

1 Leonard M. Shulman (State Bar No. 126349)
2 Melissa Davis (State Bar No. 245521)
3 SHULMAN, HODGES & BASTIAN, LLP
4 8105 Irvine Center Drive, Suite 600
5 Irvine, CA 92618
6 Telephone: (949) 340-3400
7 Facsimile: (949) 340-3000
8 Attorneys for Official Committee
9 of Unsecured Creditors for EZRI NAMVAR

7 William N. Lobel (State Bar No. 093202)
8 Mike D. Neue (State Bar No. 179303)
9 THE LOBEL FIRM, LLP
10 840 Newport Center Drive, Suite 750
11 Newport Beach, California 92660
12 Telephone: (949) 999-2860
13 Facsimile: (949) 999-2870

11 Stuart I. Koenig (State Bar No. 102764)
12 CREIM, MACIAS, KOENIG & FREY, LLP
13 633 West Fifth Street, 51st Floor
14 Los Angeles, CA 90071
15 Telephone: (213) 614-1944
16 Facsimile: (213) 614-1961
17 Attorneys for the Official Committee
18 of Unsecured Creditors for NAMCO CAPITAL GROUP, INC.

17 **UNITED STATES BANKRUPTCY COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**
19 **LOS ANGELES DIVISION**

19 **In re**
20
21 **EZRI NAMVAR, an individual,**
22 **Debtor**

CASE NO.: 2:08-bk-34349-BR

Chapter 11

**PLAN OF REORGANIZATION FILED
BY THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR
EZRI NAMVAR AND THE OFFICIAL
COMMITTEE OF UNSECURED
CREDITORS FOR NAMCO CAPITAL
GROUP, INC.**

DATE:
TIME: [TO BE SET]
PLACE:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COMMITTEES' PLAN OF REORGANIZATION

The Official Committee of Unsecured Creditors ("Namvar Committee") for the bankruptcy estate of Ezri Namvar ("Namvar") and the Official Committee of Unsecured Creditors ("Namco Committee") for the bankruptcy estate of Namco Capital Group, Inc. ("Namco") (the Namvar Committee and the Namco Committee are referred to herein as the "Committees" or "Plan Proponents"), hereby propose the within Plan of Reorganization pursuant to section 1121(a) of the Bankruptcy Code.

ARTICLE I
INTRODUCTION

On January 29, 2009, the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") entered an order granting an involuntary Chapter 11 petition filed against Namvar on December 22, 2008. This order placed Namvar in a Chapter 11 proceeding. R. Todd Nielson was appointed as the chapter 11 trustee in the Namvar Bankruptcy case pursuant to an order entered on March 9, 2009. The Office of the U.S. Trustee has appointed the Namvar Committee to represent the interests of the holders of unsecured claims in the Namvar Case, pursuant to 11 U.S.C. § 1102(a)(1) of the Bankruptcy Code.

On January 29, 2009 the United States Bankruptcy Court for the Central District of California (the "Court") entered an order granting an involuntary Chapter 11 petition filed against Namco on December 22, 2008. Namco is wholly owned by Namvar. On May 8, 2009, the Court entered an order approving the appointment of Bradley D. Sharp as the Chapter 11 trustee in the Namco's case and on February 13, 2009, the Office of the U.S. Trustee appointed the Namco Committee to represent the interests of the holders of unsecured claims in Namco Case, pursuant to 11 U.S.C. § 1102(a)(1).

The purpose of this document is to set forth the Committees' proposed reorganization plan. This document and the accompanying disclosure statement are intended to explain to creditors and interest holders how their claims and interests will be treated under the Plan, and to detail what distributions of money or property will be made to creditors and interest holders hereunder. After the Plan has been confirmed, the Bankruptcy Court will retain jurisdiction to determine the

1 allowance of all Claims and to effectuate and enforce the terms of this Plan. This overview is only
2 a summary. Please read the complete text of the Plan set forth below.

3 **ARTICLE II**

4 **DEFINITIONS AND RULES OF CONSTRUCTION**

5 2.1 **Specific Definitions.** The definitions provided in this Section shall apply to both
6 the Plan and this Disclosure Statement:

7 2.1.1 **“Accounts Receivable”** means Recovery Rights based upon loans made by
8 Namco to third parties prior to the Petition Date.

