printer, Computer, Video Projector, Computer Monitors	-	6,500.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			

Sub-Total > **176,500.00**
(Total of this page)

Sheet **3** of **4** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
 (Total of this page)
 Total > **10,683,395.23**

(Report also on Summary of Schedules)

Sheet **4** of **4** continuation sheets attached
 to the Schedule of Personal Property

B6E (Official Form 6E) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H U S B A N D W I F E J O I N T C O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 372717347753005 American Express PO Box 0001 Los Angeles, CA 90096-0001	X	-				3,000.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X	-		X		3,800,000.00
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	-					41,200.00
Account No. 31157 Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101	-					4,800.14
Subtotal (Total of this page)						3,849,000.14

2 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 68181004915099		Business Line of Credit				
Bank Of America Po Box 26078 Greensboro, NC 27420	X -					46,774.04
Account No.		Legal Fees				
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X -				X	57,000.00
Account No.		Partially secured by a pledge of the Debtor's interest in Pecan Street Plaza, LLC				
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X -		X		X	1,803,000.00
Account No.		Legal Consulting				
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	X -					17,346.91
Account No.		Accounting/Consulting				
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	X -					6,000.00
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						1,930,120.95

B6F (Official Form 6F) (12/07) - Cont.

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 0180910026431979002		Business Line of Credit				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	X -					653,000.00
Account No. 0180910053732049001		Mt. Charleston Lodge (owned by Mount Charleston View, LLC)				
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	X -					1,709,000.00
Account No.		290 Acres in Nye County, NV 300 acre-feet of water rights				
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	-		X			4,100,000.00
Account No.		Legal bills				
Ray Koroghli 3055 Via Sarafina Avenue Henderson, NV 89052	-					154,900.00
Account No. 0010039798978529001						
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125	X -					617,763.00
Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						7,234,663.00
						Total (Report on Summary of Schedules)
						13,013,784.09

B6G (Official Form 6G) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
HPCH, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Office rental space expires 04/30/2012

0

_____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	American Express PO Box 0001 Los Angeles, CA 90096-0001
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Bank Of America Po Box 26078 Greensboro, NC 27420
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102
Carlos A. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Christine H. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125

In re **Go Global, Inc.**Case No. **10-14804-BAM**

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Christine H. Huerta 3060 E. Post Road #110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Hugo Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Sigmund Rogich 3883 Howard Hughes Pkwy, Ste 550 Las Vegas, NV 89169	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148

Sheet 1 of 1 continuation sheets attached to the Schedule of Codebtors

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
District of Nevada**In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**Chapter **11****DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the President of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **16** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **June 4, 2010**Signature **/s/ Carlos A. Huerta****Carlos A. Huerta
President**

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (12/07)

**United States Bankruptcy Court
District of Nevada**

In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT
\$0.00
\$9,833.34
\$65,410.49

SOURCE
2010 YTD Income
2009 Income
2008 Income
AFLPA income = \$1,577.11;
Tomdan International, LLC income = \$4,833.34;
Go Global, Inc. income = \$59,000.04;

2. Income other than from employment or operation of business

None

☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT
\$15,000.00

SOURCE
2008 - Mountain Gaming, LLC

3. Payments to creditors

None

☐ **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
None <input type="checkbox"/>	b. <i>Debtor whose debts are not primarily consumer debts:</i> List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)		

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	12/31/2009, 02/18/2010, 02/25/2010	\$15,000.00	\$654,000.00

None

☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	09/24/2009	\$50,000.00	\$3,800,000.00

4. Suits and administrative proceedings, executions, garnishments and attachments

None

- ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Hugo R. Paulson, individually and as trustee of Hugo R. Paulson SEP IRA vs. Carlos Huerta, an individual; Go Global, Inc., a Nevada Corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: CV0901910	Civil	Second Judicial District Court Washoe County, Nevada	Pending
Hugo R. Paulson as trustee of Hugo R. Paulson SEP IRA vs. Anthony Savino; Datasource, LLC, a Nevada limited liability company; Carlos Huerta, an individual; Go Global, Inc., a Nevada corporation; Does 1 through 10; ROE Corporations 1 through 10 Case No.: A9-604085-C - Conversion Case No.: A604085	Civil	District Court Clark County, Nevada	Pending
Go Global, Inc., A Nevada Corporation v John deVries, an individual; Gimme Sum Worldwide, Inc., a Nevada corporation; Gimme Sum California, Inc., a Nevada corporation; Gimme Sum Equipment, Inc., a Nevada corporation; Gimme Sum Franchise Corp., a Nevada corporation; Gimme Sum Louisiana, Inc., a Nevada corporation; Gimme Sum Marketing Fund, Inc., a Nevada corporation; Gimme Mum Minnesota, Inc., a Nevada corporation; Gimme Sum Real Estate Corp., a Nevada corporation...Case No.: A567964	Breach of Contract	Clark County, Nevada	Pending

None

- ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Charleston Falls, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	3/5/2010	Interests within Mt. Charleston View, LLC \$2,500,000.00

NAME AND ADDRESS OF PERSON FOR WHOSE
BENEFIT PROPERTY WAS SEIZED

**Mountain Gaming, LLC
c/o Carlos Huerta
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120**

DATE OF SEIZURE
3/5/2010

DESCRIPTION AND VALUE OF
PROPERTY

**Restaurant and bar operation at the top of Mt.
Charleston, Nevada.
Approximate value - \$3,000,000.00**

5. Repossessions, foreclosures and returns

None

■ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
CREDITOR OR SELLER

DATE OF REPOSSESSION,
FORECLOSURE SALE,
TRANSFER OR RETURN

DESCRIPTION AND VALUE OF
PROPERTY

6. Assignments and receiverships

None

■ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF
ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

None

■ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIAN

NAME AND LOCATION
OF COURT
CASE TITLE & NUMBER

DATE OF
ORDER

DESCRIPTION AND VALUE OF
PROPERTY

7. Gifts

None

■ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF
PERSON OR ORGANIZATION

RELATIONSHIP TO
DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND
VALUE OF GIFT

8. Losses

None

■ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE
OF PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF
LOSS WAS COVERED IN WHOLE OR IN PART
BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101	03/23/2010	\$25,000.00

10. Other transfers

- None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Sigmund Rogich Investor/Member	10/31/2008	Eldorado Hills, LLC interest \$2,747,729.50 debt
The Villages, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Various	\$32,000
Ashton Inn LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Various	\$42,100.00

- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	Checking account number ending in 4029	10/28/2009 \$569.00
Bank of Las Vegas 6001 S. Decatur Blvd., Ste P Las Vegas, NV 89118	Money market account number ending in 3111	10/28/2009 \$3,506.00

12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
---	---	----------------------------	--

13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
---------	-----------	--------------------

16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	--	-------------------	----------------------

- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18 . Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Go Global, Inc.	88-0432565	300 E. Post Road Ste. 110 Las Vegas, NV 89120	Real Estate Brokerage and Investment	07/29/1997-Present
BV 86, LLC		5451 South Durango Drive Las Vegas, NV 89113	Real Estate Investment Dissolved	10/2007-12/2008
Charleston Falls, LLC	20-515-7867	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	06/2006-Present
Eldorado II, LLC		3883 Howard Hughes Pkwy, #590 Las Vegas, NV 89169	Established to acquire property Dissolved	08/2007-08-2009
Mt. Charleston View, LLC	06-1758575	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09-2005-
HPCH, LLC	06-1758580	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09/2005-Present
Realized Gains, LLC	20-4715600	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	04/2005-03/2010
The Villages, LLC	20-4922242	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	03/2006-Present
Homestead 2001, LLC	88-0484401	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	01/2001-Present

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME
HPCH, LLC

ADDRESS
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

The Villages, LLC

3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS
Lynda Keeton CPA, LLC
375 N. Stephanie Street
Bldg. 2
Henderson, NV 89014

DATES SERVICES RENDERED
01/2010-Present

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

12/1997-Present

Shelby Keefer CPA
7201 W. Lake Mead Blvd.
Ste. 502
Las Vegas, NV 89128

04/2008-Present

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME
Summer Rellamas
ADDRESS
1182 Claire Rose Avenue
Las Vegas, NV 89183

DATES SERVICES RENDERED
02/2005-09/2009

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME
Lynda Keeton CPA, LLC

ADDRESS
375 N. Stephanie Street
Bldg. 2
Henderson, NV 89014

LL Bradford & Co.

8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Shelby Keefer CPA

7201 W. Lake Mead Blvd.
Ste. 502
Las Vegas, NV 89128

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

Nevada State Bank
750 E. Warm Springs Road, 4th Floor
Las Vegas, NV 89119

DATE ISSUED

04/2008

City National Bank
555 South Flower Street
Los Angeles, CA 90071

06/2009

20. Inventories

None

☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

None

☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS**21. Current Partners, Officers, Directors and Shareholders**

None

☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None

☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

Christine Huerta

Secretary

Joseph Rainone

Treasurer

22. Former partners, officers, directors and shareholders

None

☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None

☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None

☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTORDATE AND PURPOSE
OF WITHDRAWALAMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY

24. Tax Consolidation Group.

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date June 4, 2010Signature /s/ Carlos A. Huerta
Carlos A. Huerta
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court
District of Nevada**

In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>25,000.00</u>
Prior to the filing of this statement I have received	\$	<u>25,000.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ **1,039.00** of the filing fee has been paid.
3. The source of the compensation paid to me was:
☒ Debtor ☐ Other (specify):
4. The source of compensation to be paid to me is:
☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - [Other provisions as needed]
- See the Schwartz Law Firm's detailed retention application for a description of the monies received and fees earned.**
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **June 4, 2010**

/s/ Samuel A. Schwartz. Esq.
Samuel A. Schwartz. Esq. 10985
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544 Fax: (702) 385-2741
sam@schwartzlawyers.com

**United States Bankruptcy Court
District of Nevada**

In re **Go Global, Inc.**
Debtor

Case No. **10-14804-BAM**

Chapter **11**

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Carlos A. Huerta 3060 E. Post Road, Ste.110 Las Vegas, NV 89120	Common Stock	1	100%

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date **June 4, 2010**

Signature **/s/ Carlos A. Huerta**
Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C §§ 152 and 3571.

