

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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4
5 NANYAH VEGAS, LLC, A Nevada limited
6 liability company,

7 Appellant,

8 v.

9 SIG ROGICH aka SIGMUND ROGICH as
10 Trustee of The Rogich Family Irrevocable
11 Trust; ELDORADO HILLS, LLC, a Nevada
12 limited liability company; TELD, LLC, a
13 Nevada limited liability company; PETER
14 ELIADES, individually and as Trustee of the
15 The Eliades Survivor Trust of 10/30/08; and
16 IMITATIONS, LLC, a Nevada limited liability
17 company,

18 Respondents.

19 AND RELATED MATTERS.

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Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. 79917

Eighth Judicial District Court
Case No. A-13-686303-C

Eighth Judicial District Court
Case No. A-16-746239-C

20 **JOINT APPENDIX VOL. 2**

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<u>ALPHABETICAL</u>			
<u>DOCUMENT</u>	<u>DATE</u>	<u>VOL.</u>	<u>BATES</u>
Amended Answer to First Amended Complaint; and Counterclaim Jury Demand	9/16/14	3	JA_000665-675
Answer to First Amended Complaint and Counterclaim	11/8/13	1	JA_000048-59
Answer to Counterclaim	2/20/14	1	JA_000060-63
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 1 of 2	10/7/19	34-35	JA_008121-8369
Appendix of Exhibits to Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC' Memorandum of Costs and Disbursements Volume 2 of 2	10/7/19	35	JA_008370-8406
Appendix of Exhibits to Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	10/17/19	35-36	JA_008471-8627
Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	8-9	JA_001862-2122

Appendix of Exhibits to Eldorado Hills, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	9	JA_002123-2196
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 1 of 2	6/1/18	9-10	JA_002212-2455
Appendix of Exhibits to Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment Volume 2 of 2	6/1/18	10-11	JA_002456-2507
Complaint	7/31/13	1	JA_000001-21
Complaint	11/4/16	4	JA_000777-795
Decision and Order	10/4/19	33	JA_008054-8062
Declaration of Brenoch Wirthlin in Further Support of Rogich Defendants' Motion for Attorneys' Fees	2/28/2020	38	JA_009104-9108
Declaration of Joseph A. Liebman in Further Support of Defendants Peter Eliades and Teld, LLC's Motion for Attorneys' Fees	2/21/2020	38	JA_009098-9103

Defendant Eldorado Hills, LLC's Motion in Limine to Preclude Any Evidence or Argument Regarding an Alleged Implied-In-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC	9/7/18	14	JA_003358-3364
Defendant Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)	7/22/19	33	JA_007868-7942
Defendant Eldorado Hills, LLC's Motion for Summary Judgment	6/1/18	8	JA_001850-1861
Defendant Eldorado Hills, LLC's Motion for Summary Judgment	5/22/19	32	JA_007644-7772
Defendant Eldorado Hills, LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment	1/25/19	14-15	JA_003473-3602
Defendant Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 nd Supplemental Pre-trial Disclosures	4/9/19	27	JA_006460-6471
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Countermotion for NRCP 15 Relief	4/9/19	27	JA_006441-6453

Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #3: Defendants Bound by their Answers to Complaint	9/19/18	14	JA_003365-3368
Defendant Eldorado Hills, LLC's Opposition to Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule	4/4/19	26	JA_006168-6188
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion for Summary Judgment	2/15/19	17	JA_004170-4182
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #5 re: Parol Evidence Rule	3/8/19	23	JA_005618-5623
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	3/8/19	23	JA_005624-5630
Defendant Eldorado Hills, LLC's Opposition to Nanyah Vegas, LLC's Motion to Settle Jury Instructions Based upon the Court's October 5, 2018, Order Granting Summary Judgment	3/20/19	24	JA_005793-5818

1	Defendant Eldorado Hills,	7/19/18	13	JA_003083-3114
2	LLC's Reply in Support of			
3	its Motion for Summary			
4	Judgment and Opposition to			
5	Countermotion for Summary			
6	Judgment			
7	Defendant Eldorado Hills,	4/19/19	29	JA_007114-7118
8	LLC's Response to Nanyah			
9	Vegas, LLC's Request for			
10	Judicial Notice and			
11	Application of Law of the			
12	Case Doctrine			
13	Defendant Peter Eliades and	10/17/19	35	JA_008458-8470
14	Teld, LLC's Motion for			
15	Attorneys' Fees			
16	Defendant Sig Rogich,	8/11/14	1-3	JA_000084-517
17	Trustee of the Rogich			
18	Family Irrevocable Trust's			
19	Motion for Partial Summary			
20	Judgment			
21	Defendant the Rogich	5/6/19	30	JA_007219-7228
22	Family Irrevocable Trust's			
23	Memorandum of Costs and			
24	Disbursements Pursuant to			
25	NRS 18.005 and NRS			
26	18.110			
27	Defendant The Rogich	5/21/19	31-32	JA_007610-7643
28	Family Irrevocable Trust's			
29	Motion for Attorneys' Fees			
30	and Costs			
31	Defendant's Reply in	12/30/14	4	JA_000759-764
32	Support of Motion for			
33	Award of Attorneys' Fees			
34	Defendants' Answer to	4/24/17	4	JA_000831-841
35	Complaint			

1	Defendants' First Amended Answer to Complaint	1/23/18	4	JA_000871-880
2				
3	Defendants' Motion in Limine to Preclude Plaintiff Carlos Huerta From Presenting at Trial any Contrary Evidence as to Mr. Huerta's Taking of \$1.42 million from Eldorado Hills, LLC as Go Global, Inc.'s Consulting Fee Income to Attempt to Refinance	2/25/19	21	JA_005024-5137
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10	Defendants' Motion in Limine to Preclude the Altered Eldorado Hills' General Ledger and Related Testimony at Trial	2/25/19	20-21	JA_004792-5023
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13	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's: (1) Reply in Support of their Joinder to Motion for Summary Judgment; and (2) Opposition to Nanyah Vegas, LLC's Countermotion for Summary Judgment and for N.R.C.P. 56(f) Relief	4/11/18	7	JA_001502-1688
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22	Defendants Peter Eliades, individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Motion for Summary Judgment	3/5/18	6	JA_001246-1261
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1 2 3 4 5 6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Joinder to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration	6/14/18	11	JA_002570-2572
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC, and Teld, LLC's Notice of Non-Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on Order Shortening Time	5/11/18	8	JA_001822-1825
17 18 19 20 21 22 23 24 25 26	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Eldorado Hills, LLC and Teld, LLC's Opposition to Nanyah Vegas, LLC's Motion to Reconsider Order Partially Granting Summary Judgment	6/21/18	12-13	JA_002952-3017

1 2 3 4 5	Defendants Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	10/7/19	34	JA_008107-8120
6 7 8 9	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, and Teld, LLC's Motion for Summary Judgment	6/1/18	9	JA_002197-2211
10 11 12 13 14 15 16	Defendants Peter Eliades, Individually and as Trustee of the Eliades Survivor Trust of 10/30/08, and Teld, LLC's Reply in Support of Their Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment	7/19/18	13	JA_003115-3189
17 18 19 20 21 22 23	Defendants Peter Eliades, Individually and as Trustee of The Eliades Survivor Trust of 10/30/08, Teld, LLC, and Eldorado Hills, LLC's: (1) Opposition to Nanyah Vegas, LLC's Motion to Retax Costs; and (2) Countermotion to Award Costs	10/28/19	36-37	JA_008820-8902

1	Defendants Sigmund	10/7/19	33	JA_008073-8106
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust,			
5	and Imitations, LLC's			
6	Amended Memorandum of			
7	Costs and Disbursements			
8	Pursuant to NRS 18.005 and			
9	NRS 18.110			
10	Defendants Sigmund	10/8/19	35	JA_008407-8422
11	Rogich, Individually and as			
12	Trustee of the Rogich			
13	Family Irrevocable Trust,			
14	and Imitations, LLC's Errata			
15	to Amended Memorandum			
16	of Costs and disbursements			
17	Pursuant to NRS 18.005 and			
18	NRS 18.110			
19	Defendants Sigmund	6/5/18	11	JA_002535-2550
20	Rogich, Individually and As			
21	Trustee of the Rogich			
22	Family Irrevocable Trust and			
23	Imitations, LLC' Motion for			
24	Reconsideration			
25	Defendants Sigmund Rogich	2/18/19	17-19	JA_004183-4582
26	as Trustee of The Rogich			
	Family Irrevocable Trust,			
	Sigmund Rogich,			
	Individually and Imitations,			
	LLC's Omnibus Opposition			
	to (1) Nanyah Vegas LLC's			
	Motion for Summary			
	Judgment and (2) Limited			
	Opposition to Eldorado			
	Hills, LLC's Motion for			
	Summary Judgment			

1 2 3 4 5 6 7	Defendants Sigmund Rogich Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Motion to Reconsider Order Partially Granting Summary Judgment	6/14/18	11	JA_002553-2569
8 9 10 11 12 13	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah's Motion in Limine #3 re Defendants Bound by their Answers to Complaint	9/28/18	14	JA_003387-3390
14 15 16 17 18 19	Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Opposition to Nanyah Vegas, LLC's Motion to Continue Trial and to Set Firm Trial Date on OST	5/10/18	8	JA_001783-1790

1	Defendants Sigmund	4/11/18	6-7	JA_001479-1501
2	Rogich, Individually and as			
3	Trustee of the Rogich			
4	Family Irrevocable Trust and			
5	Imitations LLC's Reply in			
6	Support of Motion for			
7	Summary Judgment and			
8	Opposition to Nanyah			
9	Vegas, LLC's			
10	Countermotion for Summary			
11	Judgment and for NRCP			
12	56(f) Relief			
13	Defendants Sigmund	9/20/18	14	JA_003369-3379
14	Rogich, Individually and as			
15	Trustee of the Rogich			
16	Family Irrevocable Trust and			
17	Imitations, LLC's Reply in			
18	Support of Their Motion for			
19	Rehearing			
20	Defendants Sigmund	3/22/19	25	JA_006040-6078
21	Rogich, Individually and as			
22	Trustee of the Rogich			
23	Family Irrevocable Trust and			
24	Imitations, LLC's 2 nd			
25	Supplemental Pre-Trial			
26	disclosures			
	Eldorado Hills, LLC's	4/9/19	27	JA_006454-6456
	Notice of Non-Consent to			
	Nanyah Vegas, LLC's			
	Unpleaded Implied-in-fact			
	Contract Theory			
	Eldorado Hills, LLC's	11/6/19	37	JA_008903-8920
	Notice of Cross-Appeal			
	Eldorado Hills, LLC's	4/16/19	29	JA_006893-7051
	Pretrial Memorandum			

1	Errata to Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/5/18	14	JA_003352-3357
2				
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5	Errata to Pretrial Memorandum	4/16/19	29	JA_007062-7068
6				
7	Ex Parte Motion for an Order Shortening Time on Motion for Relief From the October 5, 208 Order Pursuant to NRCP 60(b)	2/8/19	17	JA_004036-4039
8				
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10	First Amended Complaint	10/21/13	1	JA_000027-47
11	Joint Case Conference Report	5/25/17	4	JA_000842-861
12				
13	Judgment	5/4/2020	38	JA_009247-9248
14	Judgment Regarding Award of Attorneys' Fees and Costs in Favor of the Rogich Defendants	5/5/2020	38	JA_009255-9256
15				
16	Minutes	4/18/18	7	JA_001710-1711
17	Minutes	2/21/19	20	JA_004790-4791
18	Minutes	3/5/19	22	JA_005261-5262
19	Minutes	3/20/19	25	JA_006038-6039
20	Minutes	4/18/19	29	JA_007104-7105
21	Minutes	4/22/19	30	JA_007146-7147
22	Minutes	9/5/19	33	JA_008025-8026
23	Minutes	1/30/2020	37	JA_009059-9060
24	Minutes	3/31/2020	38	JA_009227-9228
25	Minutes – Calendar Call	11/1/18	14	JA_003454-3455
26	Minutes – Telephonic Conference	11/5/18	14	JA_003456-3457

Motion for Award of Attorneys' Fees	11/19/14	3	JA_000699-744
Motion for Leave to File an Amended Answer on an Order Shortening Time	4/30/14	1	JA_000064-83
Motion for Rehearing	8/17/18	13-14	JA_003205-3316
Motion for Relief from the October 5, 2018, Order Pursuant to NRCP 60(b)	2/6/19	15-17	JA_003650-4035
Motion for Summary Judgment	2/23/18	4-6	JA_000894-1245
Motion for Summary Judgment or Alternatively for Judgment as a Matter of Law Pursuant to NRCP 50(a)	5/10/19	30-31	JA_007237-7598
Motion to Compel Production of Plaintiff's Tax Returns and for Attorneys' Fees on Order Shortening Time	2/27/19	21-22	JA_005175-5260
Motion to Reconsider Order on Nanyah's Motion in Limine #5: Parol Evidence Rule on Order Shortening Time	3/25/19	25	JA_006079-6104
Motion to Reconsider Order Partially Granting Summary Judgment	6/4/18	11	JA_002512-2534
Nanyah Vegas, LLC's 2 nd Supplemental Pretrial Disclosures	4/5/19	27	JA_006410-6422
Nanyah Vegas, LLC's 3 rd Supplemental Pretrial Disclosures	4/12/19	27	JA_006484-6496