9 2.1.2 **“Administrative Claim”** means any right to payment constituting a cost or
10 expense of administration of the Case of a kind specified under section 503(b) of the Bankruptcy
11 Code and entitled to priority under section 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy
12 Code, including, without limitation, any actual and necessary costs and expenses of preserving the
13 Debtor’s estate, any actual and necessary costs and expenses of operating the Debtor’s business,
14 any indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct
15 of their business, including, without limitation, for the acquisition or lease of property or an
16 interest in property or the rendition of services, all compensation and reimbursement of expenses
17 to the extent awarded by the Bankruptcy Court under sections 330, 331 or 503 of the Bankruptcy
18 Code, any fees or charges assessed against the Debtor’ estate under section 1930 of chapter 123 of
19 title 28 of the United States Code and any Claim for goods delivered to the Debtor’ within twenty
20 (20) days of the Petition Date and entitled to administrative priority pursuant to section 503(b)(9)
21 of the Bankruptcy Code.

22 2.1.3 **“Allowed Administrative Claim”** means all or that portion of an
23 Administrative Claim which is an Allowed Claim.

24 2.1.4 **“Allowed Priority Claim”** means all or that portion of a Priority Claim
25 which is an Allowed Claim.

26 2.1.5 **“Allowed Priority Tax Claim”** means all or that portion of a Priority Tax
27 Claim which is an Allowed Claim.

28

1 2.1.6 “**Allowed Secured Claim**” means all or that portion of a Secured Claim
2 which is an Allowed Claim.

3 2.1.7 “**Allowed Unsecured Claim**” means all or that portion of an Unsecured
4 Claim which is an Allowed Claim.

5 2.1.8 “**Allowed**” means, with reference to any Claim, (a) any Claim against the
6 Debtor that has been listed by the Debtor in the Schedules, as such Schedules may be amended by
7 the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount
8 and not disputed or contingent, and with respect to which no contrary proof of claim has been
9 filed, (b) any Claim specifically allowed under the Plan, (c) any Claim that is not a Disputed
10 Claim by the Claims Objection Deadline or (d) any Claim, the amount or existence of which, if it
11 is a Disputed Claim, (i) has been determined by a Final Order of a court of competent jurisdiction
12 other than the Bankruptcy Court, or (ii) has been allowed by Final Order of the Bankruptcy Court;
13 provided, however, that any Claims allowed solely for the purpose of voting to accept or reject the
14 Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims”
15 hereunder.

16 2.1.9 “**Assumed Contract List**” means the list included in the Plan Supplement
17 listing the executory contracts and unexpired leases to be assumed by Reorganized Namco.

18 2.1.10 “**Ballot**” means each of the ballot forms distributed with the Disclosure
19 Statement to each holder of an impaired Claim (other than to holders not entitled to vote on the
20 Plan) upon which is to be indicated, among other things, acceptance or rejection of the Plan.

21 2.1.11 “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C.
22 §§ 101 et seq., as in effect on the date hereof.

23 2.1.12 “**Bankruptcy Court**” means the United States Bankruptcy Court for the
24 Central District of California, Santa Ana Division.

25 2.1.13 “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as
26 promulgated by the United States Supreme Court under section 2075 of title 28 of the United
27 States Code, and local rules of the Bankruptcy Court, as the context may require.

28

1 2.1.14 “**Bankruptcy Trustees**” means Bradley Sharp as the trustee of the Namco
2 Estate and R. Todd Neilson as the Trustee of the Namvar Estate.

3 2.1.15 “**Beshmada**” means Beshmada LLC, a California limited liability company.

4 2.1.16 “**Beshmada Case**” means the Chapter 11 case of Beshmada that is currently
5 pending before the Bankruptcy Court.

6 2.1.17 “**Beshmada Estate**” means the Chapter 11 estate of Beshmada.

7 2.1.18 “**Beshmada of Delaware**” means Beshmada of Delaware, LLC, a Delaware
8 limited liability company.

9 2.1.19 “**Beshmada of Delaware Case**” means the Chapter 11 case of Beshmada of
10 Delaware that is pending before the Bankruptcy Court.

11 2.1.20 “**Beshmada of Delaware Estate**” means the Chapter 11 estate of
12 Beshmada of Delaware.

13 2.1.21 “**Business Day**” means any day other than a Saturday, a Sunday or a “legal
14 holiday” (as defined in Bankruptcy Rule 9006(a)).

15 2.1.22 “**Cash**” means lawful currency of the United States and equivalents thereof,
16 including, but not limited to: bank deposits, wire transfers, checks, and other similar items.

17 2.1.23 “**Claim**” or “**Claims**” as defined in the Bankruptcy Code, section 101(5)(A)
18 and (B), means (a) any right to payment, whether or not such right is reduced to judgment,
19 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal,
20 equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance
21 if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is
22 reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or
23 unsecured.