**United States Bankruptcy Court
District of Nevada**

In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**Chapter **11**

VERIFICATION OF CREDITOR MATRIX

I, the President of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **June 4, 2010****/s/ Carlos A. Huerta****Carlos A. Huerta/President**

Signer/Title

E-filed on **June 4, 2010****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Go Global, Inc.**Case # **10-14804-BAM**Chapter **11**

Trustee

Debtor(s)

AMENDMENT COVER SHEET**Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A. Huerta****Carlos A. Huerta****Debtor's Signature****Date: June 4, 2010**

Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bailus Cook & Kelesis
Acct No 31157
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Carlos A. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

Christine H. Huerta
3060 E. Post Road #110
Las Vegas, NV 89120

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

HPCH, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Hugo Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Ray Koroghli
3055 Via Sarafina Avenue
Henderson, NV 89052

Sigmund Rogich
3883 Howard Hughes Pkwy, Ste 550
Las Vegas, NV 89169

Zions Bank
Acct No 0010039798978529001
P.O. Box 25855
Salt Lake City, UT 84125

**United States Bankruptcy Court
District of Nevada**In re **Go Global, Inc.**

Debtor(s)

Case No. **10-14804-BAM**
Chapter **11****CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for **Go Global, Inc.** in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

☒ None [*Check if applicable*]

June 4, 2010

Date

/s/ Samuel A. Schwartz. Esq.**Samuel A. Schwartz. Esq. 10985**

Signature of Attorney or Litigant

Counsel for **Go Global, Inc.****The Schwartz Law Firm****701 E. Bridger Avenue, Suite 120****Las Vegas, NV 89101****(702) 385-5544 Fax:(702) 385-2741****sam@schwartzlawyers.com**

Name, Address, Telephone No. & I.D. No.

Samuel A. Schwartz. Esq. 10985
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544
10985

UNITED STATES BANKRUPTCY COURT

District of Nevada

In Re

Go Global, Inc.

Debtor(s)

BANKRUPTCY NO. 10-14804-BAM
CHAPTER NO. 11

DECLARATION RE: ELECTRONIC FILING OF PETITION
SCHEDULES, STATEMENTS AND PLAN (if applicable)

PART I - DECLARATION OF PETITIONER

I [We] **Carlos A. Huerta** and _____, the undersigned debtor(s) hereby declare under penalty of perjury that the information I have given my attorney and the information provided in the electronically filed petition, statements, schedules, amendments and plan (if applicable) as indicated above is true and correct. I consent to my attorney filing my petition, this declaration, statements, schedules and plan (if applicable) as indicated above to the United States Bankruptcy Court. I understand that this DECLARATION RE: ELECTRONIC FILING is to be filed with the Clerk once all schedules have been filed electronically but, in no event, no later than 15 days following the date the petition was electronically filed. I understand that failure to file the signed original of this DECLARATION will cause my case to be dismissed pursuant to 11 U.S.C. § 707(a)(3) without further notice.

- ☐ If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7 or 13. I am aware that I may proceed under chapter 7, 11, 12, or 13 of 11 United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7 or 13. I request relief in accordance with the chapter specified in this petition.
- ☒ [If petitioner is a corporation or partnership] I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter specified in this petition.

Dated: **June 4, 2010**

Signed: **/s/ Carlos A. Huerta**
Carlos A. Huerta/President
 (Applicant)

PART II - DECLARATION OF ATTORNEY

I, the attorney for the petitioner named in the foregoing petition, declare that, I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

Dated: **June 4, 2010**

Signed: **/s/ Samuel A. Schwartz. Esq.**
Samuel A. Schwartz. Esq. 10985
 Attorney for Debtor(s)

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

United States Bankruptcy Court
District of Nevada

In re **Carlos A Huerta**
Christine H Huerta

Debtor(s)

Case No. **10-14456-bam**Chapter **11**

CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Carlos A Huerta
Christine H Huerta

Printed Name(s) of Debtor(s)

Case No. (if known) **10-14456-bam**X **/s/ Carlos A Huerta**

Signature of Debtor

June 4, 2010

Date

X **/s/ Christine H Huerta**

Signature of Joint Debtor (if any)

June 4, 2010

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Carlos A Huerta**
Christine H Huerta

Debtor(s)

Case No. **10-14456-bam**Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Acs/nelnet Education 501 Bleecker St Utica, NY 13501	Acs/nelnet Education 501 Bleecker St Utica, NY 13501	Educational		17,033.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Business debt		3,800,000.00
Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	Personal loan		41,200.00
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Signature Loan - Business line of credit		46,775.00
Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	Credit Card		23,987.41
Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	Credit Card		8,485.55
Chase Home Finance, LLC PP-G7 Bankruptcy Payment Processing Attn: Officer or Director 3415 Vision Drive Columbus, OH 43218-2106	Chase Home Finance, LLC PP-G7 Bankruptcy Payment Processing Attn: Officer or Director Columbus, OH 43218-2106	809 Lone Star Drive Cedar Park, TX 78613 Vacant Land		128,517.91 (70,000.00 secured)
Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	CreditCard		7,200.00
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701	FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor Malvern, PA 19355-0701			9,352.05

B4 (Official Form 4) (12/07) - Cont.

In re **Carlos A Huerta**
Christine H HuertaCase No. **10-14456-bam**

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continuation Sheet)

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169			57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018		Disputed	1,803,000.00
IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114	IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114	2005 and 2006 taxes May also include liens for the properties located at 7004 Alamos Circle, Las Vegas, NV 89120, 7229 Mira Vista Street, Las Vegas	Disputed	427,040.00
IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114	IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114	2007 Income Taxes 7004 Alamos Circle Las Vegas, NV 89120	Disputed	43,782.00
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102	Legal/Consulting		17,346.91
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148	Accounting/Consulting Fees		6,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Mt. Charleston Lodge (Owned by Mount Charleston View, LLC)		1,709,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Go Global Business Line of Credit		654,000.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	290 Acres in Nye County, Nevada 300 acre-feet of water rights	Contingent	4,100,000.00
Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	personal loan		6,800.00
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125			617,763.00

B4 (Official Form 4) (12/07) - Cont.

In re **Carlos A Huerta**
Christine H Huerta

Debtor(s)

Case No. **10-14456-bam****LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS**
(Continuation Sheet)**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

We, **Carlos A Huerta** and **Christine H Huerta**, the debtors in this case, declare under penalty of perjury that we have read the foregoing list and that it is true and correct to the best of our information and belief.

Date **June 4, 2010**Signature **/s/ Carlos A Huerta**
Carlos A Huerta
DebtorDate **June 4, 2010**Signature **/s/ Christine H Huerta**
Christine H Huerta
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Carlos A Huerta,**
Christine H Huerta

Debtors

Case No. **10-14456-bam**Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	1,855,000.00		
B - Personal Property	Yes	4	14,538,910.36		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		2,361,016.76	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		470,822.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	22		12,945,920.19	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	Yes	1			3,919.00
J - Current Expenditures of Individual Debtor(s)	Yes	1			22,367.00
Total Number of Sheets of ALL Schedules		37			
Total Assets			16,393,910.36		
Total Liabilities				15,777,758.95	

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of Nevada

In re **Carlos A Huerta,**
Christine H Huerta

Debtors

Case No. **10-14456-bam**Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

- ☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	470,822.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	470,822.00

State the following:

Average Income (from Schedule I, Line 16)	3,919.00
Average Expenses (from Schedule J, Line 18)	22,367.00
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	4,536.16

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		58,517.91
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	43,782.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		427,040.00
4. Total from Schedule F		12,945,920.19
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		13,431,478.10

B6A (Official Form 6A) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Landing at Seven Coves Timeshare#G23422 c/o VRI P.O. Box 3620 Laguna Hills, CA 92654		C	1,000.00	0.00
Cancun/Monarch Grand Vacations Timeshare 8335 South Las Vegas Blvd Las Vegas, NV 89123 Owner #15083349		C	1,000.00	0.00
7004 Alamos Circle Las Vegas, NV 89120 Vacant Land		C	105,000.00	0.00
7229 Mira Vista Street Las Vegas, NV 89120 Primary Residence		C	850,000.00	842,190.85
908 Harold Drive, #22 Incline Village, Nevada 89451		C	450,000.00	354,000.00
711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium		C	378,000.00	367,000.00
809 Lone Star Drive Cedar Park, TX 78613 Vacant Land		C	70,000.00	128,517.91

Sub-Total > **1,855,000.00** (Total of this page)Total > **1,855,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Wells Fargo checking account number ending in 6192	C	596.30
		Wells Fargo savings account number ending in 1509	C	0.00
		ING Direct Savings Account number ending in 3798	C	688.28
		Nevada State Bank Trust Account number ending in 0435	C	1,304.47
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Furniture, appliances, electronics Location: 7229 Mira Vista Street, Las Vegas NV 89120	C	5,400.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Frames, posters, photos Location: 7229 Mira Vista Street, Las Vegas NV 89120	C	2,000.00
6. Wearing apparel.		Clothing Location: 7229 Mira Vista Street, Las Vegas NV 89120	C	2,000.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		Yamaha Golf Cart Location: 7229 Mira Vista Street, Las Vegas NV 89120	C	800.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
Sub-Total > (Total of this page)				12,789.05

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		JP Morgan IRA account number ending in 7R60 Carlos Huerta	C	25,578.00
		Capital Securities	C	40,000.00
		Sovereign Global Advisors SEP IRA	C	84,478.54
		Ameriprise Account number ending in 2133	C	16,263.20
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		Capital Securities of America SEP IRA	C	36,682.90
		Go Global, Inc. 100% Interest	C	10,687,395.23
		Sovereign Global Advisors Account number ending in 6081	C	41,021.07
		CapaZoo stock	C	50,000.00
14. Interests in partnerships or joint ventures. Itemize.		Mountain Gaming 50% Interest	C	2,133,300.00
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Thaddeus Wier	C	127,834.00
		Moses Johnson	C	48,129.00
		IRS	C	727,000.00
		Scott Kent	C	24,000.00
		Sergio Tan	C	7,000.00

Sub-Total > **14,048,681.94**
(Total of this page)

Sheet **1** of **3** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		Alexander Christopher Irrevocable Trust Carlos A. Huerta and Christine H. Huerta, Trustees Carlos A. Huerta and Christine H. Huerta, Beneficiaries	C	0.00
		Term life insurance policy with death benefit of \$250,000.00 in name of trust.		
		CCH Nevada Trust Antonio Huerta, Trustee Noah Alexander Huerta and Wyatt Christopher Huerta, Beneficiaries	C	0.00
		Alexander Christopher Trust Carlos A. Huerta and Christine H. Huerta, Trustees Carlos A. Huerta and Christine H. Huerta, Beneficiaries	C	443,289.37
		Note in the amount of \$237,945.00 to Daniel DeArmas owed to Alexander Christopher Trust		
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			

Sub-Total > **443,289.37**
(Total of this page)

Sheet **2** of **3** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2008 Volvo Wagon XC70	C	26,350.00
		2004 Chevy Trailblazer	C	7,800.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **34,150.00**
(Total of this page)

Total > **14,538,910.36**

(Report also on Summary of Schedules)

Sheet **3** of **3** continuation sheets attached
to the Schedule of Personal Property

B6C (Official Form 6C) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPTDebtor claims the exemptions to which debtor is entitled under:
(Check one box)☐ 11 U.S.C. §522(b)(2)☒ 11 U.S.C. §522(b)(3)☐ Check if debtor claims a homestead exemption that exceeds
\$136,875.