1	Nanyah Vegas, LLC's	4/16/19	28	JA_006718-6762
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Nanyah Vegas, LLC's	5/10/18	8	JA_001791-1821
8	Motion in Limine #3 re:			
9	Defendants Bound by Their			
	Answers to Complaint			
10	Nanyah Vegas, LLC's	2/15/19	17	JA_004115-4135
11	Motion in Limine #5 re:			
	Parol Evidence Rule			
12	Nanyah Vegas, LLC's	2/15/19	17	JA_004136-4169
13	Motion in Limine #6 re:			
	Date of Discovery			
14	Nanyah Vegas, LLC's	5/3/18	8	JA_001759-1782
15	Motion to Continue Trial			
16	and to Set Firm Trial Date			
	on Order Shortening Time			
17	Nanyah Vegas, LLC's	1/30/19	15	JA_003603-3649
18	Motion to Extend the			
19	Dispositive Motion Deadline			
20	and Motion for Summary			
	Judgment			
21	Nanyah Vegas, LLC's	10/16/19	35	JA_008423-8448
22	Motion to Retax Costs			
23	Submitted by Eldorado			
24	Hills, LLC, Peter Eliades,			
25	Individually and as Trustee			
	of The Eliades Survivor			
	Trust of 10/30/08, and Teld,			
26	LLC's Memorandum of			
	Costs and Disbursements			

1 2 3 4 5 6 7 8	Nanyah Vegas, LLC's Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	10/16/19	35	JA_008449-8457
9 10 11 12	Nanyah Vegas, LLC's Motion to Settle Jury Instructions Base Upon the Court's October 5, 2018 Order Granting Summary Judgment	2/26/19	21	JA_005138-5174
13 14	Nanyah Vegas, LLC's Notice of Compliance with 4-9-2019 Order	4/16/19	29	JA_007052-7061
15 16 17 18 19 20 21	Nanyah Vegas, LLC's Opposition to Defendants Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Motion for Reconsideration and Joinder	6/25/18	13	JA_003053-3076
22 23 24 25 26	Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Dismissal with Prejudice Under Rule 41(e)	8/6/19	33	JA_007959-8006

Nanyah Vegas, LLC's Opposition to Eldorado Hills, LLC's Motion for Summary Judgment	7/11/19	32	JA_007840-7867
Nanyah Vegas LLC's Opposition to Eldorado Hills LLC's Motion to Extend the Dispositive Motion Deadline and Motion for Summary Judgment and Countermotion for NRCP 15 Relief	2/15/19	17	JA_004040-4070
Nanyah Vegas, LLC's Opposition to Motion for Rehearing and Countermotion for Award of Fees and Costs	9/4/18	14	JA_003317-3351
Nanyah Vegas LLC's Opposition to Motion for Relief From the October 5, 2018 Order Pursuant to NRCP 60(b)	2/15/19	17	JA_004071-4114
Nanyah Vegas, LLC's Opposition to Motion in Limine to Preclude any Evidence or Argument Regarding an Alleged Implied-in-Fact Contract Between Eldorado Hills, LLC and Nanyah Vegas, LLC	9/24/18	14	JA_003380-3386
Nanyah Vegas, LLC's Opposition to Peter Eliades and Teld, LLC's Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009001-9008

Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion for Attorneys' Fees and Costs	1/8/2020	37	JA_009009-9018
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion for Summary Judgment	3/20/19	25	JA_005992-6037
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine re: Carlos Huerta	3/20/19	24	JA_005836-5907
Nanyah Vegas, LLC's Opposition to Rogich Defendants' Motion in Limine to Preclude the Altered Eldorado Hill's Ledger and Related Testimony at Trial	3/20/19	25	JA_005908-5991
Nanyah Vegas, LLC's Opposition to Rogich Defendant's Motion to Compel	3/14/19	23	JA_005631-5651
Nanyah Vegas, LLC's Pretrial Disclosures	10/12/18	14	JA_003428-3439
Nanyah Vegas, LLC's Pretrial Memorandum	4/16/19	28	JA_006763-6892
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #5 re: Parol Evidence Rule	3/14/19	23	JA_005652-5671
Nanyah Vegas, LLC's Reply in Support of Motion in Limine #6 re: Date of Discovery	3/14/19	23	JA_005672-5684

Nanyah Vegas, LLC's Reply in Support of Motion to Continue Trial and to set Firm Trial Date	5/15/18	8	JA_001826-1829
Nanyah Vegas, LLC's Reply in Support of Motion to Retax Costs submitted by Eldorado Hills, LLC, Peter Eliades, Individually and as Trustee of the Eliades survivor Trust of 10/30/08, and Teld, LLC's Memorandum of Costs and Disbursements	1/23/2020	37	JA_009033-9040
Nanyah Vegas, LLC's Reply in Support of its Motion to Retax Costs Submitted by Sigmund Rogich, Individually and as Trustee of the Rogich Family Revocable Trust, and Imitations, LLC's Memorandum of Costs and Disbursements Pursuant to NRS 18.005 and NRS 18.110	1/23/2020	37	JA_009041-9045
Nanyah Vegas, LLC's Reply in Support of Motion to Settle Jury Instructions Based Upon the Court's October 5, 2018, Order Granting Summary Judgment	3/27/19	25	JA_006114-6134

1	Nanyah Vegas, LLC's Reply	10/3/18	14	JA_003397-3402
2	to Oppositions to Motion in			
3	Limine #3 re: Defendants			
4	Bound by Their Answers to			
	Complaint			
5	Nanyah Vegas, LLC's	4/21/19	29	JA_007119-7133
6	Supplement to Its			
7	Emergency Motion to			
8	Address Defendant the			
9	Rogich Trust's NRS 163.120			
10	Notice and/or Motion to			
	Continue Trial for Purposes			
	of NRS 163.120			
11	Nanyah Vegas, LLC's	3/19/2020	38	JA_009120-9127
12	Supplement to its Opposition			
13	to Peter Eliades and Teld,			
	LLC's Motion for			
	Attorneys' Fees and Costs			
14	Nanyah Vegas, LLC's	3/19/2020	38	JA_009128-9226
15	Supplement to Its			
16	Opposition to Rogich			
17	Defendants' Motion for			
	Attorneys' Fees and Costs			
18	Nanyah Vegas, LLC's	10/31/18	14	JA_003440-3453
19	Supplemental Pretrial			
	Disclosures			
20	Nevada Supreme Court	4/29/16	4	JA_000768-776
21	Clerks Certificate/Judgment			
22	– Reversed and Remand;			
	Rehearing Denied			
23	Nevada Supreme Court	7/31/17	4	JA_000862-870
24	Clerk's Certificate Judgment			
	– Affirmed			
25	Notice of Appeal	10/24/19	36	JA_008750-8819
26	Notice of Appeal	4/14/2020	38	JA_009229-9231

1	Notice of Appeal	5/21/2020	38	JA_009283-9304
2	Notice of Consolidation	4/5/17	4	JA_000822-830
3	Notice of Cross-Appeal	11/7/19	37	JA_008921-8937
4	Notice of Entry of Decision and Order	10/4/19	33	JA_008063-8072
5	Notice of Entry of Judgment	5/6/2020	38	JA_009264-9268
6	Notice of Entry of Order	10/8/18	14	JA_003413-3427
7	Notice of Entry of Order	3/26/19	25	JA_006108-6113
8	Notice of Entry of Order	4/17/19	29	JA_007073-7079
9	Notice of Entry of Order	4/30/19	30	JA_007169-7173
10	Notice of Entry of Order	5/1/19	30	JA_007202-7208
11	Notice of Entry of Order	5/1/19	30	JA_007209-7215
12	Notice of Entry of Order	6/24/19	32	JA_007828-7833
13	Notice of Entry of Order	6/24/19	32	JA_007834-7839
14	Notice of Entry of Order	2/3/2020	37	JA_009061-9068
15	Notice of Entry of Order	4/28/2020	38	JA_009235-9242
16	Notice of Entry of Order	5/7/2020	38	JA_009269-9277
17	Notice of Entry of Order (sic)	5/7/2020	38	JA_009278-9282
18	Notice of Entry of Order	7/26/18	13	JA_003192-3197
19	Denying Motion for			
20	Reconsideration			
21	Notice of Entry of Order	8/13/18	13	JA_003200-3204
22	Denying Nanyah Vegas,			
23	LLC's Motion for			
24	Reconsideration			
25	Notice of Entry of Order	4/10/19	27	JA_006478-6483
26	Denying Nanyah Vegas,			
	LLC's Motion in Limine #5:			
	Parol Evidence Rule			

1	Notice of Entry of Order	5/7/19	30	JA_007229-7236
2	Denying the Rogich			
3	Defendants' Motions in			
4	Limine			
5	Notice of Entry of Order	3/16/2020	38	JA_009113-9119
6	Granting Defendants Peter			
7	Eliades and Teld, LLC's			
8	Motion for Attorneys' Fees			
9	and Setting Supplemental			
10	Briefing on Apportionment			
11	Notice of Entry of Order	5/6/2020	38	JA_009257-9263
12	Granting Defendants Peter			
13	Eliades and Teld, LLC's			
14	Motion for Attorney's Fees			
15	Notice of Entry of Order	11/6/18	14	JA_003462-3468
16	Regarding Motions in			
17	Limine			
18	Notice of Entry of	5/16/19	31	JA_007603-7609
19	Stipulation and Order			
20	Suspending Jury Trial			
21	Notice of Entry of Orders	5/22/18	8	JA_001837-1849
22	Objection to Nanyah's	4/19/19	29	JA_007106-7113
23	Request for Judicial Notice			
24	and Application of the Law			
25	of the Case Doctrine			
26	Objections to Eldorado	4/5/19	27	JA_006434-6440
	Hills, LLC's Pre-Trial			
	Disclosures			
	Objections to Nanyah	4/5/19	27	JA_006423-6433
	Vegas, LLC's Pre-trial			
	Disclosures			

1	Opposition to Eldorado	6/19/18	12	JA_002917-2951
2	Hill's Motion for Summary			
3	Judgment and			
4	Countermotion for Summary			
5	Judgment			
6	Opposition to Eliades	6/19/18	11-12	JA_002573-2916
7	Defendants' Motion for			
8	Summary Judgment and			
9	Countermotion for Summary			
10	Judgment			
11	Opposition to Motion for	3/19/18	6	JA_001265-1478
12	Summary Judgment;			
13	Countermotion for Summary			
14	Judgment; and			
15	Countermotion for NRCP			
16	56(f) Relief			
17	Opposition to Motion for	5/24/19	32	JA_007773-7817
18	Summary Judgment or			
19	Alternatively for Judgment			
20	as a Matter of Law Pursuant			
21	to NRCP 50(a)			
22	Opposition to Nanyah	3/8/19	22-23	JA_005444-5617
23	Vegas, LLC's Motion in			
24	Limine #5 re: Parol			
25	Evidence Rule			
26	Opposition to Nanyah	3/8/19	22	JA_005263-5443
	Vegas, LLC's Motion in			
	Limine #6 re: Date of			
	Discovery			
	Opposition to Nanyah	1/9/2020	37	JA_009019-9022
	Vegas, LLC's Motion to			
	Retax Costs Submitted by			
	Rogich Defendants			

1	Opposition to Plaintiff's	4/18/19	29	JA_007093-7103
2	Emergency Motion to			
3	Address Defendant The			
4	Rogich Family Irrevocable			
5	Trust's NRS 163.120 Notice			
6	and/or Motion to Continue			
	Trial for Purposes of NRS			
	163.120			
7	Opposition to Plaintiff's	4/5/19	26	JA_006189-6402
8	Motion to Reconsider Order			
9	on Motion in Limine #5 re			
	Parol Evidence Rule on OST			
10	Order	4/30/19	30	JA_007165-7168
11	Order: (1) Granting	10/5/18	14	JA_003403-3412
12	Defendants Peter Eliades,			
13	Individually and as Trustee			
14	of the Eliades Survivor Trust			
15	of 10/30/08, and Teld,			
16	LLC's Motion for Summary			
17	Judgment; and (2) Denying			
	Nanyah Vegas, LLC's			
	Countermotion for Summary			
	Judgment			
18	Order: (1) Granting Rogich	5/5/2020	38	JA_009249-9254
19	Defendants' Renewed			
20	Motion for Attorneys' Fees			
21	and Costs; and (2) Denying			
22	Nanyah's Motion to Retax			
	Costs Submitted by Rogich			
	Defendants			
23	Order Denying	5/22/18	8	JA_001830-1832
24	Countermotion for Summary			
25	Judgment and Denying			
26	NRCP 56(f) Relief			

Order Denying Motion to Continue Trial Date and Granting Firm Trial Date Setting	6/4/18	11	JA_002508-2511
Order Denying Motion to Reconsider	7/24/18	13	JA_003190-3191
Order Denying Nanyah Vegas, LLC's Motion for NRCP 15 Relief	5/29/19	32	JA_007818-7820
Order Denying Nanyah Vegas, LLC's Motion for Reconsideration	8/10/18	13	JA_003198-3199
Order Denying Nanyah Vegas, LLC's Motion in Limine #5: Parol Evidence Rule	4/10/19	27	JA_006475-6477
Order Denying Nanyah Vegas, LLC's Motion in Limine #6 re: Date of Discovery	4/17/19	29	JA_007069-7072
Order Denying Plaintiff Nanyah Vegas, LLC's Motion to Settle Jury Instructions	5/1/19	30	JA_007174-7177
Order Denying Nanyah Vegas, LLC's Motion to Reconsider Order on Motion in Limine #5 re: Parol Evidence Rule	5/1/19	30	JA_007178-7181
Order Denying the Rogich Defendants' Motions in Limine	5/6/19	30	JA_007216-7218
Order Denying The Rogich Defendants' NRCP 60(b) Motion	3/26/19	25	JA_006105-6107

Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees	5/4/2020	38	JA_009243-9246
Order Granting Defendants Peter Eliades and Teld, LLC's Motion for Attorney's Fees and Setting Supplemental Briefing on Apportionment	3/16/2020	38	JA_009109-9112
Order Granting Motion for Award of Attorneys Fees	2/10/15	4	JA_000765-767
Order Granting Motion for Leave to Amend Answer to Complaint	1/29/18	4	JA_000884-885
Order Granting Partial Summary Judgment	10/1/14	3	JA_000691-693
Order Granting Partial Summary Judgment	11/5/14	3	JA_000694-698
Order Partially Granting Summary Judgment	5/22/18	8	JA_001833-1836
Order Regarding Motions in Limine	11/6/18	14	JA_003458-3461
Order Regarding Plaintiff's Emergency Motion to Address Defendant The Rogich Family Irrevocable Trust's NRS 163.120 Notice and/or Motion to Continue Trial for Purposes of NRS 163.120	5/29/19	32	JA_007821-7823
Order Re-Setting Civil Jury Trial and Calendar Call	12/7/18	14	JA_003469-3470
Order Re-Setting Civil Jury Trial and Calendar Call	12/19/18	14	JA_003471-3472

Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call	6/6/18	11	JA_002551-2552
Partial Transcript of Proceedings, All Pending Motions (Excludes Ruling), Heard on April 18, 2018	4/23/18	7-8	JA_001718-1758
Partial Transcript of Proceedings, All Pending Motions (Ruling Only), Hearing on April 18, 2018	4/19/18	7	JA_001712-1717
Plaintiffs' Opposition to Defendant's Motion for Award of Attorneys' Fees	12/5/14	4	JA_000745-758
Plaintiff's Opposition to Defendant's Motion for Partial Summary Judgment and Counter-Motion for Partial Summary Judgment	8/25/14	3	JA_000518-664
Pretrial Memorandum	4/16/19	27-28	JA_006501-6717
Proof of Service (Eldorado Hills)	8/30/13	1	JA_000022-24
Proof of Service (Sig Rogich aka Sigmund Rogich)	9/18/13	1	JA_000025-26
Recorders Transcript of Hearing – Calendar Call, Heard on November 1, 2018	12/9/19	37	JA_008938-8947
Recorders Transcript of Hearing – Recorder's Transcript of Proceedings re: Motions, Heard on September 5, 2019	9/9/19	33	JA_008027-8053

1	Recorders Transcript of	12/9/19	37	JA_008948-8955
2	Hearing – Telephonic			
3	Conference, Heard on			
4	November 5, 2018			
5	Recorders Transcript of	5/1/19	30	JA_007182-7201
6	Hearing – Transcript of			
7	Proceedings, Telephonic			
8	Conference, Heard on April			
9	18, 2019			
10	Recorders Transcript of	12/9/19	37	JA_008956-9000
11	Proceedings – All Pending			
12	Motions, Heard on April 8,			
13	2019			
14	Reply in Support of	8/29/19	33	JA_008015-8024
15	Defendant Eldorado Hills,			
16	LLC’s Motion for Dismissal			
17	With Prejudice Under Rule			
18	41(e)			
19	Reply in Support of	8/29/19	33	JA_008007-8014
20	Defendant Eldorado Hills,			
21	LLC’s Motion for Summary			
22	Judgment			
23	Reply in Support of	10/3/18	14	JA_003391-3396
24	Defendant Eldorado Hills,			
25	LLC’s Motion in Limine to			
26	Preclude Any Evidence or			
	Argument Regarding an			
	Alleged Implied-In-Fact			
	Contract Between Eldorado			
	Hills, LLC and Nanyah			
	Vegas, LLC			
	Reply in Support of Motion	7/24/19	33	JA_007943-7958
	for Summary Judgment or			
	Alternatively for Judgment			
	as a Matter of Law Pursuant			
	to NRCP 50(a)			

1	Reply in Support of	3/28/19	25	JA_006135-6154
2	Defendants' Motion in			
3	Limine to Preclude the			
4	Altered Eldorado Hills'			
5	General Ledger and Related			
6	Testimony at Trial			
7	Reply in Support of	1/23/2020	37	JA_009023-9032
8	Defendants Peter Eliades			
9	and Teld, LLC's Motion for			
10	Attorneys' Fees			
11	Reply in Support of	7/2/18	13	JA_003077-3082
12	Defendants Sigmund			
13	Rogich, Individually and as			
14	Trustee of the Rogich			
15	Family Irrevocable Trust and			
16	Imitations LLC's Motion for			
17	Reconsideration			
18	Reply in Support of Motion	2/19/19	19-20	JA_004583-4789
19	for Relief From the October			
20	5, 2018 Order Pursuant to			
21	NRFP 60(b)			
22	Reply in Support of Motion	3/18/19	23-24	JA_005685-5792
23	to Compel Production of			
24	Plaintiff's Tax Returns			
25	Reply in Support of Motion	4/5/19	27	JA_006403-6409
26	to Reconsider Order on			
	Nanyah's Motion in Limine			
	#5; Parol Evidence Rule on			
	Order Shortening Time			
	Reply in Support of Motion	6/25/18	13	JA_003018-3052
	to Reconsider Order			
	Partially Granting Summary			
	Judgment			

1	Reply to Opposition to	4/16/18	7	JA_001689-1706
2	Countermotion for Summary			
3	Judgment; and			
4	Countermotion for NRCP			
5	56(f) Relief			
6	Reply to Opposition to	9/18/14	3	JA_000676-690
7	Motion for Partial Summary			
8	Judgment			
9	Request for Judicial Notice	4/15/19	27	JA_006497-6500
10	Request for Judicial Notice	4/17/19	29	JA_007080-7092
11	and Application of the Law			
12	of the Case Doctrine			
13	Rogich Defendants'	3/20/19	24	JA_005819-5835
14	Opposition to Plaintiff's			
15	Motion to Settle Jury			
16	Instructions			
17	Rogich Defendants'	10/22/19	36	JA_008628-8749
18	Renewed Motion for			
19	Attorneys' Fees and Costs			
20	Rogich Defendants' Reply in	3/28/19	26	JA_006155-6167
21	Support of Motion in Limine			
22	to Preclude Contrary			
23	Evidence as to Mr. Huerta's			
24	Taking of \$1.42 Million			
25	from Eldorado Hills, LLC as			
26	Consulting Fee Income			
	Rogich Defendants' Reply in	1/23/2020	37	JA_009046-9055
	Support of Their Renewed			
	Motion for Attorneys' Fees			
	and Costs			

1 2 3 4 5 6 7	Sigmund Rogich, Individually and as a Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Notice of Non-Consent to Nanyah Vegas, LLC's Unpleaded Implied-in-fact Contract Theory	4/9/19	27	JA_006457-6459
8 9 10 11 12 13 14	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations, LLC's Joinder to Eldorado Hills, LLC's Objections to Nanyah Vegas, LLC's 2 nd Supplemental Pre-Trial Disclosures	4/10/19	27	JA_006472-6474
15 16 17 18 19 20 21 22 23 24 25 26	Sigmund Rogich, Individually and as Trustee of the Rogich Family Irrevocable Trust and Imitations LLC's Joinder to Defendants Peter Eliades Individually and as Trustee of the Eliades Trust of 10/30/08 Eldorado Hills LLC and Teld's Joinder to Motion for Summary Judgment	3/8/18	6	JA_001262-1264

1	Sigmund Rogich,	4/17/18	7	JA_001707-1709
2	Individually and as Trustee			
3	of the Rogich Family			
4	Irrevocable Trust and			
5	Imitations LLC's Joinder to			
6	Defendants Peter Eliades,			
7	Individually and as Trustee			
8	of The Eliades Survivor			
9	Trust of 10/30/08, Eldorado			
10	Hills, LLC and Teld's Reply			
11	in Support of Their Joinder			
12	to motion for Summary			
13	Judgment and Opposition to			
14	Nanyah Vegas, LLC's			
15	Countermotion for Summary			
16	Judgment and NRCP 56(f)			
17	Relief			
18	Stipulation and Order	4/22/2020	38	JA_009232-9234
19	Stipulation and Order	5/16/19	31	JA_007599-7602
20	Suspending Jury Trial			
21	Stipulation and Order re:	1/30/2020	37	JA_009056-9058
22	October 4, 2019 Decision			
23	Stipulation and Order	6/13/19	32	JA_007824-7827
24	Regarding Rogich Family			
25	Irrevocable Trust's			
26	Memorandum of Costs and			
	Motion for Attorneys' Fees			
	Stipulation for Consolidation	3/31/17	4	JA_000818-821
	Substitution of Attorneys	1/24/18	4	JA_000881-883
	Substitution of Attorneys	1/31/18	4	JA_000886-889
	Substitution of Counsel	2/21/18	4	JA_000890-893
	Summons – Civil	12/16/16	4	JA_000803-805
	(Imitations, LLC)			
	Summons – Civil (Peter	12/16/16	4	JA_000806-809
	Eliades)			

Summons – Civil (The Eliades Survivor Trust of 10/30/08)	12/16/16	4	JA_000810-813
Summons – Civil (The Rogich Family Irrevocable Trust)	12/16/16	4	JA_000799-802
Summons – Sigmund Rogich	12/22/16	4	JA_000814-817
Summons – Teld, LLC	12/16/16	4	JA_000796-798
The Rogich Defendants' Memorandum of Points and Authorities Regarding Limits of Judicial Discretion Regarding Notice Requirements Provided to Trust Beneficiaries Under NRS Chapter 163	4/21/19	30	JA_007134-7145
Transcript of Proceedings, Jury Trial, Hearing on April 22, 2019	4/23/19	30	JA_007148-7164
Transcript of Proceedings, Motions, Hearing January 30, 2020	2/12/2020	37	JA_009069-9097

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL JOHNSTON PC, and that on this date I caused to be served a true copy of the **JOINT APPENDIX VOL. 2** on all parties to this action by the method(s) indicated below:

X by using the Supreme Court Electronic Filing System:

Brenoch Wirthlin
Kolesar & Leatham
400 South Rampart Blvd., Ste. 400
Las Vegas, NV 89145
*Attorneys for Sigmund Rogich, Individually and as Trustee of the
Rogich Family Irrevocable Trust and Imitations, LLC*

Joseph Liebman
Dennis Kennedy
Bailey Kennedy
8984 Spanish Ridge Avenue
Las Vegas, NV 89148-1302
*Attorneys for Eldorado Hills, LLC, Teld, LLC, a Nevada limited
liability company; Peter Eliades, individually and as Trustee of the
The Eliades Survivor Trust of 10/30/08*

DATED: This 9 day of July, 2021.



JODI ALHASAN

EXHIBIT C

EXHIBIT C

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 APRIL 1, 2011)

Carlos & Christine Huerta and Go Global, Inc. Liquidation Analysis	
LIST OF THE DEBTORS' PROPERTIES, LIEN AMOUNTS AND EQUITY	
3060 E. Post Road, Suite 110 Las Vegas, Nevada 89120	
First Mortgage:	\$654,000.00
Current Approximate Value:	<u>\$654,000.00</u>
Negative Equity:	(\$0.00)
908 Harold Drive, Unit 22 Incline Village, Nevada 89451	
First Mortgage:	\$350,671.80
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$671.80)
7229 Mira Vista Street Las Vegas, Nevada 89120	
First Mortgage:	\$665,655.85
Second Mortgage:	\$176,535.00
Current Approximate Value:	<u>\$840,000.00</u>
Negative Equity:	(\$2,190.85)
711 Biltmore Way, Unit 302 Coral Gables, Florida 33134	
First Mortgage:	\$367,000.00
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$17,000.00)
Cabin 11 at Mt. Charleston Cabins APN 129-36-101-009	
First Mortgage:	\$137,194.97
Current Approximate Value:	<u>\$120,000.00</u>
Negative Equity:	(\$17,194.97)
1370 Highway #20 Ashton, Idaho 83420	
First Mortgage:	\$616,072.50
Current Approximate Value:	<u>\$620,000.00</u>
Equity:	\$3,927.50

Go Global, Inc.²

Cash on Hand:	\$20,000.00
Real Property:	\$650,000.00
Furniture, Fixtures & Equipment:	<u>\$10,000.00</u>
Total Assets:	\$680,000.00

Total Secured Liabilities:	\$654,000.00
Total Unsecured Liabilities:	<u>\$10,000.00</u>
Total Liabilities:	\$664,000.00

Total Equity:	\$16,000.00
----------------------	--------------------

Total:

Current Debt:	\$3,631,130.12
Current Appraised Value:	<u>\$3,614,000.00</u>
Negative Equity:	(\$17,130.12)

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.

² The value of Go Global, Inc. will largely be determined by the outcome of the Mt. Charleston Adversary, as the litigation involves the company's most significant asset, The Mount Charleston Lodge. If the Debtors are successful in the Mt. Charleston Adversary, the value of the company will likely increase by a few million dollars. As the Debtors propose to pay allowed claims of unsecured creditors in full, however, the outcome of the Mt. Charleston Adversary is irrelevant for this liquidation analysis.

EXHIBIT 8

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.

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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.

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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
<i>Administrative Claims</i>	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 HPCCH 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 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.

(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 <u>NOT</u> 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

<p>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 <u>NOT</u> BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS’ BUSINESSES OR THE PLAN AND ITS IMPLEMENTATION.</p>
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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, HPCCH, 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 C

EXHIBIT C

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 APRIL 1, 2011)

Carlos & Christine Huerta and Go Global, Inc. Liquidation Analysis	
LIST OF THE DEBTORS' PROPERTIES, LIEN AMOUNTS AND EQUITY	
3060 E. Post Road, Suite 110 Las Vegas, Nevada 89120	
First Mortgage:	\$654,000.00
Current Approximate Value:	<u>\$654,000.00</u>
Negative Equity:	(\$0.00)
908 Harold Drive, Unit 22 Incline Village, Nevada 89451	
First Mortgage:	\$350,671.80
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$671.80)
7229 Mira Vista Street Las Vegas, Nevada 89120	
First Mortgage:	\$665,655.85
Second Mortgage:	\$176,535.00
Current Approximate Value:	<u>\$840,000.00</u>
Negative Equity:	(\$2,190.85)
711 Biltmore Way, Unit 302 Coral Gables, Florida 33134	
First Mortgage:	\$367,000.00
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$17,000.00)
Cabin 11 at Mt. Charleston Cabins APN 129-36-101-009	
First Mortgage:	\$137,194.97
Current Approximate Value:	<u>\$120,000.00</u>
Negative Equity:	(\$17,194.97)
1370 Highway #20 Ashton, Idaho 83420	
First Mortgage:	\$616,072.50
Current Approximate Value:	<u>\$620,000.00</u>
Equity:	\$3,927.50

Go Global, Inc.²

Cash on Hand:	\$20,000.00
Real Property:	\$650,000.00
Furniture, Fixtures & Equipment:	<u>\$10,000.00</u>
Total Assets:	\$680,000.00
Total Secured Liabilities:	\$654,000.00
Total Unsecured Liabilities:	<u>\$10,000.00</u>
Total Liabilities:	\$664,000.00
Total Equity:	\$16,000.00
Total:	
Current Debt:	\$3,631,130.12
Current Appraised Value:	<u>\$3,614,000.00</u>
Negative Equity:	(\$17,130.12)

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.

² The value of Go Global, Inc. will largely be determined by the outcome of the Mt. Charleston Adversary, as the litigation involves the company's most significant asset, The Mount Charleston Lodge. If the Debtors are successful in the Mt. Charleston Adversary, the value of the company will likely increase by a few million dollars. As the Debtors propose to pay allowed claims of unsecured creditors in full, however, the outcome of the Mt. Charleston Adversary is irrelevant for this liquidation analysis.

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Attorneys for the Debtors

E-Filed: April 4, 2011

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA

In re:	)	Jointly Administered 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)	
Christine H. Huerta,	)	Chapter 11
)	
Debtors.)	
	)	Hearing Date:
	)	Hearing Time:

**JOINT DISCLOSURE STATEMENT OF GO GLOBAL, INC.
AND CARLOS AND CHRISTINE HUERTA**

Table of Contents

I.	Introduction.....	1
II.	Background.....	4
III.	Summary of the Joint Plan of Reorganization	7
IV.	Means of Implementing the Plan	12
V.	Confirmation Requirements and Procedures	15
VI.	Effect of Confirmation of the Plan.....	19
VII.	Other Plan Provisions	20

I. INTRODUCTION

This is the Joint Disclosure Statement of Go Global, Inc. and Carlos and Christine Huerta (the “**Disclosure Statement**”) in the jointly administered Chapter 11 cases of the above captioned debtors and debtors in possession (the “**Debtors**”). This Disclosure Statement contains information about the Debtors and describes the Joint Plan of Reorganization of Go Global, Inc. and Carlos and Christine Huerta (the “**Plan**”) filed by the Debtors

contemporaneously herewith in accordance with the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

The proposed distributions under the Plan are discussed at pages 8-12 of this Disclosure Statement. Secured creditors are classified into two (2) classes, which are then subdivided into sub-classes, and include Class 1 (Secured Unimpaired) and Class 2 (Secured Impaired). Unsecured creditors are classified in three (3) separate classes, which include Classes 3 (Priority Unsecured Claims), 4 (Convenience) and 5 (General Unsecured Creditors). General Unsecured Creditors will be paid in full on account of their allowed claims, to be distributed in 20 equal quarterly payments by Cynthia Bitaut of Baxter Distribution Services (the “**Distribution Agent**”). The Distribution Agent will be authorized to hire attorneys to object to proofs of claim, if necessary, and to collect a reasonable fee for administering the Debtors’ post confirmation estate.

PURPOSE OF THIS DOCUMENT

This Disclosure Statement describes:

- The Debtors and the significant events during the Chapter 11 cases;
- How the Plan proposes to treat claims of the type you hold (i.e., what you will receive for your claim if the Plan is confirmed);
- Who can vote on or object to the Plan;
- What factors the United States Bankruptcy Court for the District of Nevada (the “**Court**”) will consider when deciding whether to confirm the Plan;
- Why the Debtors believe the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the confirmed Plan itself that will establish and control your rights.

Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing.

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation, which describes the objection deadlines and important Court dates relevant here.

Time and Place of the Hearing to Confirm the Plan.

The Court will hold a hearing on _____, 2011 at ____:____.m. to determine whether to confirm the Plan, in Courtroom _____, at the United States Bankruptcy Court for the District of Nevada, 300 South Las Vegas Boulevard, Las Vegas, Nevada, 89101.

Deadline for Voting to Accept or Reject the Plan.

If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your claim. Please complete the ballot, as indicated, and return the ballot in the enclosed envelope to the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. See section V. below for a discussion of the voting eligibility requirements.

Your ballot must be received by _____, 2011, or it will NOT be counted.

Deadline for Objecting to Confirmation of the Plan.

Objections to the confirmation of the Plan must be filed with the Court and served upon (a) the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, Attn: Samuel A. Schwartz, Esq. and (b) The Office of the United States Trustee, by _____, 2011.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibit D**.

Identity of Person to contact for more information.

If you want additional information about the Plan, you should contact the Debtors' counsel, The Schwartz Law Firm, Inc., 701 East Bridger Avenue, Suite 120, Las Vegas, Nevada, 89101, at 702.385.5544, Attn: Samuel A. Schwartz.

DISCLAIMER

THE COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES AFFECTED BY THE PLAN TO MAKE AN INFORMED DECISION ABOUT ITS TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE COURT APPROVED THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A RECOMMENDATION THAT IT BE ACCEPTED.

II. BACKGROUND

The Debtors

The Debtors in these Chapter 11 cases consist of (i) Carlos and Christine Huerta, husband and wife (the “**Huertas**”), and (ii) Go Global, Inc. (“**Go Global**”).

On March 18, 2010 (the “**Huerta Petition Date**”), 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 (the “**Go Global Petition Date**,” and along with the Huerta Petition Date, collectively, the “**Petition Dates**”), Go Global filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

On April 5, 2010, the Court entered an order directing joint administration of the Debtors’ bankruptcy cases. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to operate their businesses as debtors in possession.

The Debtors’ need to file for bankruptcy was primarily the result of (i) the overall decline in national economy and the crash of the real estate market and (ii) the improper and authorized 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 their assets and instituted frivolous litigation against the Debtors. As detailed herein, the Debtors have instituted the Mt. Charleston Adversary (as defined herein) to recover the Debtors’ assets improperly transferred to Paulson and Paulson’s entities.

Carlos and Christine Huerta

The Huertas own 100% of Go Global, and Carlos Huerta is Go Global’s President. Carlos Huerta has been involved in real estate development for over fourteen years.

Go Global, Inc.

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.

Go Global has primarily focused on taking healthy real estate assets and repositioning them in a more positive light by tweaking 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.

Insiders of the Debtors

The Huertas are individuals with little or no payments to insiders. Certain payments were made from Go Global to Carlos Huerta, in his capacity as President of Go Global in the total amount of \$30,300.00 from March 23, 2010 through April 1, 2011.

Litigation

On June 19, 2009, prior to the Petition Dates, **Paulson** filed a complaint against the Debtors 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 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 involves a condominium project investment in Washoe County, Nevada, whereby Paulson seeks recovery against Carlos Huerta in connection with investments made by Paulson in HC Waterstone, LLC.

On July 19, 2010, Paulson filed a complaint in the 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. 10-1207-BAM (collectively, the “**Joined Adversary**”). The Debtors deny any wrongdoing with respect to the Joined Adversary, believe 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. The Joined Adversary hearing is scheduled to commence on April 27, 2011.

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 has continued with respect to Savino and Datasource.

On September 3, 2010, the Debtors commenced an adversary proceeding in the 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 Mount 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 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 and (iv) the divestiture of the Debtors' interest in the Mt. Charleston lodging development located in Las Vegas. Specifically, among other things, the Mt. Charleston Adversary seeks 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. The Mt. Charleston Adversary hearing is scheduled to commence on August 24, 2011. The Debtors anticipate that they will prevail and if successful, the Debtors intend on using the funds recovered from Paulson to, in part, fund distributions to creditors under the Plan.

Significant Events During the Bankruptcy Cases

In addition to the adversary proceedings detailed herein, on April 4, 2011, the Debtors filed Debtors' Motion for the Entry of an Order Authorizing the Debtors to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362 and 364 (the "**DIP Motion**"). Pursuant to the DIP Motion, the Debtors are seeking the approval of post-petition financing from Jacob Feingold in the form of a term note in the amount of up to \$80,000 to be secured by unencumbered parcels of land located in Ashton, Idaho, which is owned by the Alexander Christopher Trust, the Huerta's family trust. As of the date of this Disclosure Statement, the DIP Motion has not yet been heard by the Court.

Additionally, the Debtors petitioned the Court to retain two professionals in these Chapter 11 cases as follows: (i) The Schwartz Law Firm, Inc. ("SLF"), as Debtors' counsel and (ii) Kolesar & Leatham, Chtd. as special corporate counsel for the Debtors.

Projected Recovery of Avoidable Transfers

Pursuant to the Mt. Charleston Adversary, the Debtors are presently pursuing preference, fraudulent conveyance, or other avoidance actions against Paulson and Paulson's entities due to the significant transfers and divestitures of the Debtors' assets that were initiated by Paulson and Paulson's entities, in part, during the 2 year period leading up to the filing of these Chapter 11 cases.

The Debtors further reserve their right, however, to perform and complete additional investigations with regard to prepetition transactions. Although they do not believe any significant transfers occurred, other than those reference above, creditors should be aware that if you received a payment or other transfer within 90 days of the Petition Dates, or any other transfer avoidable under the Bankruptcy Code, the Debtors may seek to avoid such transfer.

Claims Objections

Except to the extent that a claim is already allowed pursuant to a final, non-appealable order, the Debtors reserve the right to object to creditors' claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

Separately, the Court set the following bar dates for proofs of claim in these Chapter 11 cases as stated in the below table (collectively, the "**Bar Date**"). The Bar Date is the date after which creditors cannot file a proof of claim in these Chapter 11 cases. Importantly, if your claim is listed in the Debtors' Schedules of Liabilities, and you agree with the claim amount listed therein, you do not need to file a proof of claim in these Chapter 11 cases. If the Debtors amend their Schedules of Liabilities and your claim is affected, you will have an opportunity to file an objection to any such change.

Debtor	Bar Date for Non-Governmental Creditors	Bar Date for Governmental Creditors
Carlos A. Huerta and Christine H. Huerta	8/18/2010	8/14/2010
Go Global, Inc.	8/4/2010	8/19/2010

Current and Historical Financial Conditions

The identity and fair market value of the assets of the Debtors' estates are listed in **Exhibit B**. The Debtors reserve the right to revalue the Properties prior to final confirmation of the Plan to reflect the value of the Properties at such time. Therefore, if you are a secured lender, your secured claim may change in connection with confirmation of the Plan if the value of your collateral has decreased after the hearing to determine the value of your respective collateral. **If you are a secured creditor and intend to object to any revised valuation of your collateral, you must file an objection to the Plan. If you are a secured lender subject to a revised valuation, notice of such revised valuation will be provided to you upon filing with the Court.**

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

What is the Purpose of the Plan of Reorganization?

As required by the Bankruptcy Code, the Plan 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. Such claims are not considered impaired, and holders of such claims do not vote on the Plan. Such Creditors may, however, object if, in such creditor's view, its 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 Expenses

Administrative expenses are costs or expenses of administering the Debtors' Chapter 11 cases which were incurred on or after the Petition Dates and which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative expenses also include the value of any goods or services sold to the Debtors in the ordinary course of business on or before the Petition Dates. The Bankruptcy Code requires that all administrative expenses 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 expenses, 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	Coming 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	\$100,000.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to Court order if such fees have not been approved by the Court on the effective date of the Plan.
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan.
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees	\$5,000.00	Paid in full on the effective date of the Plan.
TOTAL	\$105,000.00	

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 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.

Classes of Claims

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan.

Classes of Secured Claims

Allowed secured claims are claims secured by property of the Debtors' bankruptcy estate (or that are subject to set off) to the extent allowed as secured claims under section 506 of the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general, unsecured claim in Class 5. The Debtors' unimpaired secured claims are included in Class 1 and are divided into four (4) subclasses. The Debtors' six (6) impaired secured claims are divided into separate sub-classes within the Class 2, based upon each lien holder's related, separate and unique property rights. The Debtors' unsecured first and second lien holders' claims, if any, as well as those of general unsecured creditors, are classified in the general Class 5. As a result, each lien holder against the Debtors' real or personal property will receive one or two ballots, as applicable, for their separate Class 2 claims and Class 5 claims.

Secured creditors whose notes and mortgages may be modified pursuant to the Plan must elect to have their claims treated under section 1111(b) of the Bankruptcy Code prior to the conclusion of the hearing of this Disclosure Statement. The failure of any secured creditor to elect to apply section 1111(b) of the Bankruptcy Code prior to the conclusion of the Disclosure Statement hearing, may result in the loss of such rights, as set forth in Rule 3014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

The following chart lists the classes containing the Debtors' secured prepetition claims and their proposed treatment of those claims under the Plan:

Class #	Description	Impairment	Treatment
1	Secured claims of the Debtors' Property First Lien Holders Aggregate Allowed Secured Amount = \$1,200,000.00 Pre-pet. Arrearage and Cure Payment = \$0.00	Unimpaired	Paid in accordance with the terms of the underlying note and mortgage.
2	Secured claims of the Debtors' Residential Property First Lien Holders - Aggregate Allowed Secured Amount = \$2,461,130.12 Pre-pet. Arrearage and Cure Payment = \$0.00	Impaired	Paid in accordance with the terms of the underlying notes and mortgages based on the principal values as identified on Exhibit B or as agreed by the Debtor and the related note holder.

The Debtors' Plan shall, pursuant to section 1123(b) of the Bankruptcy Code, provide for the revaluation of the Debtors' real property listed on Exhibit B, in accordance with each Property's current market value immediately prior to final confirmation of the Plan. If you are a secured creditor, your secured claim may be reduced in accordance with section 506(a) of the Bankruptcy Code, as of the effective date of the Plan. If you disagree with the revaluation, you should object to the Plan.

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE DEBTORS AND THEIR COMBINED ESTATES. ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE SUBSTANTIVE CONSOLIDATION.