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</u>			
JP Morgan IRA account number ending in 7R60 Carlos Huerta	Nev. Rev. Stat. § 21.090(1)(r)	25,578.00	25,578.00
Sovereign Global Advisors SEP IRA	Nev. Rev. Stat. § 21.090(1)(r)	84,478.54	84,478.54
<u>Stock and Interests in Businesses</u>			
Sovereign Global Advisors Account number ending in 6081	Nev. Rev. Stat. § 21.090(1)(r)	41,021.07	41,021.07
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u>			
2008 Volvo Wagon XC70	Nev. Rev. Stat. § 21.090(1)(f)	11,042.00	26,350.00
2004 Chevy Trailblazer	Nev. Rev. Stat. § 21.090(1)(f)	7,800.00	7,800.00

Total:	169,919.61	185,227.61
--------	-------------------	-------------------

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6D (Official Form 6D) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O D E B T O R	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. 3640030036255			Opened 1/12/04 Last Active 2/24/10					
Aurora Loan Services, LLC c/o McCarthy & Holthus, LLP 9510 West Sahara Ave. Ste. 110 Las Vegas, NV 89117		C	First Mortgage 7229 Mira Vista Street Las Vegas, NV 89120 Primary Residence				665,655.85	0.00
			Value \$ 850,000.00					
Account No. 165113713			10/2007					
Bank Of America Attention: Bankruptcy SV-314B Po Box 5170 Simi Valley, CA 93062		C	First Mortgage 908 Harold Drive, #22 Incline Village, Nevada 89451				354,000.00	0.00
			Value \$ 450,000.00					
Account No. 1000879087			Opened 6/01/09 Last Active 4/26/10					
Bmw Financial Services 5550 Britton Parkway Hilliard, OH 43026		C	Purchase Money Security 2008 Volvo Wagon XC70				15,308.00	0.00
			Value \$ 26,350.00					
Account No. 4651996177905			Opened 12/01/00 Last Active 4/01/10					
Chase Home Finance, LLC PP-G7 Bankruptcy Payment Processing Attn: Officer or Director 3415 Vision Drive Columbus, OH 43218-2106		X H	First Mortgage 809 Lone Star Drive Cedar Park, TX 78613 Vacant Land				128,517.91	58,517.91
			Value \$ 70,000.00					
Subtotal (Total of this page)							1,163,481.76	58,517.91

1 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No. 0180910033179005001	X	C	03/2006					
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			3060 E. Post Road #110 Las Vegas, NV 89120					
			Value \$ 850,000.00				654,000.00	0.00
Account No. 0007864767		C	10/2007					
Wells Fargo P.O. Box 14547 Des Moines, IA 50306			First Mortgage 711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium					
			Value \$ 378,000.00				367,000.00	0.00
Account No. 11711704752381998		C	Opened 11/01/08 Last Active 3/05/10					
Wells Fargo Bank N A Po Box 31557 Billings, MT 59107			HELOC 7229 Mira Vista Street Las Vegas, NV 89120 Primary Residence					
			Value \$ 850,000.00				176,535.00	0.00
Account No.								
			Value \$					
Account No.								
			Value \$					

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Secured ClaimsSubtotal
(Total of this page)**1,197,535.00****0.00**Total
(Report on Summary of Schedules)**2,361,016.76****58,517.91**

B6E (Official Form 6E) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.			2005 and 2006 taxes May also include liens for the properties located at 7004 Alamos Circle, Las Vegas, NV 89120, 7229 Mira Vista Street, Las Vegas, NV 89120, 908 Harold Drive, Unit #22, Incline Village, NV 89451				427,040.00	
IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114		C				X		427,040.00
Account No.			2007 Income Taxes 7004 Alamos Circle Las Vegas, NV 89120				43,782.00	
IRS P.O. Box 21126 DPN 781 Philadelphia, PA 19114		C				X		43,782.00
Account No.								
Account No.								
Account No.								

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority ClaimsSubtotal
(Total of this page)**427,040.00**
43,782.00Total
(Report on Summary of Schedules)**427,040.00**
43,782.00

B6F (Official Form 6F) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 5300243881 Acs/nelnet Education 501 Bleecker St Utica, NY 13501		C	Opened 10/01/02 Last Active 3/10/10 Educational				17,033.00
Account No. 993412632PA00001 Aes/chase Elt Wac Llc Pob 2461 Harrisburg, PA 17101		H	Opened 5/01/94 Last Active 12/22/06 Educational				0.00
Account No. 3727-173477-54003 American Express PO Box 0001 Los Angeles, CA 90096-0001		X C	2010 Credit Card				2,800.00
Account No. 3499914559725543 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		H	Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Subtotal (Total of this page)							19,833.00

21 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 3499906039840163 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355	C	Opened 8/01/05 Last Active 3/31/09 CreditCard				0.00
Account No. 3499906224881553 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		Opened 8/01/05 Last Active 4/01/09 CreditCard				0.00
Account No. 3499914561155003 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		Opened 7/01/99 Last Active 5/01/10 CreditCard				0.00
Account No. 016610611019343562 Amex c/o Beckett & Lee Po Box 3001 Malvern, PA 19355	H	Opened 7/01/88 Last Active 11/01/01 CreditCard				0.00
Account No. Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	X C	09/2006 Business debt				3,800,000.00
Sheet no. <u>1</u> of <u>21</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						3,800,000.00
Subtotal (Total of this page)						3,800,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Arie Fisher 16 Rashi Street Ra'anana, Israel 43214	C	Personal loan				41,200.00
Account No. 3640017231234 Aurora Loan Services Attn: Bankruptcy Dept. Po Box 1706 Scottsbluff, NE 69363		Opened 12/01/03 Last Active 1/01/05 ConventionalRealEstateMortgage				0.00
Account No. 165113713 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 9/21/07 Last Active 3/01/10 ConventionalRealEstateMortgage				0.00
Account No. 115821549 Bac Home Loans Servi 450 American St Simi Valley, CA 93065		Opened 11/28/05 Last Active 9/14/09 CreditLineSecured				0.00
Account No. 117176680 Bac Home Loans Servi 450 American St Simi Valley, CA 93065	C	Opened 2/13/06 Last Active 10/15/07 CreditLineSecured				0.00
Sheet no. 2 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						41,200.00
Subtotal (Total of this page)						41,200.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 21555357						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		C	Opened 7/01/02 Last Active 12/01/03 ConventionalRealEstateMortgage			0.00
Account No. 48476629						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		H	Opened 12/01/03 Last Active 4/30/08 CreditLineSecured			0.00
Account No. 48476597						
Bac Home Loans Servi 450 American St Simi Valley, CA 93065		H	Opened 12/01/03 Last Active 4/30/08 ConventionalRealEstateMortgage			0.00
Account No.						
Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101		X C	Legal/Consulting			4,800.00
Account No. 68181004915099						
Bank Of America Po Box 26078 Greensboro, NC 27420		X C	2000 Signature Loan - Business line of credit			46,775.00
Sheet no. 3 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						51,575.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 4888936228572390	C					260.00	
Bank of America P.O. Box 37279 Baltimore, MD 21297							
Account No. 68181000498899	H	Opened 5/01/00 Last Active 5/01/02 CreditLineSecured				0.00	
Bank Of America 4161 Piedmont Pkwy Greensboro, NC 27410							
Account No. 3082	C	Opened 2/22/02 Last Active 7/23/09 CreditCard				0.00	
Bank Of America Po Box 15026 Wilmington, DE 19850							
Account No. 29	C	Opened 8/01/03 Last Active 8/04/05 CheckCreditOrLineOfCredit				0.00	
Bank Of America Po Box 15026 Wilmington, DE 19850							
Account No.	C	HOA dues 711 Biltmore Way, #302 Coral Gables, FL 33146 Condominium				2,400.00	
Biltmore Village HOA c/o Cadicorp Management Group 7700 N. Kendall Drive PH II Miami, FL 33156							
Sheet no. 4 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	2,660.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 40742921616 Bsi Financial Services 314 S Franklin Street Titusville, PA 16354	H	Opened 5/01/97 Last Active 11/01/00 ConventionalRealEstateMortgage				0.00
Account No. 5291152049016559 Cap One Na Po Box 85520 Richmond, VA 23285	H	Opened 3/01/01 Last Active 1/01/03 CreditCard				0.00
Account No. 412174130624 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/94 Last Active 1/01/02 CreditCard				0.00
Account No. 529115255373 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	C	Opened 8/01/00 Last Active 2/19/03 CreditCard				0.00
Account No. 479124230346 Capital One, N.a. C/O American Infosource Po Box 54529 Oklahoma City, OK 73154	H	Opened 4/01/03 Last Active 3/25/10 ChargeAccount				0.00
Sheet no. 5 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 4417-1286-8298-4735	C	Opened 9/01/97 Last Active 3/11/10 CreditCard				1,743.31
Chase Po Box 15298 Wilmington, DE 19850						
Account No. 426370247713	C	Opened 1/01/04 Last Active 12/01/04 CreditLineSecured				0.00
Chase N54 W 13600 Woodale Dr Mennomonee, WI 53051						
Account No. 4417-1684-1599-0898	H	Opened 12/01/96 Last Active 2/22/10 Credit Card				398.45
Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145						
Account No. 4266-8411-7603-2884	C	Opened 5/01/08 Last Active 3/12/10 Credit Card				3,149.03
Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145						
Account No. 5401-6830-1205-3432	C	Opened 6/01/96 Last Active 3/04/10 Credit Card				23,987.41
Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145						
Sheet no. 6 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						29,278.20

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 5466-5740-0147-4253 Chase Bank USA, N.A. Po Box 15145 Wilmington, DE 19850-5145	C	Opened 2/01/08 Last Active 3/17/10 Credit Card				8,485.55
Account No. 2900336145 Chase Bank Usa, Na Po Box 9007 Pleasanton, CA 94566	H	Opened 3/01/99 Last Active 9/01/01 CreditCard				0.00
Account No. 5491040239 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 6/25/96 Last Active 4/29/05 CreditCard				0.00
Account No. 5260316020 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 4/01/01 Last Active 9/01/03 CreditCard				0.00
Account No. 9196721 Chrysler Financial 11811 N Tatum Blvd Ste 4 Phoenix, AZ 85028	H	Opened 4/01/98 Last Active 2/01/01 Lease				0.00
Sheet no. 7 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 8,485.55

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 542418019984	C		Opened 8/01/01 Last Active 1/15/03 CreditCard				0.00
Citi Po Box 6241 Sioux Falls, SD 57117							
Account No. 6035320028845269	H		Opened 8/07/02 Last Active 12/30/09 ChargeAccount				0.00
Citibank Usa Attn.: Centralized Bankruptcy Po Box 20363 Kansas City, MO 64195							
Account No. 603259016954	H		Opened 9/01/02 Last Active 3/13/03 ChargeAccount				0.00
Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019							
Account No. 603259014479	C		Opened 7/01/02 Last Active 5/20/05 ChargeAccount				0.00
Citifinancial Retail Services Citifinancial/Attn: Bankruptcy Dept 1111 Northpoint Dr Coppell, TX 75019							
Account No. 90800873060101	H		Opened 1/01/01 Last Active 5/01/02 ConventionalRealEstateMortgage				0.00
Citimortgage Inc Po Box 9438 Gaithersburg, MD 20898							
Sheet no. 8 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							0.00
Subtotal (Total of this page)							0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.						
City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613	X C	Yard clean up 809 Lone Star Drive Cedar Park, TX 78613				900.00
Account No. 6011-0045-6135-1814						
Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 8/01/91 Last Active 5/11/10 CreditCard				7,200.00
Account No. 601100934064						
Discover Fin Attention: Bankruptcy Department Po Box 3025 New Albany, OH 43054	C	Opened 12/01/00 Last Active 4/01/02 CreditCard				0.00
Account No. 210170984						
Dsnb Bloom Bloomingdale's Bankruptcy Po Box 8053 Mason, OH 45040	H	Opened 1/02/06 Last Active 1/31/06 ChargeAccount				0.00
Account No.						
Fairway Pines HOA 848 Tanager Street Ste M Incline Village, NV 89451	C	HOA dues 908 Harold Drive #22 Incline Village, NV 89451				700.00
Sheet no. 9 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
						Subtotal (Total of this page)
						8,800.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. 5490-9920-6762-1270	C	Opened 2/22/02 Last Active 3/15/10				9,352.05
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 5842	H	Opened 1/29/97 Last Active 7/15/09 Credit Card				73.67
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No. 2396	H	Opened 10/29/99 Last Active 3/24/10 Credit Card				34.37
FIA Card Services aka Bank of America c/o Becket and Lee, LLP Attorneys/Agent for Creditor P.O. Box 3001 Malvern, PA 19355-0701						
Account No.	X C	Legal/Consulting				1,500.00
Foley & Oakes 850 East Bonneville Avenue Las Vegas, NV 89101						
Account No. 441712868250	H	Opened 9/01/97 Last Active 3/01/02 CreditCard				0.00
Fst Usa Bk B 1001 Jefferson Plaza Wilmington, DE 19701						
Sheet no. 10 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)			10,960.09

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. 021065006159	C		Opened 12/01/01 Last Active 10/01/03 Automobile				0.00
G M A C Po Box 12699 Glendale, AZ 85318							
Account No. 084144454372	H		Opened 4/01/00 Last Active 2/01/02 Automobile				0.00
G M A C Po Box 130424 Roseville, MN 55113							
Account No. 4479-9413-0294-3757	C		01-2010 Credit Card				459.44
GAP Credit Card P.O. Box 960017 Orlando, FL 32896							
Account No. 601919080448	H		Opened 9/01/02 Last Active 4/24/06 ChargeAccount				0.00
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076							
Account No. 601921020032	H		Opened 9/23/02 Last Active 8/19/03 ChargeAccount				0.00
GEMB / HH Gregg Attention: Bankruptcy Po Box 103106 Roswell, GA 30076							
Sheet no. 11 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims				Subtotal (Total of this page)			459.44

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 604589108522						
GEMB / Mervyns Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		H	Opened 6/19/00 Last Active 10/23/08 ChargeAccount			0.00
Account No. 601859616146						
GEMB / Old Navy Attention: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 7/08/03 Last Active 9/15/08 ChargeAccount			0.00
Account No. 601859052377						
Gemb/banana Rep Attn: Bankruptcy Po Box 103104 Roswell, GA 30076		C	Opened 12/19/04 Last Active 9/28/06 ChargeAccount			0.00
Account No. 601859550772						
Gemb/gap Po Box 981400 El Paso, TX 79998		C	Opened 3/22/04 Last Active 9/07/08 ChargeAccount			0.00
Account No. 4479941302943757						
Gemb/gapdc Po Box 981400 El Paso, TX 79998		C	Opened 7/27/08 Last Active 3/02/10 CreditCard			0.00
Sheet no. 12 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No.						
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	X	C				57,000.00
Account No. 431574144						
Home Comings Financial Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034	H					0.00
Account No. 5588-8000-0842-7033						
Home Depot Credit Services PO Box 6925 The Lakes, NV 88901	C					421.00
Account No. 01000362634						
Hsbc/rs Pob 15521 Wilmington, DE 19805	H					0.00
Account No.						
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	X	C			X	1,803,000.00
Sheet no. 13 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
						Subtotal (Total of this page)
						1,860,421.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 6011655606195696						
Jjill/cbsd Po Box 6497 Sioux Falls, SD 57117		C	Opened 5/01/03 Last Active 5/09/04 ChargeAccount			0.00
Account No.						
Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102		X C	Legal/Consulting			17,346.91
Account No.						
LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148		X C	Accounting/Consulting Fees			6,000.00
Account No. 435693837						
Macys/fdsb Macy's Bankruptcy Po Box 8053 Mason, OH 45040		H	Opened 2/01/04 Last Active 7/08/04 ChargeAccount			0.00
Account No. 601921071309						
Mohawk/gemb Po Box 981439 El Paso, TX 79998		C	Opened 11/21/06 Last Active 4/10/07 ChargeAccount			0.00
Sheet no. 14 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						23,346.91

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 59326523001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 9/01/00 Educational				0.00
Account No. 59326523002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 9/01/00 Educational				0.00
Account No. 6523001 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 12/01/87 Last Active 10/01/00 Educational				0.00
Account No. 6523002 Nelnet Attn: Claims Po Box 17460 Denver, CO 80217	H	Opened 9/01/88 Last Active 10/01/00 Educational				0.00
Account No. Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	C	Go Global Business Line of Credit				654,000.00
Sheet no. 15 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 654,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. 0180910053732049001	C	Mt. Charleston Lodge (Owned by Mount Charleston View, LLC)				1,709,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125						
Account No.	X C	290 Acres in Nye County, Nevada 300 acre-feet of water rights	X			4,100,000.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145						
Account No. 15083349	H	Opened 11/01/02 Last Active 12/01/02 InstallmentSalesContract				0.00
Pacific Monarch Resort 23091 Mill Creek Dr Laguna Hills, CA 92653						
Account No. 5190002135190	C	Opened 3/01/07 CollectionAttorney Amazon Pest Control				73.00
Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030						
Account No. 5190000885190	C	Opened 10/01/05 CollectionAttorney Amazon Pest Control				65.00
Quantum Collections 3224 Civic Center Dr North Las Vegas, NV 89030						
Sheet no. 16 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						5,809,138.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
Randall Daugherty 10541 Broadhead Court Las Vegas, NV 89135	C	personal loan				6,800.00
Account No. 185169927						
Shell Oil / Citibank Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C	Opened 4/17/08 Last Active 5/03/10 CreditCard				0.00
Account No. MV7004						
Sierra Vista Ranchos HOA P.O. box 13044 Las Vegas, NV 89112	C	7004 Alamos Circle Las Vegas, NV 89120 7229 Mira Vista Street Las Vegas, NV 89120				1,200.00
Account No. 50245						
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 4/01/05 Last Active 1/10/07 CreditLineSecured				0.00
Account No. 39933						
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 12/01/03 Last Active 9/05/07 NoteLoan				0.00
Sheet no. 17 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						
Subtotal (Total of this page)						8,000.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 61820	C	Opened 1/01/07 Last Active 5/16/08 CreditLineSecured				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. 35329	C	Opened 1/01/03 Last Active 9/01/03				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. 2378	C	Opened 5/01/97 Last Active 2/01/01 InstallmentSalesContract				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. 58081	C	Opened 5/01/06 Last Active 5/14/07 NoteLoan				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Account No. 16993	H	Opened 9/01/99 Last Active 12/01/03 CheckCreditOrLineOfCredit				0.00
Silver State Bank 400 N Green Valley Pkwy Henderson, NV 89074						
Sheet no. 18 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R O W E R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 3 Slvr St Bnk 400 N Green Valley Pkwy Henderson, NV 89074	C	Opened 12/09/03 Last Active 9/05/07 NoteLoan				0.00
Account No. 9420138551270 Suntrust Mortgage/cc 5 Attention: Bankruptcy Po Box 85092 Richmond, VA 23286	H	Opened 12/01/00 Last Active 3/01/01 ConventionalRealEstateMortgage				0.00
Account No. 70401562434410001 Toyota Motor Credit Co Must call 800-874-8822 for mailing addre	C	Opened 2/01/07 Last Active 8/14/08 Automobile				0.00
Account No. 549113009856 Unvl/citi Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	H	Opened 12/01/98 Last Active 7/14/04 CreditCard				0.00
Account No. 5300243881 Us Dept Of Education Attn: Borrowers Service Dept Po Box 5609 Greenville, TX 75403	C	Opened 1/01/99 Last Active 10/01/02 Educational				0.00
Sheet no. 19 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 10373449 Volvo Finance Na P.o. Box 542000 Omaha, NE 68154	H	Opened 9/01/00 Last Active 12/01/02 Automobile				0.00
Account No. 5260007864767 Wachov Mtg/ Wells Fargo Attn: Bankruptcy Po Box 10335 Des Moines, IA 50306	C	Opened 3/22/07 Last Active 9/24/09 ConventionalRealEstateMortgage				0.00
Account No. 7080007864767 Wells Fargo Hm Mortgag 3476 Stateview Blvd Fort Mill, SC 29715	C	Opened 3/22/07 Last Active 2/23/10 ConventionalRealEstateMortgage				0.00
Account No. 3545562350 Wendover Fin Srvs Corp 1550 Liberty Ridge Wayne, PA 19087	C	Opened 7/01/02 Last Active 11/01/02 ConventionalRealEstateMortgage				0.00
Account No. 585637304353 Wfnnb/ann Taylor Po Box 182273 Columbus, OH 43218	C	Opened 7/01/09 Last Active 8/12/09 ChargeAccount				0.00
Sheet no. 20 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						0.00
Subtotal (Total of this page)						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM					
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.									
Account No. 46286	H	Opened 9/01/95 Last Active 10/19/95 ChargeAccount				0.00					
Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218											
Account No. 37789	H	Opened 3/01/97 Last Active 4/13/97 ChargeAccount				0.00					
Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218											
Account No. 585637200406	C	Opened 4/01/08 Last Active 5/16/08 ChargeAccount				0.00					
Wfnnb/j Crew Po Box 182273 Columbus, OH 43218											
Account No. 47009039306	H	Opened 3/01/99 Last Active 6/01/02 Lease				0.00					
World Omni F 6150 Omni Park Dr Mobile, AL 36609											
Account No. 0010039798978529001	X C					617,763.00					
Zions Bank P.O. Box 25855 Salt Lake City, UT 84125											
Sheet no. 21 of 21 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 617,763.00					
Total (Report on Summary of Schedules)						12,945,920.19					