Reservation of Rights

Although the Debtors have filed the Mt. Charleston Adversary, the Debtors have not filed any adversary proceedings at this time against their mortgage lenders. Regardless of whether the Court confirms the Plan, however, the Debtors may pursue claims they hold against their mortgage lenders under The Truth In Lending Act, 15 U.S.C. §§ 1601, *et seq.*, The Real Estate Settlement Procedures Act, 12 U.S.C. §§ 2601, *et seq.*, as well as certain Nevada, Texas, and Florida state law claims. At this time, however, the Debtors' Cash Flow Analysis, attached as **Exhibits D and D-1**, proposes to make Plan payments to all general unsecured creditors, in accordance with section 1129(a)(7) and it assumes that there will be no recoveries from the Debtors' mortgage lenders on account of the Debtors' potential claims. Therefore, in the event the Debtors initiate any such actions and are unsuccessful, each unsecured creditor's claims distribution, as detailed herein, will remain unchanged. Accordingly, the pursuit of claims against the Debtors' mortgage lenders will not negatively affect, or otherwise reduce the Debtors' Plan payments, as provided herein, or require any further reorganization or liquidation, in accordance with section 1129(a)(11).

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, 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 other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

Additionally, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and reorganized Debtors shall retain all causes of action that the Debtors may hold against any party and reserve the right, after the effective date of the Plan, to assert and prosecute such

causes of action against any party, that the Debtors had immediately prior to their respective Petition Dates, as fully as if these Chapter 11 cases had not been commenced.

Priority Claims – Class 3

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. 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.

Classes of General unsecured Claims

General unsecured claims are not secured by property of the Debtors' estates 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 Numbers 4 and 5, which contains the general unsecured claims against the Debtors:

Class #	Description	Impairment	Treatment
4	1122(b) Convenience Class – Claims under \$1,000.00	Unimpaired	Paid in full in cash on the effective date of the Plan or when due under contract or applicable non-bankruptcy law.
5(a)	Allowed General Unsecured Claims of Hugo R. Paulson	Impaired	Paid in accordance with the outcomes of the Waterstone Adversary, the Mt. Charleston Lodge Adversary, and the Savino Litigation.
5(b)	Allowed General Unsecured Class, which includes the unsecured portion of the Debtors' first and second lien holders	Unimpaired	Monthly Payment = 100% of Allowed Claim, paid over 60 months in quarterly installments Payments Begin = Upon Confirmation Payments End = After 20 payments

THE DEBTORS INTEND TO SEEK SUBSTANTIVE CONSOLIDATION IN CONNECTION WITH THE PAYMENT OF THE GENERAL UNSECURED CLAIMS AGAINST THEIR ESTATES THROUGH THE PLAN. IF SUCH SUBSTANTIVE CONSOLIDATION IS AUTHORIZED AND ORDERED BY THE COURT, CERTAIN ALLOWED CLAIMS OF THE DEBTORS OR THEIR ESTATES SHALL BE SATISFIED FROM THE COMBINED CASH AND OTHER PROPERTY OF THE

DEBTORS AND THEIR COMBINED ESTATES. AS NOTED ABOVE, ALL ALLOWED SECURED CLAIMS IN CLASSES 1 AND 2 WILL RETAIN THEIR LIENS AND NOT BE ELIMINATED AS THE RESULT OF THE PROPOSED SUBSTANTIVE CONSOLIDATION.

The post-confirmation payment of the claims of unsecured creditors in the Debtors' Chapter 11 cases shall be jointly administered. Accordingly, the Debtors will pay their combined creditor pool through the continued joint administration of their estates post-confirmation, in order to maximize the distributions to unsecured creditors and avoid the related costs of paying their joint creditors separately for 5 years.

Equity Interest of the Debtor

Equity interest holders are parties who hold an ownership interest (i.e., equity interest). 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 these Chapter 11 cases, the Debtors' equity interests will not be impaired by the Plan.

IV. MEANS OF IMPLEMENTING THE PLAN

Source of Payments

Payments and distributions under the Plan will be funded by the Debtors, based upon their (a) projected monthly rental income, (b) personal income, (c) sale of existing assets in Debtor's possession, (d) income generated by Go Global and (e) the proceeds of the Mt. Charleston Adversary if the Debtors are successful. The Debtors' Cash Flow Analysis is attached hereto as **Exhibits D and D-1** and outlines the Debtors' sources and uses of income. The Plan payments described in this Disclosure Statement are based on the sum of the Debtors' rental, business and personal income, minus their monthly mortgage payments and personal expenses, plus any potential recoveries pursuant to the Mt. Charleston Adversary.

Method of Plan Payments

On or about the effective date of the Plan, the Debtors shall retain Cynthia Bitaut of Baxter Distribution Services, 2655 Box Canyon Drive #190, Las Vegas, Nevada 89128 as their disbursement agent (the "**Disbursement Agent**"). Except as otherwise provided in the Plan, upon confirmation, the Debtors shall begin making monthly distributions to the Disbursement Agent under the Plan. The Disbursement Agent shall begin, as soon as practical, making payments to the Debtors' unsecured creditors holding allowed claims on a quarterly basis, until such claims are paid in full as set forth in the Plan.

Distributions on Account of Claims Allowed After the Effective Date

Except as otherwise provided in the Plan, or upon the entry of a final, non-appealable order of the Court, 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 of the Plan shall begin on the regular quarterly payment date, as established by the Disbursement Agent, which is at least thirty (30) days after such claim becomes an allowed claim.

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 among the parties or a final, non-appealable order of the Court. In the event that there are disputed claims requiring adjudication and resolution, the Disbursement Agent shall establish appropriate reserves for potential payment of such claims pursuant to Article V of the Plan.

In no event, however, shall the Disbursement Agent be held liable for any failures of the Debtors to make any of their payments required under the Plan.

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 its 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 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 paragraph (b) below, 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 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 stay 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, up to the full amount of such holder's allowed claim, 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.

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 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.

The Holding Company.

On or about the effective date of the Plan, the Debtors shall transfer title of their properties to a Nevada limited liability company (the "**Holding Company**") for liability purposes. The transfers shall not limit the Debtors' personal liability to their Class 1 and Class 2 creditors or their obligations to make payments under the Plan.

Post-confirmation Management

The Debtors will continue to manage their properties and businesses post-petition in the ordinary course. The Debtors will be authorized to enter into, terminate and renew agreements as they see fit with respect to their properties and Go Global's real estate development activities. Additionally, some of the Debtors' other activities will include consulting work for Kalanit Nevada, LLC, D&D Properties, LLC, and to StarNet Group, LLC. Additionally, the Debtors will maintain a reserve account of 40,000.00. Finally the Debtors will be authorized to transfer their properties to the Holding Company to limit their liability from any claims arising therefrom after the confirmation date.

Risk Factors

The significant risk related to the Debtors' Plan is the continued deterioration of both the commercial and residential real estate markets. Should the real estate market further deteriorate, the Debtors may become unable to make their Plan payments.

The Debtors are depending, in part, on the proceeds of the Mt. Charleston Adversary to fund distributions to creditors under the Plan. If, however, the Debtors are unsuccessful, the Debtors will have to find other sources to fund their Plan distributions, which could severely impact the distributions to creditors proposed under the Plan.

Executory Contracts and Unexpired Leases

The Plan, in **Exhibit E**, lists all executed contracts and unexpired leases the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. **Exhibit E** also lists how the Debtors will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan by the deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.

All executory contracts and unexpired leases that are not listed in **Exhibit E** will be rejected under the Plan. Consult your advisor or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your executory contract or unexpired lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of an Unexpired Lease or Executory Contract is set forth on Page 7 above. Any claim based on the rejection of an executory contract or unexpired lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

Tax Consequences of Plan

Creditors Concerned with How the Plan May Affect Their Tax Liability Should Consult with their own Accountants, Attorneys, and/or Advisors.

The Debtors do not anticipate any adverse tax consequences to their estates from the Plan. To the extent the Debtors receive any debt forgiveness income related to these Chapter 11 cases, such income would not be taxable under section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, *et seq.*

V. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in section 1129(a) or (b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be proposed in good faith; (ii) at least one impaired class of claims must accept the Plan, without counting votes

of insiders; (iii) the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and (iv) the Plan must be feasible. These requirements are not the only requirements listed in section 1129 of the Bankruptcy Code, and they are not the only requirements for confirmation of the Plan.

Who May Vote or Object

Any party-in-interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties-in-interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

In these Chapter 11 cases, the Debtors believe that classes 2 and 5 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Debtors believe that classes 1, 3 and 4 are unimpaired and that holders of claims in each of these classes, therefore, are assumed to accept the Plan.

This is an individual Chapter 11 bankruptcy with respect to the Huertas in these Chapter 11 cases. Therefore, if the holder of an allowed unsecured claim against the Huertas 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 Huertas' property to be distributed under the Plan, or (b) the projected disposable income of the Huertas (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. The Debtors' proposed payment under the Plan, which is in accordance with section 1129(a)(15) of the Bankruptcy Code, is set forth in **Exhibits D and D-1**.

What Is an Allowed Claim?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (A) the Debtors have scheduled the claim on the Debtors' schedules, unless the claim has been scheduled as disputed, contingent or un-liquidated, or (B) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim by the Debtors, in which case, such creditor cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Bankruptcy Rule 3018(a).

The deadline for filing a proof of claim in these Chapter 11 cases was between August 4, 2010 and August 19, 2010, depending on the particular Debtor, and as detailed in Section II under the heading "Claims Objections".

The deadline for filing objections to confirmation of the Plan is _____, 2011.

What Is an Impaired Claim?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in section 1124 of the Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

Who is NOT Entitled to Vote?

The holders of the following six types of claims are *not* entitled to vote:

- **Holders of claims that have been disallowed by an order of the Court;**
- **Holders of other claims that are not “allowed claims” (as discussed above), unless they have been “allowed” for voting purposes;**
- **Holders of claims in unimpaired classes;**
- **Holders of claims entitled to priority pursuant to sections 507(a)(2) or (a)(8) of the Bankruptcy Code;**
- **Holders of claims in classes that do not receive or retain any value under the Plan; and**
- **Administrative expenses.**

Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation of the Plan and to the adequacy of the Disclosure Statement.

Who Can Vote In More Than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed below.

Votes necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (A) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast his votes to accept the Plan, and (B) the holders of at least two thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast his votes to accept the Plan.

Treatment of Non-Accepting Classes

Even if one or more of the impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is commonly referred to as a “cram down” plan. The Bankruptcy Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of section 1129(a)(8) of the Bankruptcy Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney regarding whether a “cramdown” confirmation will affect your claim, as the variations on this general rule are numerous and complex.

Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit C**.

Feasibility

The Court must find that 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 successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

Ability to Initially Fund the Plan

The Debtors believe that they will have either (A) enough cash on hand or (B) sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibits D and D-1**.

Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Debtors must also show that they will have enough cash over the life of the Plan to make the required Plan payments.

The Debtors’ financial projections show that the Debtors will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, as set forth on **Exhibits D and D-1** of the Plan.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

VI. EFFECT OF CONFIRMATION PLAN

Discharge of the Debtors

Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments to general unsecured creditors under the Plan, which is five years or 20 quarterly payments, or as otherwise provided in section 1141(d)(5) of the Bankruptcy Code. The Debtors will not be discharged from any debt excepted from discharge under section 523 of the Bankruptcy Code, except as provided in Bankruptcy Rule 4007(c).

Modification of Plan

The Debtors may modify the Plan at any time before confirmation of the Plan. The Court, however, may require a new disclosure statement and/or re-voting on the Plan.

The Debtors may also seek to modify the Plan at any time after confirmation only if (A) the Plan has not been substantially consummated and (B) the Court authorizes the proposed modifications after notice and a hearing.

Upon request of the Debtors, the Plan may be modified at any time after confirmation of the Plan, but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take on accounting of any payment of a claim made other than under the 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 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; provided, however, that any modification to the Plan shall not affect the rights or treatment of holders of general unsecured claims.

Final Decree

Once the Debtors' estates are fully administered, as provided in Bankruptcy Rule 3022 the Debtors will file a motion with the Court to obtain a final decree to close the Chapter 11 cases. Alternatively, the Court may enter such a final decree on its own motion.

VII. OTHER PLAN PROVISIONS

Vesting of Assets in the Reorganized Debtors and the Holding Company

After confirmation of the Plan, all property of the Debtors shall vest in the reorganized Debtors and the Holding Company, free and clear of all liens, claims, charges or other encumbrances, except the Debtors' lien holders and as otherwise provided in the confirmation order. 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 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 Debtors shall pay the charges that they incur after confirmation for professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of professional fee applications) without application to the Court.

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, upon confirmation, all liens, claims, mortgages, deeds of trust, or other security interests against the property of the Debtors' estate shall be fully released and discharged. The security interests of the Debtors' lien holders, however, shall be unimpaired under the Plan with respect to both the Debtors and the underlying property.

Certificate of Incorporation and Bylaws

The articles of incorporation and by-laws (or other formation documents) of the Holding Company, Go Global and the reorganized 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 Debtors. On or as soon as reasonably practicable after confirmation of the Plan, the reorganized Debtors shall file new articles of incorporation with the Nevada secretary of state, as required by section 1123(a)(6) of the Bankruptcy Code.

Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The Debtors 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.

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan 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.

Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if confirmation 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 Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, the 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.

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.

Retention of Jurisdiction

Notwithstanding the entry of the confirmation order and the occurrence of the effective date, the Court shall, after the effective Date, retain such jurisdiction over these Chapter 11 cases and all entities with respect to all matters related to these Chapter 11 cases, the Debtors and the Plan as legally permissible.

Further Assurances

The Debtors or the reorganized Debtors, as applicable, all holders of claims receiving distributions under the Plan 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.

Severability

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the Court to be invalid, void or unenforceable, the 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 any such alteration or interpretation must be in form and substance reasonably acceptable to the Debtors, and, to the extent such alteration or interpretation affects the rights or treatment of holders of general unsecured claims, such claim holder.