B6G (Official Form 6G) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

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

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

**Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120**

Month to Month lease for storage unit

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Carlos A Huerta,
Christine H Huerta**Case No. **10-14456-bam**

Debtors

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
ACND 1431, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Chase Home Finance, LLC PP-G7 Bankruptcy Payment Processing Attn: Officer or Director 3415 Vision Drive Columbus, OH 43218-2106
ACND 1431, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Zions Bank P.O. Box 25855 Salt Lake City, UT 84125
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	American Express PO Box 0001 Los Angeles, CA 90096-0001
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Bank Of America Po Box 26078 Greensboro, NC 27420
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018

In re **Carlos A Huerta,
Christine H Huerta**

Case No. **10-14456-bam**

Debtors

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	LL Bradford & Co. 8880 W. Sunset Road, 3rd Floor Las Vegas, NV 89148
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Bailus Cook & Kelesis 400 S. Fourth Street, Suite 300 Las Vegas, NV 89101
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Kolesar & Leatham 3320 W. Sahara Avenue, Ste. 380 Las Vegas, NV 89102
Go Global, Inc. 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	City of Cedar Park 600 N. Bell Blvd. Cedar Park, TX 78613
Realized Gains, LLC 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Foley & Oakes 850 East Bonneville Avenue Las Vegas, NV 89101
Sigmund Rogich 3883 Howard Hughes Pkwy Ste. 550 Las Vegas, NV 89169	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148

B6I (Official Form 6I) (12/07)

In re **Carlos A Huerta**
Christine H HuertaCase No. **10-14456-bam**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): Son Son Grandmother	AGE(S): 11 7 87
Employment:	DEBTOR	SPOUSE
Occupation	Real Estate Developer	Guidance Counselor
Name of Employer	Go Global, Inc.	Clark County School District
How long employed	12 years	
Address of Employer	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	1661 Galleria Drive Henderson, NV 89014

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)

2. Estimate monthly overtime

3. SUBTOTAL

4. LESS PAYROLL DEDUCTIONS

a. Payroll taxes and social security

b. Insurance

c. Union dues

d. Other (Specify): **RET Health Funds**

5. SUBTOTAL OF PAYROLL DEDUCTIONS

6. TOTAL NET MONTHLY TAKE HOME PAY

7. Regular income from operation of business or profession or farm (Attach detailed statement)

8. Income from real property

9. Interest and dividends

10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above

11. Social security or government assistance

(Specify):

12. Pension or retirement income

13. Other monthly income

(Specify):

14. SUBTOTAL OF LINES 7 THROUGH 13

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

The expenses caused by the Paulson litigations will hopefully subside or be eliminated as a result of the bankruptcy stay. Equity from the companies that the debtor has interests in, if distributed, could provide additional capital.

B6J (Official Form 6J) (12/07)

In re **Carlos A Huerta**
Christine H HuertaCase No. **10-14456-bam**

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	3,450.00
a. Are real estate taxes included? Yes <u>X</u> No <u> </u>		
b. Is property insurance included? Yes <u>X</u> No <u> </u>		
2. Utilities: a. Electricity and heating fuel	\$	680.00
b. Water and sewer	\$	150.00
c. Telephone	\$	200.00
d. Other <u>Cox: cable and Internet</u>	\$	130.00
3. Home maintenance (repairs and upkeep)	\$	1,200.00
4. Food	\$	700.00
5. Clothing	\$	200.00
6. Laundry and dry cleaning	\$	15.00
7. Medical and dental expenses	\$	200.00
8. Transportation (not including car payments)	\$	200.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	10.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	330.00
b. Life	\$	35.00
c. Health	\$	0.00
d. Auto	\$	500.00
e. Other <u> </u>	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)		
(Specify) <u> </u>	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	367.00
b. Other <u> </u>	\$	0.00
c. Other <u> </u>	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	14,000.00
17. Other <u> </u>	\$	0.00
Other <u> </u>	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	22,367.00
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		
20. STATEMENT OF MONTHLY NET INCOME		
a. Average monthly income from Line 15 of Schedule I	\$	3,919.00
b. Average monthly expenses from Line 18 above	\$	22,367.00
c. Monthly net income (a. minus b.)	\$	-18,448.00

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
District of Nevada**In re **Carlos A Huerta
Christine H Huerta**

Debtor(s)

Case No. **10-14456-bam**
Chapter **11****DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 39 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date June 4, 2010Signature /s/ Carlos A Huerta
Carlos A Huerta
DebtorDate June 4, 2010Signature /s/ Christine H Huerta
Christine H Huerta
Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B7 (Official Form 7) (12/07)

United States Bankruptcy Court District of Nevada

In re **Carlos A Huerta
Christine H Huerta**

Debtor(s)

Case No. **10-14456-bam**
Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$18,144.64	2010 YTD Income, Wife
\$37,862.70	2009 Income, Wife
\$9,833.34	2009 Income, Husband
\$65,410.49	2008 Income, Husband
	AFL - \$1,577.11
	Go Global, Inc. - \$59,000.04
	Tomdan International - \$4,833.34

2. Income other than from employment or operation of business

None

- ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None

*Complete a. or b., as appropriate, and c.*

- a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Aurora Loan Services Attn: Bankruptcy Dept. Po Box 1706 Scottsbluff, NE 69363	02/22/2010	\$5,020.00	\$665,555.00
Bank Of America Attention: Bankruptcy SV-314B Po Box 5170 Simi Valley, CA 93062	02/2010	\$2,900.00	\$354,000.00
Wells Fargo P.O. Box 14547 Des Moines, IA 50306	02/2010	\$3,089.00	\$367,000.00

None



- b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
------------------------------	------------------------------------	--	-----------------------

None



- c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	-----------------	-------------	-----------------------

4. Suits and administrative proceedings, executions, garnishments and attachments

None

- ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Hugo R. Paulson, individually and as a trustee of Hugo R. Paulson SEP IRA vs. Carlos Huerta, an individual; Go Global, Inc., a Nevada corporation; DOES 1 through 10; ROE Corporations 1 through 10 Case No.: CV0901910	Civil	Second Judicial District Court Washoe County, Nevada	Pending
Hugo R. Paulson as trustee of Hugo R. Paulson SEP IRA, vs., Anthony Savino; Datasource, LLC, a Nevada limited liability company; Carlos Huerta, an individual; Go Global, Inc., a Nevada Corporation; DOES 1 through 10; ROE Corporations 1 through 10 Case No.: A09604085-C	Civil	District Court Clark County, Nevada	Pending

None

- ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Charleston Falls, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	03/05/2010	Interests within Mt. Charleston View, LLC \$2,500,000.00
Mountain Gaming, LLC c/o Carlos Huerta 3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	03/05/2010	Restaurant & bar operation at the top of Mt. Charleston, NV \$3,000,000.00

5. Repossessions, foreclosures and returns

None

- ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	--------------------------------------

6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
------------------------------	--------------------	-----------------------------------

- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
-------------------------------	---	---------------	-----------------------------------

7. Gifts

- None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
--	--------------------------------	--------------	-------------------------------

8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
-----------------------------------	--	--------------

9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
James Kwon, LLC 8925 W. Post Road Ste. 120 Las Vegas, NV 89148	03/18/2010	\$4400.00 - legal fees
The Schwartz Law Firm 701 E. Bridger Avenue, Suite 120 Las Vegas, NV 89101		
Money Management International 9009 W. Loop S. Suite 700 Houston, TX 77096-1719		\$50.00

10. Other transfers

None

- ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Norman Levey 1168 Kahului Street Honolulu, HI 96825 3rd party buyer	09/01/2009	1738 Franklin Chase Terrace Henderson, NV 89012 \$159,119.48
Robyn J. and John Repetti 18 Crystal Tree Pass Henderson, NV 89052 3rd party buyer	05/26/2008	18 Crystal Tree Pass Henderson, NV 89052 \$1,060,000.00
Sergio Tan 350 S. Durango Drive #10 Las Vegas, NV 89145 3rd party buyer	03/2010	2000 BMW 740i VIN: WBAGG8342YDN79730 \$10,000.00
Diedre Savino 7229 Mira Vista Street Las Vegas, NV 89120 3rd party buyer	03/2010	2003 GMC Truck VIN: 1GREC14X63Z242267 \$6,800.00

None

- ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
----------------------------------	---------------------------	---

11. Closed financial accounts

None

- ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Washington Mutual 1062 S. Eastern Avenue, Suite C Henderson, NV 89052	Checking account number ending in 0015	11/2009
Washington Mutual 1062 S. Eastern Avenue, Ste. C Henderson, NV 89052	Savings account number ending in 2212	11/2009
City National Bank 4310 W. Cheyenne North Las Vegas, NV 89032	Money market account number ending in 2268 \$1,636.02	05/2009
Nevada State Bank 750 E. Warm Springs Road, 4th Floor Las Vegas, NV 89119		
Capital Securities of America 6000 Poplar Avenue Memphis, TN 38119	Investment account number ending in 9533 \$38,888.92	02/2010

12. Safe deposit boxes

None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
--	---	-------------------------	---------------------------------------

13. Setoffs

None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

14. Property held for another person

None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

15. Prior address of debtor

None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
908 Harold Drive #22 Incline Village, NV 89451	Carlos and Christine Huera	05/2008-03/2009

16. Spouses and Former Spouses

None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
ACND-38, LLC	88-0505322	3441 S. Eastern Avenue Las Vegas, NV 89109	Property Investment Company (Austin, Texas property)	02/2001-12/2005
ACND-Cypress Creek, LLC	88-0466006	3441 S. Eastern Avenue Las Vegas, NV 89109	Property Investment Company (Austin, Texas property)	02/2000-12/2004
ACND-St.Rose, LLC	88-0453067	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	04/2000-12/2007
ACND, LLC	88-0453067	3441 S. Eastern Avenue Las Vegas, NV 89109	Operating Company for Austin Texas property investments	02/2000-12/2005
BSR Vegas Condos, LLC	30-0264583	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	10/2003-12/2006
CCH Business Investments, LLC	5230	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Personal LLC for investment purposes	10/2008-Present
CCH Master Holding Company, LLC	5230	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Personal LLC for investment purposes	10/2008-Present
CCH Personal Investments, LLC	5230	3060 E. Post Road. Ste. 110 Las Vegas, NV 89120	Personal LLC for investment purposes	10/2008-Present
CCH Real Estate Investment, LLC	5230	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Personal LLC for investment purposes	10/2008-Present

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
CCH Vegas Investments, LLC	5230	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Personal LLC for investment purposes	10/2008-Present
Copper Canyon Development, LLC	04-3656335	1455 Eastwood Drive Sparks, NV 89436	Real Estate Development & Investment	05/2002-12/2007
Copper Canyon Holdings, LLC	20-2321742	1455 Eastwood Drive Sparks, NV 89436	Real Estate Development & Investment	05/2005-03/2007
Go Global, Inc.	5230	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Development	07/1999-Present
Heat Entertainment, Inc.	5230	42 Candlewyck Drive Henderson, NV 89052	Building Acquisition - never transpired	09/2002-12/2003
Jonathan Company, LLC	14-1910436	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	1/2005-12/2009
Las Vegas Silicon Valley, LLC	88-0451734	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	12/1998-12/2009
McCarran Development, LLC	06-1758579	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Real Estate Investment	09/2005-03/2010
Oil Investments 2001, LLC	88-0510751	9010 W. Flamingo Road Las Vegas, NV 89120	Convenience Store operation and ownership	06/2001-01/2006
San Lucas, LLC	26-0378678	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Operation of bar and restaurant	05/2006-12/2009
Tomdan International, LLC	77-0644541	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120	Operating company for Tomdan Ltd (Israel)	08/2004-12/2009
Tropicana Medical, LLC	5230	3980 Howard Hughes Pkwy, Ste. 550 Las Vegas, NV 89120	Real Estate Development company	09/2005-12/2007

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
McCarran Development, LLC	3060 E. Post Road, Ste. 110 Las Vegas, NV 89120
Oil Investments 2001, LLC	9010 W. Flamingo Road Las Vegas, NV 89120

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS
LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

DATES SERVICES RENDERED
12/1997-Present

- None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME
Lynda Keeton CPA, LLC

ADDRESS
375 N. Stephanie Street
Bldg. 2
Henderson, NV 89014

LL Bradford & Co.

8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Shelby Keefer CPA

7201 W. Lake Mead Blvd.
Ste. 502
Las Vegas, NV 89128

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS
Nevada State Bank
750 E. Warm Springs Road, 4th Floor
Las Vegas, NV 89119

DATE ISSUED
04/2008

City National Bank
555 South Flower Street
Los Angeles, CA 90071

06/2009

20. Inventories

- None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
-------------------	----------------------	---

- None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
-------------------	---

21 . Current Partners, Officers, Directors and Shareholders

- None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
------------------	-------	---

22 . Former partners, officers, directors and shareholders

- None ☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

- None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23 . Withdrawals from a partnership or distributions by a corporation

- None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
---	-----------------------------------	--

24. Tax Consolidation Group.

- None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

- None ☐ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date June 4, 2010

Signature /s/ Carlos A Huerta
Carlos A Huerta
 Debtor

Date June 4, 2010

Signature /s/ Christine H Huerta
Christine H Huerta
 Joint Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court
District of Nevada**

In re **Carlos A Huerta
Christine H Huerta**

Debtor(s)

Case No. **10-14456-bam**
Chapter **11**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	15,000.00
Prior to the filing of this statement I have received	\$	0.00
Balance Due	\$	15,000.00

2. \$ **1,039.00** of the filing fee has been paid.
3. The source of the compensation paid to me was:
☒ Debtor ☐ Other (specify):
4. The source of compensation to be paid to me is:
☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - [Other provisions as needed]
- See the Schwartz Law Firm's detailed retention application for a description of the monies received and fees earned.**
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **June 4, 2010**

/s/ Samuel A. Schwartz. Esq.
Samuel A. Schwartz. Esq. 10985
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544 Fax: (702) 385-2741
sam@schwartzlawyers.com

**United States Bankruptcy Court
District of Nevada**

In re **Carlos A Huerta
Christine H Huerta**

Debtor(s)

Case No. **10-14456-bam**
Chapter **11**

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: **June 4, 2010**

/s/ Carlos A Huerta

Carlos A Huerta

Signature of Debtor

Date: **June 4, 2010**

/s/ Christine H Huerta

Christine H Huerta

Signature of Debtor

E-filed on **June 4, 2010****Samuel A. Schwartz.****Esq.**

Name

10985

Bar Code #

701 E. Bridger Avenue,**Suite 120****Las Vegas, NV 89101**

Address

(702) 385-5544

Phone Number

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**In re: **Carlos A Huerta
Christine H Huerta**Case # **10-14456-bam**Chapter **11**

Trustee

Debtor(s)**AMENDMENT COVER SHEET****Amendment(s) to the following are transmitted herewith. Check all that apply.**

- ☐ Petition (must be signed by debtor *and* attorney for debtor per Fed. R. Bankr. P. 9011)
- ☐ Summary of Schedules
- ☐ Schedule A - Real Property
- ☐ Schedule B - Personal Property
- ☐ Schedule C - Property Claimed as Exempt
- ☒ Schedule D, E, or F, and/or Matrix, and/or List of Creditors or Equity Holders
- ☒ Add/delete creditor(s), change amount or classification of debt - **\$26.00 fee required**
- ☐ Add/change address of already listed creditor, add name/address of attorney for already listed creditor, amend petition, attach new petition on converted case, supply missing document(s) - **no fee**

* Must provide diskette and comply with Local Rule 1007 if add/delete creditor or add/change address of already listed creditor

- ☐ Schedule G - Schedule of Executory Contracts & Unexpired Leases
- ☐ Schedule H - Codebtors
- ☐ Schedule I - Current Income of Individual Debtor(s)
- ☐ Schedule J - Current Expenditures of Individual Debtor(s)
- ☐ Statement of Financial Affairs

Declaration of Debtor**I (We) declare under penalty of perjury that the information set forth in the amendment(s) attached hereto is (are) true and correct to the best of my (our) information and belief.****/s/ Carlos A Huerta****Carlos A Huerta****Debtor's Signature****Date: June 4, 2010****/s/ Christine H Huerta****Christine H Huerta****Joint Debtor's Signature****Date: June 4, 2010**

Carlos A Huerta
Christine H Huerta
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

ACND 1431, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Acs/nelnet Education
Acct No 5300243881
501 Bleecker St
Utica, NY 13501

Aes/chase Elt Wac Llc
Acct No 993412632PA00001
Pob 2461
Harrisburg, PA 17101

American Express
Acct No 3727-173477-54003
PO Box 0001
Los Angeles, CA 90096-0001

American Express
Acct No 3499914559725543
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

Amex
Acct No 016610611019343562
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Arie Fisher
16 Rashi Street
Ra'anana, Israel 43214

Aurora Loan Services
Acct No 3640017231234
Attn: Bankruptcy Dept.
Po Box 1706
Scottsbluff, NE 69363

Aurora Loan Services, LLC
Acct No 3640030036255
c/o McCarthy & Holthus, LLP
9510 West Sahara Ave. Ste. 110
Las Vegas, NV 89117

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bac Home Loans Servici
Acct No 165113713
450 American St
Simi Valley, CA 93065

Bailus Cook & Kelesis
400 S. Fourth Street, Suite 300
Las Vegas, NV 89101

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Bank Of America
Acct No 165113713
Attention: Bankruptcy SV-314B
Po Box 5170
Simi Valley, CA 93062

Bank of America
Acct No 4888936228572390
P.O. Box 37279
Baltimore, MD 21297

Bank Of America
Acct No 68181000498899
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Acct No 3082
Po Box 15026
Wilmington, DE 19850

Biltmore Village HOA
c/o Cadicorp Management Group
7700 N. Kendall Drive
PH II
Miami, FL 33156

Bmw Financial Services
Acct No 1000879087
5550 Britton Parkway
Hilliard, OH 43026

Bsi Financial Services
Acct No 40742921616
314 S Franklin Street
Titusville, PA 16354

Cap One Na
Acct No 5291152049016559
Po Box 85520
Richmond, VA 23285

Capital One, N.a.
Acct No 412174130624
C/O American Infosource
Po Box 54529
Oklahoma City, OK 73154

Chase
Acct No 4417-1286-8298-4735
Po Box 15298
Wilmington, DE 19850

Chase
Acct No 426370247713
N54 W 13600 Woodale Dr
Mennomonee, WI 53051

Chase Bank USA, N.A.
Acct No 4417-1684-1599-0898
Po Box 15145
Wilmington, DE 19850-5145

Chase Bank Usa, Na
Acct No 2900336145
Po Box 9007
Pleasanton, CA 94566

Chase Home Finance, LLC
Acct No 4651996177905
PP-G7 Bankruptcy Payment Processing
Attn: Officer or Director
3415 Vision Drive
Columbus, OH 43218-2106

Chase Mht Bk
Acct No 5491040239
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chrysler Financial
Acct No 9196721
11811 N Tatum Blvd Ste 4
Phoenix, AZ 85028

Citi
Acct No 542418019984
Po Box 6241
Sioux Falls, SD 57117

Citibank Usa
Acct No 6035320028845269
Attn.: Centralized Bankruptcy
Po Box 20363
Kansas City, MO 64195

Citifinancial Retail Services
Acct No 603259016954
Citifinancial/Attn: Bankruptcy Dept
1111 Northpoint Dr
Coppell, TX 75019

Citimortgage Inc
Acct No 90800873060101
Po Box 9438
Gaithersburg, MD 20898

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Discover Fin
Acct No 6011-0045-6135-1814
Attention: Bankruptcy Department
Po Box 3025
New Albany, OH 43054

Dsnb Bloom
Acct No 210170984
Bloomington's Bankruptcy
Po Box 8053
Mason, OH 45040

Extra Space Storage
3008 E. Sunset Road
Las Vegas, NV 89120

Fairway Pines HOA
848 Tanager Street
Ste M
Incline Village, NV 89451

FIA Card Services aka Bank of America
Acct No 5490-9920-6762-1270
c/o Becket and Lee, LLP
Attorneys/Agent for Creditor
P.O. Box 3001
Malvern, PA 19355-0701

Foley & Oakes
850 East Bonneville Avenue
Las Vegas, NV 89101

Fst Usa Bk B
Acct No 441712868250
1001 Jefferson Plaza
Wilmington, DE 19701

G M A C
Acct No 021065006159
Po Box 12699
Glendale, AZ 85318

G M A C
Acct No 084144454372
Po Box 130424
Roseville, MN 55113

GAP Credit Card
Acct No 4479-9413-0294-3757
P.O. Box 960017
Orlando, FL 32896

GEMB / HH Gregg
Acct No 601919080448
Attention: Bankruptcy
Po Box 103106
Roswell, GA 30076

GEMB / Mervyns
Acct No 604589108522
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

GEMB / Old Navy
Acct No 601859616146
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/banana Rep
Acct No 601859052377
Attn: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/gap
Acct No 601859550772
Po Box 981400
El Paso, TX 79998

Gemb/gapdc
Acct No 4479941302943757
Po Box 981400
El Paso, TX 79998

Go Global, Inc.
Acct No 0180910053732049001
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

Home Comings Financial
Acct No 431574144
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

Home Depot Credit Services
Acct No 5588-8000-0842-7033
PO Box 6925
The Lakes, NV 88901