Filing of Additional Documents

On or before the effective date, the Debtors may file with the Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

/s/ Christine H. Huerta

Christine H. Huerta Individually

/s/ Carlos A. Huerta

Carlos A. Huerta as President of Go Global,
Inc. and Individually

/s/Samuel A. Schwartz

Samuel A. Schwartz, Esq.
Attorneys for the Debtors
And Debtors-in-Possession

EXHIBITS

Exhibit A - Copy of Proposed Plan of Reorganization

Exhibit B - List of Properties

Exhibit C – Liquidation Analysis

Exhibit D – Cash Flow Analysis

Exhibit D-1 – Cash Flow Analysis – (assuming Debtors prevail in Mt. Charleston Adversary)

Exhibit E – List of Executory Contracts

EXHIBIT 9

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E-Filed: ~~January 17, 2013~~ March 8, 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 26 5, 2013
Debtors.	)	Hearing time: 10:00 a.m.
)	

**FIRST-SECOND 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>	17
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	19
2. <i>Claims on Account of the Rejection of Executory Contracts or Unexpired Leases</i>	19
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.....	20
1. <i>Distributions for Claims Allowed as of the Effective Date</i>	20
2. <i>Distributions on Account of Claims Allowed After the Effective Date</i>	20
(a) Rejection of Executory Contracts or Unexpired Leases	20
(b) Special Rules for Distributions to Holders of Disputed Claims.....	20
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	23
1.	<i>Resolution of Disputed Claims</i>	23
(a)	Allowance of Claims	23
(b)	Prosecution of Objection to Claims	23
(c)	Claims Estimation	23
(d)	Expungement or Adjustment of Claims	24
(e)	Deadline to File Objections to Claims	24
2.	<i>Disallowance of Claims</i>	24
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>	26
(a)	Maintenance of Causes of Action	26
(b)	Preservation of All Causes of Action Not Expressly Settled or Released	26
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>	27
3.	<i>Filing Objections to the Plan</i>	27
C.	STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN	27
1.	<i>Best Interests of Creditors Test/Liquidation Analysis</i>	28
2.	<i>Feasibility</i>	29
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>	30
6.	<i>Fair and Equitable Test</i>	30
D.	CONSUMMATION OF THE PLAN	31
V.	PLAN-RELATED RISK FACTORS	31
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>	32
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	33
1.	<i>The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed</i>	33
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>	33
D.	DISCLOSURE STATEMENT DISCLAIMERS	34
1.	<i>The Information Contained Herein Is for Soliciting Votes Only</i>	34
2.	<i>This Disclosure Statement Was Not Approved by the Securities and Exchange Commission</i>	34
3.	<i>The Disclosure Statement Contains Forward Looking Statements</i>	34
4.	<i>No Legal or Tax Advice is Provided to You by this Disclosure Statement</i>	34
5.	<i>No Admissions Are Made by this Disclosure Statement</i>	34
6.	<i>No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections</i>	35
7.	<i>Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets</i> 35	
8.	<i>The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors</i>	35
9.	<i>The Potential Exists for Inaccuracies, and the Debtors have no Duty to Update</i>	35
10.	<i>No Representations Made Outside of the Disclosure Statement Are Authorized</i>	35
VI.	ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN	35
A.	LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE	35
B.	FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION	36
VII.	RETENTION OF JURISDICTION	36
VIII.	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	37
A.	CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	37
B.	IN GENERAL	38
C.	U.S. HOLDERS OF CLAIMS	38
D.	NON-U.S. HOLDERS OF CLAIMS	39
E.	IMPORTANCE OF OBTAINING PROFESSIONAL TAX ASSISTANCE	39
IX.	GLOSSARY OF DEFINED TERMS	39
X.	RECOMMENDATION	45

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 HPCCH 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. In fact, the Debtors recently filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. The Debtors also filed an adversary proceeding against Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

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. The Debtors will be participating in a mediation before former Judge Stewart Bell of the Eighth Judicial District Court, Clark County, Nevada, on April 25, 2013 with Nevada State Bank. The Debtors continue to prosecute the State Court Action against Serl Keefer and are currently in the discovery phase. Certain other defendants in the State Court Action have been dismissed without prejudice.

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 (the "**Savino Litigation**"), 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 recently stipulated to are seeking stay 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. On February 27, 2013, the Nevada State Court entered its Findings of Fact, Conclusions of Law and Amended Judgment against Paulson, which denied Paulson's claims against Savino and Datasource and awarded Mark Simons, Esq. attorneys' fees and costs in the amounts of \$39,770 and \$6,355.58, respectively.

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 the amount of <u>\$15,618.92</u> , less any payments received after the Petition Date and applied to the principal balance and 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 the amount of <u>\$619,969.10</u> , less any payments received after the Petition Date and applied to the principal balance, and 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 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 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, or \$651,205.22, payable over 68 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 4.755.0%. Any amounts due and owing after 68 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, or \$137,194.97, 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, or \$673,000.00, amortized at 5.0% over 30 years, 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.
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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.

Moreover, Paulson recently testified at the 341 meeting of creditors in the Paulson Bankruptcy Cases that his SEP-IRA was collapsed in either 2009 or 2010. Paulson further confirmed this testimony at a recent 2004 examination in the Paulson Bankruptcy Cases. Importantly, Paulson sued the Debtors only in his capacity as trustee for the Hugo R. Paulson SEP-IRA in both the Waterstone Adversary and the Savino Litigation. The Debtors are currently analyzing the effect of the collapse of Paulson's SEP-IRA and the impact on Paulson's standing to assert claims against the Debtors on behalf of the SEP-IRA. Accordingly, the Debtors reserve the right to object to all or a portion of the Paulson Group's claims against the Debtors on behalf of the SEP-IRA.

Allowed Unsecured Claims of Nevada State Bank

Class 5 shall include the allowed unsecured claims of Nevada State Bank in the approximate amount of \$653,000.00 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 Debtors estimate that the General Unsecured Claims against the estate total approximately \$455,000.00

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.
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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. As set forth above, the Debtors intend to pay 100% of all allowed unsecured claims, which shall be paid out of the Debtors' recoveries from the 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 proposed disposable income, outside of any recoveries from the Judgment against the Paulson Group, is \$1,000.00 per month, as set forth in the Debtors' cash flow analysis, attached hereto as Exhibit C.

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.

2. Collections on the Judgment Against the Paulson Group

The payment of the unsecured claims of Nevada State Bank and the payment of general unsecured claims under the Debtors' Plan relies on the Debtors' ability to collect on the Judgment against the Paulson Group. As set forth above, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals (the "BAP") and the Paulson Group recently filed their opening brief on March 4, 2013. Although the Debtors believe they will prevail in the appeal, it is possible that the BAP may reverse or reduce the amount of the Judgment. If the BAP reverses or reduces the Judgment and there are insufficient funds to pay allowed general unsecured claims, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of \$1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

The Paulson Group also each filed the Paulson Bankruptcy Cases on November 16, 2012. The Debtors are actively participating in the Paulson Bankruptcy Cases and recently filed an adversary proceeding against the Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

Separately, the Debtors filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. While the Debtors believe they will be successful in their collection efforts against the Paulson Group and are prosecuting their claims in the Paulson Bankruptcy Cases, there is a possibility the Debtors will not be able to collect the entire amount owed to the Debtors from the Judgment. If the Debtors collection efforts against the Paulson Group do not generate sufficient funds to pay allowed unsecured claims in full, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of \$1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

3. Offset of Allowed Paulson Group Claims Against the Debtors

While the Debtors obtained the Judgment against the Paulson Group, the Debtors acknowledge the Paulson Group has asserted claims against the Debtors, some of which may be allowed claims. Specifically, the Paulson Group asserts claims against the Debtors for the Waterstone Adversary, Savino Litigation and debts secured by the real property held by Pecan Street Plaza, LLC, an entity partially owned by the Paulson Group and partially owned by the Debtors. The Debtors believe their Judgment against the Paulson Group greatly exceeds any allowed claims the Paulson Group may have against the Debtors, and any allowed claims of the Paulson Group will be off set against the Judgment. Accordingly, the amount of the Judgment against the Paulson Group may be reduced by the allowed Paulson Group claims. The Debtors, however, believe that the amount of the Judgment, after accounting for any offset for allowed claims of the Paulson Group, will be sufficient to pay allowed unsecured claims in full.

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 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:	<u>\$275,000.00</u>
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:	<u>\$650,000.00</u>
Negative Equity:	(\$182,190.85)
711 Biltmore Way, Unit 302 Coral Gables, Florida 33134	
First Mortgage:	\$367,000.00
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$17,000.00)
Cabin 11 at Mt. Charleston Cabins APN 129-36-101-009	
First Mortgage:	\$137,194.97
Current Approximate Value:	<u>\$100,000.00</u>
Negative Equity:	(\$37,194.97)
1370 Highway #20 Ashton, Idaho 83420	
First Mortgage:	\$616,072.50
Current Approximate Value:	<u>\$620,000.00</u>
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)
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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

EXHIBIT 10

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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: 6/19/2013 & 6/20/2013
Debtors.	)	Confirmation Hearing Time: 9:30 a.m.
)	

**THIRD 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 MAY 13, 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.....	12
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
<i>Administrative Claims</i>	12
Priority Tax Claims	13
Priority Non-Tax Claims	15
General Unsecured Claims	16
Equity Interests of the Debtors	16
A. MEANS FOR IMPLEMENTATION OF THE PLAN.....	17
1. <i>General Settlement of Claims</i>	17
2. <i>Restructuring Transactions</i>	17
3. <i>Vesting of Assets in the Reorganized Debtors</i>	17
4. <i>New Equity Interests</i>	17
B. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	18
1. <i>Assumption and Rejection of Executory Contracts and Unexpired Leases</i>	18
(a) Assumption of Executory Contracts and Unexpired Leases.....	18
(b) Approval of Assumptions.....	18
(c) Assignment of Executory Contracts or Unexpired Leases	19
(d) Rejection of Executory Contracts or Unexpired Leases	19
2. <i>Claims on Account of the Rejection of Executory Contracts or Unexpired Leases</i>	19
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>	20
C. PROVISIONS GOVERNING DISTRIBUTIONS.....	20
1. <i>Distributions for Claims Allowed as of the Effective Date</i>	20
2. <i>Distributions on Account of Claims Allowed After the Effective Date</i>	20
(a) Rejection of Executory Contracts or Unexpired Leases	20
(b) Special Rules for Distributions to Holders of Disputed Claims.....	20
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.....	21
(c) Distributions by Distribution Agent	21
(d) Minimum Distributions.....	21
(e) Undeliverable Distributions	22
4. <i>Compliance with Tax Requirements/Allocations</i>	22

5.	<i>Timing and Calculation of Amounts to be Distributed</i>	23
6.	<i>Setoffs</i>	23
D.	PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS	23
1.	<i>Resolution of Disputed Claims</i>	23
(a)	Allowance of Claims.....	23
(b)	Prosecution of Objection to Claims	24
(c)	Claims Estimation	24
(d)	Expungement or Adjustment of Claims	24
(e)	Deadline to File Objections to Claims.....	24
2.	<i>Disallowance of Claims</i>	24
3.	<i>Amendment to Claims</i>	25
E.	CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN	25
1.	<i>Conditions Precedent to Confirmation</i>	25
2.	<i>Conditions Precedent to Consummation</i>	25
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	26
1.	<i>Compromise and Settlement</i>	26
2.	<i>Preservation of Rights of Action</i>	26
(a)	Maintenance of Causes of Action	26
(b)	Preservation of All Causes of Action Not Expressly Settled or Released	26
G.	BINDING NATURE OF THE PLAN	26
IV.	CONFIRMATION AND CONSUMMATION PROCEDURES	27
A.	SOLICITATION OF VOTES	27
B.	CONFIRMATION PROCEDURES	27
1.	<i>Confirmation Hearing</i>	27
2.	<i>Confirmation Hearing Notice</i>	27
3.	<i>Filing Objections to the Plan</i>	27
C.	STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN	28
1.	<i>Best Interests of Creditors Test/Liquidation Analysis</i>	28
2.	<i>Feasibility</i>	29
3.	<i>Acceptance by Impaired Classes</i>	29
4.	<i>Confirmation Without Acceptance by All Impaired Classes</i>	30
5.	<i>No Unfair Discrimination</i>	30
6.	<i>Fair and Equitable Test</i>	30
D.	CONSUMMATION OF THE PLAN	31
V.	PLAN-RELATED RISK FACTORS	31
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>	32
3.	<i>The Debtors May Not Be Able to Secure Confirmation of the Plan</i>	32
4.	<i>Nonconsensual Confirmation of the Plan May be Necessary</i>	32
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>	33
7.	<i>Contingencies Will Not Affect Votes of Impaired Classes to Accept or Reject the Plan</i>	33

B.	RISK FACTORS THAT MAY AFFECT RECOVERIES UNDER THE PLAN	33
1.	<i>The Debtors' Members Will Control the Reorganized Debtors</i>	33
C.	RISKS ASSOCIATED WITH FORWARD LOOKING STATEMENTS	34
1.	<i>The Financial Information Contained Herein is Based on the Debtors' Books and Records and, Unless Otherwise Stated, No Audit Was Performed</i>	34
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>	34
D.	DISCLOSURE STATEMENT DISCLAIMERS.....	34
1.	<i>The Information Contained Herein Is for Soliciting Votes Only</i>	34
2.	<i>This Disclosure Statement Was Not Approved by the Securities and Exchange Commission</i>	34
3.	<i>The Disclosure Statement Contains Forward Looking Statements</i>	35
4.	<i>No Legal or Tax Advice is Provided to You by this Disclosure Statement</i>	35
5.	<i>No Admissions Are Made by this Disclosure Statement</i>	35
6.	<i>No Reliance Should be Placed on any Failure to Identify Litigation Claims or Projected Objections</i>	35
7.	<i>Nothing Herein Constitutes a Waiver of any Rights to Object to Claims or Recover Transfers and Assets</i> 35	
8.	<i>The Information Used Herein Was Provided to the Debtors and Was Relied Upon by the Debtors' Advisors</i>	35
9.	<i>The Potential Exists for Inaccuracies, and the Debtors have no Duty to Update</i>	36
10.	<i>No Representations Made Outside of the Disclosure Statement Are Authorized</i>	36
VI.	ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN.....	36
A.	LIQUIDATION UNDER CHAPTER 7 OF THE BANKRUPTCY CODE	36
B.	FILING OF AN ALTERNATIVE PLAN OF REORGANIZATION.....	36
VII.	RETENTION OF JURISDICTION	37
VIII.	CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	38
A.	CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN	38
B.	IN GENERAL	38
C.	U.S. HOLDERS OF CLAIMS	39
D.	NON-U.S. HOLDERS OF CLAIMS	39
E.	IMPORTANCE OF OBTAINING PROFESSIONAL TAX ASSISTANCE	39
IX.	GLOSSARY OF DEFINED TERMS.....	40
X.	RECOMMENDATION	46

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 HPCH 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. In fact, the Debtors recently filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. The Debtors also filed an adversary proceeding against Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment.