Hsbc/rs
Acct No 01000362634
Pob 15521
Wilmington, DE 19805

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Jjill/cbsd
Acct No 6011655606195696
Po Box 6497
Sioux Falls, SD 57117

Kolesar & Leatham
3320 W. Sahara Avenue, Ste. 380
Las Vegas, NV 89102

LL Bradford & Co.
8880 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148

Macys/fdsb
Acct No 435693837
Macy's Bankruptcy
Po Box 8053
Mason, OH 45040

Mohawk/gemb
Acct No 601921071309
Po Box 981439
El Paso, TX 79998

Monarch Grand Vacations
P.O. Box 15708
Sacramento, CA 95852-5708

Nelnet
Acct No 59326523001
Attn: Claims
Po Box 17460
Denver, CO 80217

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Pacific Monarch Resort
Acct No 15083349
23091 Mill Creek Dr
Laguna Hills, CA 92653

Park City HOA
23807 Aliso Creek Road
Laguna Niguel, CA 92677

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Quantum Collections
Acct No 5190002135190
3224 Civic Center Dr
North Las Vegas, NV 89030

Randall Daugherty
10541 Broadhead Court
Las Vegas, NV 89135

Realized Gains, LLC
3060 E. Post Road, Ste. 110
Las Vegas, NV 89120

Shell Oil / Citibank
Acct No 185169927
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Sierra Vista Ranchos HOA
Acct No MV7004
P.O. box 13044
Las Vegas, NV 89112

Sigmund Rogich
3883 Howard Hughes Pkwy
Ste. 550
Las Vegas, NV 89169

Silver State Bank
Acct No 50245
400 N Green Valley Pkwy
Henderson, NV 89074

Slvr St Bnk
Acct No 3
400 N Green Valley Pkwy
Henderson, NV 89074

Suntrust Mortgage/cc 5
Acct No 9420138551270
Attention: Bankruptcy
Po Box 85092
Richmond, VA 23286

Susan L. Myers
Lionel Sawyer & Collins
300 South Fourth Street #1700
Las Vegas, NV 89101

Toyota Motor Credit Co
Acct No 70401562434410001
Must call 800-874-8822 for mailing addre

Unvl/citi
Acct No 549113009856
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Dept Of Education
Acct No 5300243881
Attn: Borrowers Service Dept
Po Box 5609
Greenville, TX 75403

Volvo Finance Na
Acct No 10373449
P.o. Box 542000
Omaha, NE 68154

VRI HOA
P.O. box 3620
Laguna Hills, CA 92654

Wachov Mtg/ Wells Fargo
Acct No 5260007864767
Attn: Bankruptcy
Po Box 10335
Des Moines, IA 50306

Wells Fargo
Acct No 0007864767
P.O. Box 14547
Des Moines, IA 50306

Wells Fargo Bank N A
Acct No 11711704752381998
Po Box 31557
Billings, MT 59107

Wells Fargo Hm Mortgag
Acct No 7080007864767
3476 Stateview Blvd
Fort Mill, SC 29715

Wendover Fin Srvs Corp
Acct No 3545562350
1550 Liberty Ridge
Wayne, PA 19087

Wfnnb/ann Taylor
Acct No 585637304353
Po Box 182273
Columbus, OH 43218

Wfnnb/express
Acct No 46286
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

Wfnnb/j Crew
Acct No 585637200406
Po Box 182273
Columbus, OH 43218

World Omni F
Acct No 47009039306
6150 Omni Park Dr
Mobile, AL 36609

Zions Bank
Acct No 0010039798978529001
P.O. Box 25855
Salt Lake City, UT 84125

Name, Address, Telephone No. & I.D. No.

Samuel A. Schwartz. Esq. 10985
701 E. Bridger Avenue, Suite 120
Las Vegas, NV 89101
(702) 385-5544
10985

UNITED STATES BANKRUPTCY COURT

District of Nevada

In Re

Carlos A Huerta
Christine H Huerta

BANKRUPTCY NO. **10-14456-bam**
 CHAPTER NO. **11**

Debtor(s)

DECLARATION RE: ELECTRONIC FILING OF PETITION
SCHEDULES, STATEMENTS AND PLAN (if applicable)

PART I - DECLARATION OF PETITIONER

I [We] **Carlos A Huerta** and **Christine H Huerta**, the undersigned debtor(s) hereby declare under penalty of perjury that the information I have given my attorney and the information provided in the electronically filed petition, statements, schedules, amendments and plan (if applicable) as indicated above is true and correct. I consent to my attorney filing my petition, this declaration, statements, schedules and plan (if applicable) as indicated above to the United States Bankruptcy Court. I understand that this DECLARATION RE: ELECTRONIC FILING is to be filed with the Clerk once all schedules have been filed electronically but, in no event, no later than 15 days following the date the petition was electronically filed. I understand that failure to file the signed original of this DECLARATION will cause my case to be dismissed pursuant to 11 U.S.C. § 707(a)(3) without further notice.

- ☐ If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7 or 13. I am aware that I may proceed under chapter 7, 11, 12, or 13 of 11 United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7 or 13. I request relief in accordance with the chapter specified in this petition.
- ☐ [If petitioner is a corporation or partnership] I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter specified in this petition.

Dated: **June 4, 2010**

Signed: **/s/ Carlos A Huerta**
Carlos A Huerta
 (Applicant)

/s/ Christine H Huerta
Christine H Huerta
 (Joint Applicant)

PART II - DECLARATION OF ATTORNEY

I, the attorney for the petitioner named in the foregoing petition, declare that, I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

Dated: **June 4, 2010**

Signed: **/s/ Samuel A. Schwartz. Esq.**
Samuel A. Schwartz. Esq. 10985
 Attorney for Debtor(s)

B22B (Official Form 22B) (Chapter 11) (01/08)

In re **Carlos A Huerta**
Christine H Huerta

Debtor(s)

Case Number: **10-14456-bam**

(If known)

CHAPTER 11 STATEMENT OF CURRENT MONTHLY INCOME

In addition to Schedules I and J, this statement must be completed by every individual Chapter 11 debtor, whether or not filing jointly. Joint debtors may complete one statement only.

Part I. CALCULATION OF CURRENT MONTHLY INCOME																					
1	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed. a. <input type="checkbox"/> Unmarried. Complete only Column A ("Debtor's Income") for Lines 2-10. b. <input type="checkbox"/> Married, not filing jointly. Complete only column A ("Debtor's Income") for Lines 2-10. c. <input checked="" type="checkbox"/> Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 2-10. All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.			Column A Debtor's Income	Column B Spouse's Income																
2	Gross wages, salary, tips, bonuses, overtime, commissions.			\$ 0.00	\$ 4,536.16																
3	Net income from the operation of a business, profession, or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 3. If more than one business profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td>Gross receipts</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary business expenses</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>c.</td> <td>Business income</td> <td colspan="2" style="text-align: right;">Subtract Line b from Line a</td> </tr> </tbody> </table>					Debtor	Spouse	a.	Gross receipts	\$ 0.00	\$ 0.00	b.	Ordinary and necessary business expenses	\$ 0.00	\$ 0.00	c.	Business income	Subtract Line b from Line a		\$ 0.00	\$ 0.00
		Debtor	Spouse																		
a.	Gross receipts	\$ 0.00	\$ 0.00																		
b.	Ordinary and necessary business expenses	\$ 0.00	\$ 0.00																		
c.	Business income	Subtract Line b from Line a																			
4	Net Rental and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. Do not enter a number less than zero. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td>Gross receipts</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary operating expenses</td> <td style="text-align: right;">\$ 0.00</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>c.</td> <td>Rent and other real property income</td> <td colspan="2" style="text-align: right;">Subtract Line b from Line a</td> </tr> </tbody> </table>					Debtor	Spouse	a.	Gross receipts	\$ 0.00	\$ 0.00	b.	Ordinary and necessary operating expenses	\$ 0.00	\$ 0.00	c.	Rent and other real property income	Subtract Line b from Line a		\$ 0.00	\$ 0.00
		Debtor	Spouse																		
a.	Gross receipts	\$ 0.00	\$ 0.00																		
b.	Ordinary and necessary operating expenses	\$ 0.00	\$ 0.00																		
c.	Rent and other real property income	Subtract Line b from Line a																			
5	Interest, dividends, and royalties.			\$ 0.00	\$ 0.00																
6	Pension and retirement income.			\$ 0.00	\$ 0.00																
7	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by the debtor's spouse if Column B is completed.			\$ 0.00	\$ 0.00																
8	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 8. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 40%;">Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td style="width: 30%;">Debtor \$ 0.00</td> <td style="width: 30%;">Spouse \$ 0.00</td> </tr> </table>			Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$ 0.00	\$ 0.00	\$ 0.00													
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$ 0.00	Spouse \$ 0.00																			
9	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Total and enter on Line 9. Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="text-align: center;">Debtor</th> <th style="text-align: center;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>					Debtor	Spouse	a.		\$	\$	b.		\$	\$	\$ 0.00	\$ 0.00				
		Debtor	Spouse																		
a.		\$	\$																		
b.		\$	\$																		
10	Subtotal of current monthly income. Add lines 2 thru 9 in Column A, and, if Column B is completed, add Lines 2 thru 9 in Column B. Enter the total(s).			\$ 0.00	\$ 4,536.16																

B22B (Official Form 22B) (Chapter 11) (01/08)**2**

11	Total current monthly income. If Column B has been completed, add Line 10, Column A to Line 10, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 10, Column A.	\$ 4,536.16
Part II. VERIFICATION		
12	<p>I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i></p> <p>Date: <u>June 4, 2010</u> Signature: <u>/s/ Carlos A Huerta</u> Carlos A Huerta (Debtor)</p> <p>Date: <u>June 4, 2010</u> Signature: <u>/s/ Christine H Huerta</u> Christine H Huerta (Joint Debtor, if any)</p>	

B22B (Official Form 22B) (Chapter 11) (01/08)

3

Current Monthly Income Details for the Debtor

Debtor Income Details:

Income for the Period **09/01/2009** to **02/28/2010**.

B22B (Official Form 22B) (Chapter 11) (01/08)

4

Current Monthly Income Details for the Debtor's Spouse

Spouse Income Details:

Income for the Period **09/01/2009** to **02/28/2010**.

Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions

Source of Income: **Clark County School District**

Constant income of **\$4,536.16** per month.