On March 22, 2013, the United States Bankruptcy Court for the District of Arizona held hearings on the Debtors' motions to appoint a trustee and transfer venue in the Paulson Bankruptcy Cases. The court denied the Debtors' motion to transfer venue, without prejudice, and continued the motion to appoint a trustee to April 22, 2013, where the court will schedule an evidentiary hearing regarding the appointment of a trustee in the Paulson Bankruptcy 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 on November 15, 2012. The Paulson Appeal is currently pending and the Debtors will be defending the Paulson Appeal. All briefing for the Paulson Appeal will be completed on or before April 8, 2013.

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. The Debtors will be participating in a mediation before former Judge Stewart Bell of the Eighth Judicial District Court, Clark County, Nevada, on April 25, 2013 with Nevada State Bank. The Debtors continue to prosecute the State Court Action against Serl Keefer and are currently in the discovery phase. Certain other defendants in the State Court Action have been dismissed without prejudice.

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 (the “**Savino Litigation**”), for the collection of \$926,642.09 under a note executed by Savino and Datasource, and guaranteed by Carlos Huerta. Paulson, as trustee of the Hugo R. Paulson SEP IRA, also filed Proofs of Claim on August 4, 2010 in the Huerta and Go Global Bankruptcy Cases, Claim Nos. 19-1 and 7-1, respectively, in the amounts of \$1,008,055.63 and \$1,009,660.77, respectively, as guarantor claims against those two Debtors. These Proofs of Claim are not opposed, but the Debtors reserve the right to review, object and/or offset the two claims against any amount owing on the Judgment after the Paulson Appeal is resolved and as will be determined at the confirmation hearing.

The Savino Litigation 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. The Debtors recently stipulated to stay 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. On February 27, 2013, the Nevada State Court entered its Findings of Fact, Conclusions of Law and Amended Judgment against Paulson, which denied Paulson’s claims against Savino and Datasource and awarded Mark Simons, Esq. attorneys’ fees and costs in the amounts of \$39,770 and \$6,355.58, respectively,

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.

<u>Class #</u>	<u>Description</u>	<u>Impairment</u>	<u>Treatment</u>
Class 1(a)	Secured Claim of BMW Financial Services, LLC	Unimpaired	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 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 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 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 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 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, or \$651,205.22, payable over 6 years from the Effective Date of the Plan, based on a 300-month amortization at an interest rate of 5.0%. Any amounts due and owing after 6 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, or \$137,194.97, 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, or \$673,000.00, amortized at 5.0% over 30 years, 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.

With respect to the Class 2(d) secured claim of the Lionel Foundation against Cabin 11 at Mt. Charleston, Paulson and the Paulson entities contest the Debtors' claim to ownership of Cabin 11 at Mt. Charleston Lodge or any other claims of cabin ownership at the Mt. Charleston Lodge by the Debtors.

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.

Moreover, Paulson recently testified at the 341 meeting of creditors in the Paulson Bankruptcy Cases that his SEP-IRA was collapsed in either 2009 or 2010. Paulson further confirmed this testimony at a recent 2004 examination in the Paulson Bankruptcy Cases. Importantly, Paulson sued the Debtors only in his capacity as trustee for the Hugo R. Paulson SEP-IRA in both the Waterstone Adversary and the Savino Litigation. The Debtors are currently analyzing the effect of the collapse of Paulson's SEP-IRA and the impact on Paulson's standing to assert claims against the Debtors on behalf of the SEP-IRA. Accordingly, the Debtors reserve the right to object to all or a portion of the Paulson Group's claims against the Debtors on behalf of the SEP-IRA. The legal effect of disbursing

all funds out of the SEP IRA on the pending and unpaid notes payable to the SEP IRA and on any other assets of the SEP IRA remains a legal issue to be further briefed and argued by Paulson at the confirmation hearing.

Allowed Unsecured Claims of Nevada State Bank

Class 5 shall include the allowed unsecured claims of Nevada State Bank in the approximate amount of \$653,000.00 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 Debtors estimate that the General Unsecured Claims against the estate total approximately \$455,000.00

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. As set forth above, the Debtors intend to pay 100% of all allowed unsecured claims, which shall be paid out of the Debtors' recoveries from the 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 proposed disposable income, outside of any recoveries from the Judgment against the Paulson Group, is \$1,000.00 per month, as set forth in the Debtors' cash flow analysis, attached hereto as **Exhibit C**.

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 9:30 a.m. prevailing Pacific Time on June 19, 2013. It is anticipated that the Confirmation Hearing will continue to June 20, 2013, beginning at 9:30 a.m. prevailing Pacific Time.

The Plan Objection Deadline is 5:00 p.m., prevailing Pacific Time on May 13, 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.
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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.

2. Collections on the Judgment Against the Paulson Group

The payment of the unsecured claims of Nevada State Bank and the payment of general unsecured claims under the Debtors' Plan relies on the Debtors' ability to collect on the Judgment against the Paulson Group. As set forth above, the Paulson Group appealed the Decision and Judgment to the Bankruptcy Appellate Panel for the Ninth Circuit Court of Appeals (the "BAP") on November 15, 2012, and the Paulson Group recently filed their opening brief on March 4, 2013. All briefing for the Paulson Appeal will be completed on or before April 8, 2013. Although the Debtors believe they will prevail in the appeal, it is possible that the BAP may reverse or reduce the amount of the Judgment. If the BAP reverses or reduces the Judgment and there are insufficient funds to pay allowed general unsecured claims, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of \$1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

The Paulson Group also each filed the Paulson Bankruptcy Cases on November 16, 2012. The Debtors are actively participating in the Paulson Bankruptcy Cases and recently filed an adversary proceeding against the Hugo Paulson, and his alter egos, objecting to the discharge of any debt owed to the Debtors arising from the Judgment. Separately, the Debtors filed motions to appoint a Chapter 11 Trustee and to transfer the venue of the Paulson Bankruptcy Cases to the United States Bankruptcy Court for the District of Nevada. On March 22, 2013, the United States Bankruptcy Court for the District of Arizona held hearings on the Debtors' motions to appoint a trustee and transfer venue in the Paulson Bankruptcy Cases. The court denied the Debtors' motion to transfer venue, without prejudice, and continued the motion to appoint a trustee to April 22, 2013, where the court will schedule an evidentiary hearing to consider appointing a trustee in the Paulson Bankruptcy Cases.

While the Debtors believe they will be successful in their collection efforts against the Paulson Group and are prosecuting their claims in the Paulson Bankruptcy Cases, there is a possibility the Debtors will not be able to collect the entire amount owed to the Debtors from the Judgment. If the Debtors collection efforts against the Paulson Group do not generate sufficient funds to pay allowed unsecured claims in full, the Debtors will pay allowed general unsecured claims the greater of: (i) recoveries from the Judgment; or (ii) the Debtors' projected disposable income of \$1,000.00 per month during the 5 year period beginning after confirmation of the Plan.

3. Offset of Allowed Paulson Group Claims Against the Debtors

While the Debtors obtained the Judgment against the Paulson Group, the Debtors acknowledge the Paulson Group has asserted claims against the Debtors, some of which may be allowed claims. Specifically, the Paulson

Group asserts claims against the Debtors for the Waterstone Adversary, Savino Litigation and debts secured by the real property held by Pecan Street Plaza, LLC, an entity partially owned by the Paulson Group and partially owned by the Debtors. The Debtors believe their Judgment against the Paulson Group greatly exceeds any allowed claims the Paulson Group may have against the Debtors, and any allowed claims of the Paulson Group will be off set against the Judgment. Accordingly, the amount of the Judgment against the Paulson Group may be reduced by the allowed Paulson Group claims. The Debtors, however, believe that the amount of the Judgment, after accounting for any offset for allowed claims of the Paulson Group, will be sufficient to pay allowed unsecured claims in full.

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 January 22, 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 March 26, 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 fifteen (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 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, HPCCH, 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 April 8, 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 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 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 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:	<u>\$275,000.00</u>
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:	<u>\$650,000.00</u>
Negative Equity:	(\$182,190.85)

711 Biltmore Way, Unit 302
Coral Gables, Florida 33134

First Mortgage:	\$367,000.00
Current Approximate Value:	<u>\$350,000.00</u>
Negative Equity:	(\$17,000.00)

Cabin 11 at Mt. Charleston Cabins
APN 129-36-101-009

First Mortgage:	\$137,194.97
Current Approximate Value:	<u>\$100,000.00</u>
Negative Equity:	(\$37,194.97)

1370 Highway #20
Ashton, Idaho 83420

First Mortgage:	\$616,072.50
Current Approximate Value:	<u>\$620,000.00</u>
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:	\$10,000.00
Total Assets:	\$230,000.00

Total Secured Liabilities:	\$0.00
Total Unsecured Liabilities:	\$58,000.00
Total Liabilities:	\$58,000.00

Total Equity:	\$172,000.00
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Charleston Falls, LLC

Cash on Hand:	\$5,000.00
Total Assets:	\$5,000.00

Total Secured Liabilities:	\$0.00
Total Unsecured Liabilities:	\$8,888.89
Total Liabilities:	\$8,888.89

Total Equity:	(\$3,888.89)
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HPCH, LLC

Cash on Hand:	\$9,000.00
Real Property:	\$395,000.00
Total Assets:	\$404,000.00

Total Secured Liabilities:	\$654,000.00
Total Unsecured Liabilities:	\$3,279.00
Total Liabilities:	\$657,279.00

Total Equity:	(\$253,279.00)
----------------------	-----------------------

Total:	
Total Assets:	\$2,634,000.00
Total Liabilities:	\$3,027,298.00
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
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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
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EXHIBIT 11

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 2012, by and among Sigmund Rogich, as Trustee of The Rogich 2004 Family Irrevocable Trust, ("Rogich" or "Assignor") and ("The Eliades Survivor Trust of 10/30/08" or "Eliades" or "Assignee") (each a "Party" and collectively the "Parties") with respect to the following facts and circumstances:

RECITALS:

A. Rogich has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") (Within the Rogich 40% is a potential 1.12% interest of other holders not of formal record with Eldorado).

B. Eldorado's debts and expenditures far exceed the value of its assets.

C. Eldorado is in need of cash contributions and/or loans to continue its business.

D. Teld and Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.

E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.

F. Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without further equity position in Eldorado.

G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado in exchange for the Consideration set forth below.

H. Eliades is willing to accept the Rogich Membership Interest in Eldorado in exchange for the Consideration set forth below.

I. The Parties, as well as the members of Eldorado (Rogich and Teld, LLC), in all of their respective positions and offices each approve of the transfer of the Membership Interest from Rogich to Eliades.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter contained, and subject to the conditions herein set forth, it is agreed as follows:

1. Assignment of Interest. Subject to the terms and conditions set forth in this Agreement, Rogich hereby transfers and conveys the Membership Interest including all of his rights, title and interest of whatever kind or nature in the Membership Interest to Eliades, and Eliades hereby acquires the Membership Interest from Rogich, upon receipt of the Consideration (as defined herein below) at closing.

2. Consideration. Consideration to be tendered by Eliades to Rogich for the Membership Interest shall be the sum of \$682,080.00.

3. Representations of Rogich. Rogich represents and warrants to Eliades as follows:

a. Rogich is the owner, beneficially and of record, of the Membership Interest, subject to a promissory note and security agreement in favor of Teld, LLC, a Nevada Limited Liability Company (Teld) a current member of Eldorado. Rogich will cause the satisfaction of the Teld note at Closing and Eliades will receive at Closing good and absolute title thereto free of any liens, charges or encumbrances thereon.

b. Rogich has full power to transfer the Membership Interest to Eliades without obtaining the consent or approval of any other person or governmental authority and there is no existing impediment to the sale and transfer of such Membership from Rogich to Eliades, other than the consent of Teld, LLC.

c. Rogich has not, other than as previously stated, transferred, sold, conveyed or encumbered any of his Forty Percent (40%) to any other person or entity prior to this Agreement, except for the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.

4. Closing. The Closing of the transactions hereunder (the "Closing") shall be consummated upon the execution of this Agreement, the payment of consideration as herein stated and the delivery of Satisfaction of Promissory Note and Release of Security to Teld.

5. Consents to Transfer. By their signatures, set forth following the signature page to this Agreement, Teld, Eldorado, The Rogich 2004 Family Irrevocable Trust, Sigmund Rogich and Peter Eliades hereby approve of the transactions contemplated herein in all of the respective capacities including by not limited to capacities as guarantors, managers and/or members of Eldorado or Teld, as applicable, and further release Rogich from any and all future obligations under both the Promissory Note in Favor of Teld and the Eldorado operational documentation and related agreements.