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Nevada				Voluntary Petition											
Name of Debtor (if individual, enter Last, First, Middle): Go Global, Inc.			Name of Joint Debtor (Spouse) (Last, First, Middle):												
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): DBA Go Global Properties; DBA Go Global Commercial Real Estate			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):												
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) 88-0432565			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)												
Street Address of Debtor (No. and Street, City, and State): 3060 E. Post Road #110 Las Vegas, NV			Street Address of Joint Debtor (No. and Street, City, and State):												
ZIP Code 89120			ZIP Code												
County of Residence or of the Principal Place of Business: Clark			County of Residence or of the Principal Place of Business:												
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):												
ZIP Code			ZIP Code												
Location of Principal Assets of Business Debtor (if different from street address above): 3060 E. Post Road #110 Las Vegas, NV 89120															
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding											
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).													
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY										
Estimated Number of Creditors <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> 1-49</td> <td style="text-align: center;"><input type="checkbox"/> 50-99</td> <td style="text-align: center;"><input type="checkbox"/> 100-199</td> <td style="text-align: center;"><input type="checkbox"/> 200-999</td> <td style="text-align: center;"><input type="checkbox"/> 1,000-5,000</td> <td style="text-align: center;"><input type="checkbox"/> 5,001-10,000</td> <td style="text-align: center;"><input type="checkbox"/> 10,001-25,000</td> <td style="text-align: center;"><input type="checkbox"/> 25,001-50,000</td> <td style="text-align: center;"><input type="checkbox"/> 50,001-100,000</td> <td style="text-align: center;"><input type="checkbox"/> OVER 100,000</td> </tr> </table>						<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
<input checked="" type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000		<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000					
Estimated Assets <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/> \$0 to \$50,000</td> <td style="text-align: center;"><input type="checkbox"/> \$50,001 to \$100,000</td> <td style="text-align: center;"><input type="checkbox"/> \$100,001 to \$500,000</td> <td style="text-align: center;"><input type="checkbox"/> \$500,001 to \$1 million</td> <td style="text-align: center;"><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td style="text-align: center;"><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td style="text-align: center;"><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td style="text-align: center;"><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td style="text-align: center;"><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td style="text-align: center;"><input type="checkbox"/> More than \$1 billion</td> </tr> </table>						<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
<input checked="" type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						
Estimated Liabilities <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/> \$0 to \$50,000</td> <td style="text-align: center;"><input type="checkbox"/> \$50,001 to \$100,000</td> <td style="text-align: center;"><input type="checkbox"/> \$100,001 to \$500,000</td> <td style="text-align: center;"><input type="checkbox"/> \$500,001 to \$1 million</td> <td style="text-align: center;"><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td style="text-align: center;"><input checked="" type="checkbox"/> \$10,000,001 to \$50 million</td> <td style="text-align: center;"><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td style="text-align: center;"><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td style="text-align: center;"><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td style="text-align: center;"><input type="checkbox"/> More than \$1 billion</td> </tr> </table>					<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input checked="" type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	
<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input checked="" type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion						

B1 (Official Form 1)(1/08)

Page 2

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Go Global, Inc.**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:

Case Number:

Date Filed:

Carlos A. Huerta and Christine H. Huerta**10-14456-bam****3/18/10**

District:

Relationship:

Judge:

Nevada**President****Bruce A. Markell****Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X

Signature of Attorney for Debtor(s)

(Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

B1 (Official Form 1)(1/08)

Page 3

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Go Global, Inc.**Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of Attorney*

X /s/ Samuel A. Schwartz. Esq.
Signature of Attorney for Debtor(s)

Samuel A. Schwartz. Esq. 10985

Printed Name of Attorney for Debtor(s)

The Schwartz Law Firm

Firm Name

626 South Third Street
Las Vegas, NV 89101

Address

Email: sam@schwartzlawyers.com

(702) 385-5544 Fax: (702) 385-2741

Telephone Number

March 23, 2010

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Carlos A. Huerta
Signature of Authorized Individual

Carlos A. Huerta

Printed Name of Authorized Individual

President

Title of Authorized Individual

March 23, 2010

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B4 (Official Form 4) (12/07)

United States Bankruptcy Court
District of Nevada

In re **Go Global, Inc.**

Debtor(s)

Case No.

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1) <i>Name of creditor and complete mailing address including zip code</i>	(2) <i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	(3) <i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	(4) <i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	(5) <i>Amount of claim [if secured, also state value of security]</i>
American Express PO Box 0001 Los Angeles, CA 90096-0001	American Express PO Box 0001 Los Angeles, CA 90096-0001	Credit Card		3,000.00
Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148	Antonio Nevada, LLC 8880 W. Sunset Road 3rd Floor Las Vegas, NV 89148			3,800,000.00
Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018	Azure Seas, LLC 5024 E. Lafayette Blvd Phoenix, AZ 85018			806,000.00 (0.00 secured)
Bank Of America Po Box 26078 Greensboro, NC 27420	Bank Of America Po Box 26078 Greensboro, NC 27420	Credit Card		46,774.00
City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938	City National Bank P.O. Box 60938 Los Angeles, CA 90060-0938			11,100,000.00 (0.00 secured)
Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Gordon & Silver 3960 Howard Hughes Pkwy 9th Floor Las Vegas, NV 89169	Legal Fees		57,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			1,000,000.00
Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018	Hugo R. Paulson 5024 E. Lafayette Blvd. Phoenix, AZ 85018			995,000.00
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			654,000.00 (0.00 secured)
Nevada State Bank P.O. Box 990 Las Vegas, NV 89125	Nevada State Bank P.O. Box 990 Las Vegas, NV 89125			639,236.00
One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	One Cap Financial 5440 W. Sahara Avenue 3rd Floor Las Vegas, NV 89145	Real Estate Loan		4,100,000.00 (0.00 secured)

B4 (Official Form 4) (12/07) - Cont.

In re **Go Global, Inc.**

Case No. _____

Debtor(s) _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Zions Bank 401 N. Capital Idaho Falls, ID 83402	Zions Bank 401 N. Capital Idaho Falls, ID 83402			617,763.00 (0.00 secured)

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **March 23, 2010**Signature **/s/ Carlos A. Huerta**

Carlos A. Huerta
President

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

Go Global, Inc.
3060 E. Post Road #110
Las Vegas, NV 89120

Samuel A. Schwartz. Esq.
The Schwartz Law Firm
626 South Third Street
Las Vegas, NV 89101

United States Trustee
300 Las Vegas Blvd. South #4300
Las Vegas, NV 89101

Dept of Employment, Training and Rehab
Employment Security Division
500 East Third Street
Carson City, NV 89713

IRS
P.O. Box 21126
DPN 781
Philadelphia, PA 19114

Nevada Dept of Taxation, BK Section
555 E. Washington Ave. #1300
Las Vegas, NV 89101

American Express
Acct No 372717347753005
PO Box 0001
Los Angeles, CA 90096-0001

Antonio Nevada, LLC
8880 W. Sunset Road
3rd Floor
Las Vegas, NV 89148

Azure Seas, LLC
5024 E. Lafayette Blvd
Phoenix, AZ 85018

Bank Of America
Acct No 68181004915099
Po Box 26078
Greensboro, NC 27420

Carlos A. Huerta
3060 E. Post Rd. #110
Las Vegas, NV 89120

City National Bank
P.O. Box 60938
Los Angeles, CA 90060-0938

Gordon & Silver
3960 Howard Hughes Pkwy
9th Floor
Las Vegas, NV 89169

Hugo R. Paulson
5024 E. Lafayette Blvd.
Phoenix, AZ 85018

Nevada State Bank
Acct No 0180910033179005001
P.O. Box 990
Las Vegas, NV 89125

One Cap Financial
5440 W. Sahara Avenue
3rd Floor
Las Vegas, NV 89145

Phillip M. Stone
6900 McCarran Blvd.
Ste. 2040
Reno, NV 89509

Zions Bank
Acct No 0010039798978529001
401 N. Capital
Idaho Falls, ID 83402

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Nevada				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): Huerta, Carlos A.			Name of Joint Debtor (Spouse) (Last, First, Middle): Huerta, Christina H.		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-5230			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-4388		
Street Address of Debtor (No. and Street, City, and State): 3060 E. Post Rd. #110 Las Vegas, NV			Street Address of Joint Debtor (No. and Street, City, and State): 3060 E. Post Rd. #110 Las Vegas, NV		
ZIP Code 89120			ZIP Code 89120		
County of Residence or of the Principal Place of Business: Clark			County of Residence or of the Principal Place of Business: Clark		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):		
ZIP Code			ZIP Code		
Location of Principal Assets of Business Debtor (if different from street address above):					
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <hr/> Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. <hr/> Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000					
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					
Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Huerta, Carlos A.**Huerta, Christina H.****All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X /s/ James W. Kwon, Esq.**March 18, 2010**

Signature of Attorney for Debtor(s)

(Date)

James W. Kwon, Esq.**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☒ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Huerta, Carlos A.**Huerta, Christina H.****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Carlos A. HuertaSignature of Debtor **Carlos A. Huerta****X /s/ Christina H. Huerta**Signature of Joint Debtor **Christina H. Huerta**

Telephone Number (If not represented by attorney)

March 18, 2010

Date

Signature of Attorney***X /s/ James W. Kwon, Esq.**

Signature of Attorney for Debtor(s)

James W. Kwon, Esq.

Printed Name of Attorney for Debtor(s)

James Kwon, LLC

Firm Name

**8925 W. Post Rd. #120
Las Vegas, NV 89148**

Address

Email: **jkwon@jwklawfirm.com****(702) 515-1200 Fax: (702) 515-1201**

Telephone Number

March 18, 2010

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re **Carlos A. Huerta
Christina H. Huerta**

Debtor(s)

Case No.
Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☐ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☒ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Carlos A. Huerta

Carlos A. Huerta

Date: March 18, 2010

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re **Carlos A. Huerta
Christina H. Huerta**

Debtor(s)

Case No.
Chapter

13

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☐ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☒ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Christina H. Huerta

Christina H. Huerta

Date: March 18, 2010

B6F (Official Form 6F) (12/07)

In re **Carlos A. Huerta,
Christina H. Huerta**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.
Account No. xxxx xxx4085 Hugo Paulson c/o Phillip M. Stone, Esq. 6900 S. McCarran Blvd. #2040 Reno, NV 89509		C	Civil Lawsuit			Unknown
Account No. xxxx xxxx-x1910 Hugo R. Paulson c/o Phillip M. Stone, Esq. 6900 S. McCarran Blvd. #2040 Reno, NV 89509		C	Civil Lawsuit			Unknown
Account No.						
Account No.						
Subtotal (Total of this page)						0.00
Total (Report on Summary of Schedules)						0.00

0 continuation sheets attached

Carlos A. Huerta
Christina H. Huerta
3060 E. Post Rd. #110
Las Vegas, NV 89120

James W. Kwon, Esq.
James Kwon, LLC
8925 W. Post Rd. #120
Las Vegas, NV 89148

Hugo Paulson
Acct No xxxx xxx4085
c/o Phillip M. Stone, Esq.
6900 S. McCarran Blvd. #2040
Reno, NV 89509

Hugo R. Paulson
Acct No xxxx xxxx-x1910
c/o Phillip M. Stone, Esq.
6900 S. McCarran Blvd. #2040
Reno, NV 89509