6. Miscellaneous.

a. Notices. Any and all notices or demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made if served personally, delivered by a nationally recognized overnight courier service or if deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

If to Teld: Teld, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to Rogich: Sig Rogich
3883 Howard Hughes Parkway, Suite 590
Las Vegas, Nevada 89169

If to Eldorado: Eldorado, LLC
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

If to The Eliades Survivor Trust of 10/30/08:

The Eliades Survivor Trust of 10/30/08
1531 Las Vegas Boulevard South
Las Vegas, Nevada 89104

Any party hereto may change its address for the purpose of receiving notices or demands and hereinabove provided by a written notice given in the manner aforesaid to the other

party(ies). All notices shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

b. Governing Law. The laws of the State of Nevada applicable to contracts made in that state, without giving effect to its conflict of law rules, shall govern the validity, construction, performance and effect of this Agreement.

c. Consent to Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Nevada in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement.

d. Attorneys' Fees. In the event that any action or proceeding is instituted to interpret or enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees, in addition to any other relief it may obtain or be entitled to.

e. Interpretation. In the interpretation of this Agreement, the singular may be read as the plural, and vice versa, the neuter gender as the masculine or feminine, and vice versa, and the future tense as the past or present, and vice versa, all interchangeably as the context may require in order to fully effectuate the intent of the parties and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof. Paragraph headings are for convenience of reference only and shall not be used in the interpretation of the Agreement. Unless the context specifically states to the contrary, all examples itemized or listed herein are for illustrative purposes only, and the doctrine of inclusio unius exclusio alterius shall not be applied in interpreting this Agreement.

f. Entire Agreement, Execution of Additional Documents. This Agreement, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous such agreements, negotiations, memorandum, and understandings, whether written or oral. Notwithstanding the above-provision, the

Parties thereby agree to execute such other documents and instruments necessary or useful to complete the transactions contemplated herein and to comply with any applicable required approvals, laws, rules, or regulations.

g. Modifications. This Agreement shall not be modified, amended or changed in any manner unless in writing executed by the parties hereto.

h. Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

i. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, that provision shall be deemed severable and all provisions, covenants, and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

j. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement in person.

l. Negotiate Agreement. This is a negotiated Agreement. All parties have participated in its preparation. In the event of any dispute regarding its interpretation, it

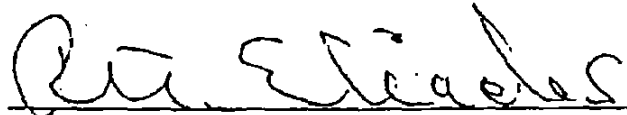
shall not be construed for or against any party based upon the grounds that the Agreement was prepared by any one of the parties.

m. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the State of Nevada in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof pursuant to the provisions of Chapter 38 of Nevada Revised Statutes.

n. Time of Essence: Time is of the essence of this Agreement and all of its provisions.

IN WITNESS WHEREOF, the parties have executed this Membership Interest Purchase Agreement effected the day and year above-written.

"TELD"



By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"


By: Sigmund Rogich, its Trustee

"THE ELLADES SURVIVOR TRUST of 10/30/08"



By: Peter Eliades, its Trustee

UNANIMOUS WRITTEN CONSENT OF THE
MANAGERS
OF
ELDORADO HILLS, LLC

The undersigned, being all of the managers of ELDORADO HILLS, LLC, a Nevada limited-liability company (the "Company"), pursuant to Nevada Revised Statutes Section 78.315(2), do hereby consent and subscribe to the following recitals and resolutions:

RECITALS:

- A. The Rogich 2004 Family Irrevocable Trust (Rogich) has acquired a forty percent (40%) interest in Eldorado Hills, LLC, a Nevada limited-liability company ("Eldorado") as of the date hereof (the "Membership Interest") subject to a potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C..
- B. Eldorado's debts and expenditures far exceed the value of its assets.
- C. Eldorado is in need of cash contributions and/or loans to continue its business.
- D. Teld and Pete Eliades have made significant financial contributions to Eldorado and Rogich is unable to pay its pro rata share pursuant to section 3.1 of the Eldorado Hills, LLC operating agreement.
- E. Teld is unwilling to make any further contributions to Eldorado Hills without a pro rata share being contributed by Rogich.
- F. Pete Eliades has made significant loans and contributions to Eldorado, but is unwilling to make further loans and contributions without a further equity position in Eldorado.
- G. Rogich desires to transfer its forty (40%) ownership interest in Eldorado (including the potential claims of .95% held by The Robert Ray Family Trust and .17% held by Eddyline Investments, L.L.C.) to The Eliades Survivor Trust of 10/30/08 in exchange for \$682,080.00
- H. Rogich executed a promissory note dated 10/30/08 secured by Rogich's membership in Eldorado.

I. That neither Teld or Eldorado desire to purchase the Rogich interest, but as a condition for the transfer of the Rogich interest, Teld demands payment of its 10/30/08 note in full.

RESOLVED, That Rogich may sell and transfer its membership interest. However, the purchase agreement must provide that Teld be paid on the promissory note of 10/30/08. Payment of the note may occur at the time of closing the membership interest transfer from Rogich to The Eliades Survivor Trust of 10/30/08.

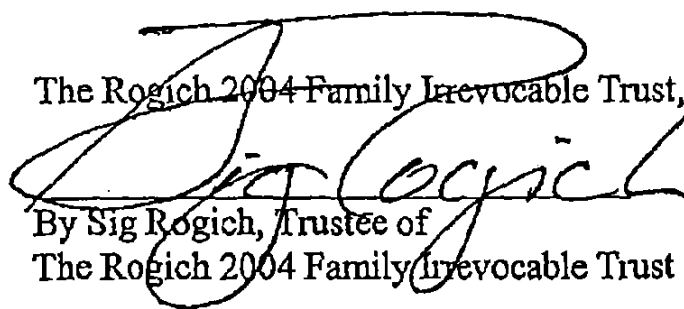
DATED effective the 1st day of January, 2012.

Teld LLC, Manager



By: Pete Eliades, Managing Member

The Rogich 2004 Family Irrevocable Trust, Manager



By Sig Rogich, Trustee of
The Rogich 2004 Family Irrevocable Trust

**SATISFACTION OF PROMISSORY NOTE AND RELEASE OF
SECURITY**

WHEREAS, The Rogich 2004 Family Irrevocable Trust, (Rogich) on 10/30/08, delivered to Teld, LLC, a Nevada Limited Liability Company, (Teld), for valuable consideration, its promissory note (the Note) in the amount of \$600,000.00 bearing interest at 4.32% per annum; and

WHEREAS, The Note was secured by a pledge of Rogich's Membership interest in Eldorado Hills, LLC, a Nevada Limited Liability Company and ;

WHEREAS, Rogich, of even date herewith, has caused the Note to be paid in full;

NOW, THEREFORE, in consideration of the repayment of the indebtedness evidenced by the Note, Teld does hereby release, relinquish and terminate all of its rights, interests and remedies in respect to the Note and security agreement and hereby returns to Rogich the original Note.

IN CONSIDERATION of the foregoing, the parties hereto hereby release each other from any further obligations under the above-referenced documents.

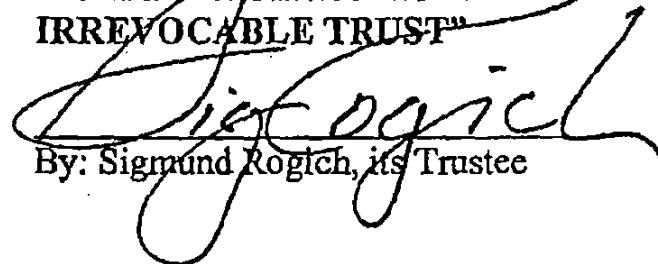
IN WITNESS WHEREOF, the parties have entered into this Satisfaction Agreement dated this 1st day of January, 2012

"TELD"



By: Peter Eliades, Managing Member

"THE ROGICH 2004 FAMILY
IRREVOCABLE TRUST"



By: Sigmund Rogich, its Trustee

EXHIBIT 12

BRANDON B. McDONALD, ESQ.

November 7, 2012

Via Regular U.S. Mail and Certified Mail

Return Receipt Requested 7011 3500 0002 0859 2766

Sig Rogich

THE ROGICH FAMILY IRREVOCABLE TRUST

3883 Howard Hughes Pkwy., #590

Las Vegas, NV 89169

Re: Purchase Agreement dated October 30, 2008
Request to Attend Mediation

Dear Mr. Rogich:

Please be advised that I have been retained to represent Carlos Huerta and Go Global, Inc. in regards to the Purchase Agreement dated October 30, 2008 (the "agreement") for the purchase of Go Gobal's and Carlos Huerta's membership interest in Eldorado Hills, LLC.

Briefly, pursuant to the agreement The Rogich Family Irrevocable Trust (or the "Buyer") would obtain Go Gobal's and Carlos Huerta's (collectively the "Seller") membership interest in Eldorado Hills, LLC along with the associated capital account. Further, in accordance with the agreement, "Buyer shall owe Seller the sum of \$2,747,729.50 as non-interest bearing debt with therefore, no capital calls for monthly payments." (Agreement, ¶2(a)) Rather than distribute profits or otherwise repay the Seller, we have reason to believe that your interests have been inappropriately transferred. This effectively negated any possible recovery of the monies provided by the Seller through profits or sale of the business/real property owned by Eldorado Hills, LLC.

Pursuant to paragraph 7(m)(1) of the agreement it is hereby offered that the parties attend mediation. If the offer is not accepted within 10 business days, no response is provided or meaningful resolution is not pursued; such offer shall denote the good faith efforts of my clients to resolve this matter. Please advise at your earliest convenience whether you will agree to attend mediation in accordance with the agreement.

In a related matter I have also been retained by the Ray Family Trust and Nanyah Vegas, LLC in regards to their interest in Eldorado Hills, LLC. These investors/members are unsure what the current state of their capital accounts is at this time or whether there interest in the company is still intact. Will you also please advise as to the status of their membership interest.

2505 Anthem Village Drive, Suite E-474

Henderson, NV 89052

Tel: (702) 385-7411

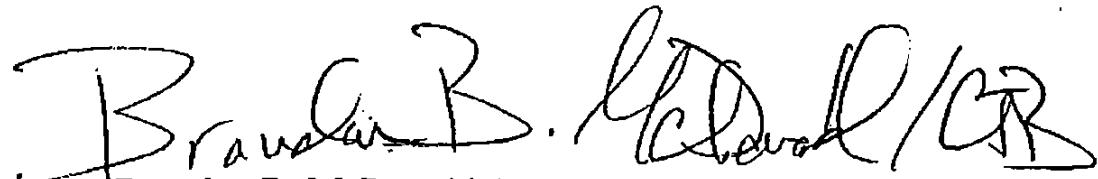
Fax: (702) 664-0448

Page 1

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Thank you for your attention to this matter.

Sincerely,


Brandon B. McDonald, Esq.

BBM/cjb

2505 Anthem Village Drive, Suite E-474
Henderson, NV 89052
Tel: (702) 385-7411
Fax: (702) 664-0448

Page 2

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EXHIBIT 13



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’
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32 ¹ All capitalized terms used but not defined herein shall have the respective meanings ascribed to
33 such terms in the Plan.
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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
12 **IT IS HEREBY FOUND AND CONCLUDED,**² that

13
14 **JURISDICTION AND VENUE**

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

26 **JUDICIAL NOTICE**

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.

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

3
4 **STANDARDS FOR CONFIRMATION UNDER**
5 **SECTION 1129 OF THE BANKRUPTCY CODE**

6 F. Section 1129(a)(1). The Plan complies with each applicable provision of the
7 Bankruptcy Code. In particular, the Plan complies with the requirements of sections 1122, 1123,
8 1125, and 1126 of the Bankruptcy code.

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

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

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

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

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

30 L. Section 1129(a)(11). Confirmation of the Plan is not likely to be followed by
31 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

14 **A. General**

15 1. The Plan, attached hereto as **Exhibit A**, is hereby confirmed and the record of the
16 Hearing is hereby closed.
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
24 a. First Lien – Wells Fargo Bank, N.A. - Loan Number – ****7390

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

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

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

11. The secured claim of claim of Nevada State Bank in Class 2(a) against the Debtors' entity located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada shall be paid as agreed upon by parties pursuant to that certain Term Sheet dated June 4, 2013 and that certain stipulation between 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. 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 the Debtors' entity located at 3060 E. Post Road, Suite 110, Las Vegas, Nevada are:

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

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 stipulation between the parties (Docket No. 423), with a principal amount of \$350,671.80, less 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

29 i. Secured Claim - \$137,194.97

30 ii. Unsecured Claim - \$0.00
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

1 89120 shall be treated as follows: (i) the secured claim of Aurora Loan Servicing, LLC shall be treated
2 as set forth in that certain stipulation by the parties (Docket No. 129) (Case No. 10-14456-BAM), with
3 a principal balance of \$673,000.00, less any payments made after the Petition Date and applied to the
4 principal balance, amortized at 5.0% interest over 30 years; and (ii) the secured claim of Wells Fargo
5 Bank shall be paid an amount equal to \$15,000.00, amortized at 3.0% over 20 years, with a 1-year
6 maturity (balloon payment at the 12th monthly payment) and in accordance with all other terms of the
7 related note and mortgage. The total amounts of the claims against 7229 Mira Vista Street, Las Vegas,
8 Nevada 89120 are:
9

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

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

15 ii. Unsecured Claim - \$0.00

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

17 i. Secured Claim - \$15,000.00

18 ii. Unsecured Claim - \$0.00

19
20
21 16. The secured claim of Hugo R. Paulson and the Paulson Entities in Class 2(g) against
22 the Debtors' 15.87% membership interest in the 38.465-acre property located near Pflugerville, Texas,
23 owned by Pecan Street Plaza, LLC ("PSP"), whose membership interests are jointly owned by the
24 Debtors (15.87%) and Hugo R. Paulson and the Paulson Entities (84.13%) shall be paid the full
25 amount of their claim upon the sale of the PSP property and as set forth in that certain stipulation
26 between the parties (Docket No. 500).
27

28
29 17. The Lenders' secured rights and/or lien-holder rights in the Properties are hereby
30 modified as set forth above, however, all remaining terms of the mortgage and note, except as
31 expressly modified herein, shall remain the same.
32
33
34

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

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

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.

☒ 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.
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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

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
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 xxx7390 (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:* 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%
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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.