24 2.1.24 “**Claim Deadline**” means November 13, 2009, with respect to all Claims.

25 2.1.25 “**Claim Objection Deadline**” means (a) 240 days after the Effective Date,
26 unless extended by an order of the Bankruptcy Court, or (b) 30 days after the deadline for filing a
27 request for the payment of an Administrative Claim established in Article III.C of the Plan.
28

1 2.1.26 “**Class**” means a group of Claims or Interests classified together in a class
2 designated in Article IV of the Plan.

3 2.1.27 “**Committees**” means the Namco Committee and the Namvar Committee,
4 the Plan Proponents.

5 2.1.28 “**Confirmation Date**” means the date of entry of the Confirmation Order.

6 2.1.29 “**Confirmation Hearing**” means the hearing to consider confirmation of
7 the Plan pursuant to section 1128 of the Bankruptcy Code, as it may be adjourned or continued
8 from time to time.

9 2.1.30 “**Confirmation Order**” means the order of the Bankruptcy Court
10 confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

11 2.1.31 “**Creditor**” means any holder of a Claim, as defined by the Bankruptcy
12 Code, section 101(10).

13 2.1.32 “**Debtor**” means Ezri Namvar.

14 2.1.33 “**Dimes**” means Dimes LLC, a California limited liability company.

15 2.1.34 “**Dimes Case**” means the Chapter 11 case of Dimes, LLC that is pending
16 before the Bankruptcy Court.

17 2.1.35 “**Dimes Estate**” means the Chapter 11 estate of Dimes, LLC.

18 2.1.36 “**Disclosure Statement**” means the “Disclosure Statement To Accompany
19 Plan Of Reorganization Filed By The Official Committee Of Unsecured Creditors For Namco
20 Capital Group, Inc. And Official Committee Of Unsecured Creditors for Ezri Namvar” (and all
21 exhibits and attachments thereto or referenced therein) that relates to the Plan, as such Disclosure
22 Statement may be amended, modified or supplemented.

23 2.1.37 “**Disputed Claim**” means, with reference to any Claim, (a) any Claim,
24 (i) proof of which was not timely or properly filed by the Claim Deadline and that has been or
25 hereafter is listed on the Schedules as unliquidated, disputed or contingent, or (ii) that is not
26 listed in the Schedules; or (b) any Claim as to which the Debtor or any other party in interest
27 has filed an objection or request for estimation on or before such limitation period fixed by the
28 Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, except to the extent

1 that such objection or request for estimation is withdrawn or determined by a Final Order in
2 favor of the holder of such Claim.

3 2.1.38 “**Distributable Funds**” means all Cash from the Namco Allocation
4 received in the prior quarter, less payments made to, or reserves set aside for the following: (i)
5 Allowed Administrative Claims; (ii) Allowed Priority Tax Claims; (iii) Allowed Postpetition
6 Tax Claims; (iv) Allowed Class 1, 2 and 3 Claims (to the extent any such Claims are to be
7 satisfied with Cash rather than a return of the Collateral securing such Claims); (v) Allowed
8 Class 4 Claims; (vi) disputed claims; and (vii) all expenses.

9 2.1.39 “**Effective Date**” means the first Business Day that is at least sixty (60)
10 days after the Confirmation Date, or such earlier or later date as the Plan Proponents select, but in
11 no event shall such date be later than one year after the Effective Date.

12 2.1.40 “**Entity**” means an individual, a corporation, a general partnership, a limited
13 partnership, a limited liability company, a limited liability partnership, an association, a joint stock
14 company, a joint venture, an estate, a trust, an unincorporated organization, a government or any
15 subdivision thereof.

16 2.1.41 “**Estate**” means the estate created by section 541(a) of the Bankruptcy Code
17 upon the Petition Date.

18 2.1.42 “**Excluded Assets**” means any assets of the Namvar Estate that are not
19 transferred to NLTCO on the Effective Date.

20 2.1.43 “**Final Claim Order**” means a Final Order regarding an objection to and/or
21 allowance of a Claim.

22 2.1.44 “**Final Confirmation Order**” means a Final Order confirming the Plan.

23 2.1.45 “**Final Order**” means an order or judgment of the Bankruptcy Court other
24 than a Confirmation Order, the operation or effect of which has not been stayed, which has
25 become Final.

26 2.1.46 “**Final**” means: the later of (i) the date of final affirmance on an appeal of a
27 judgment or order, the expiration of the time for a petition for or a denial of a writ of certiorari to
28 review a judgment or order and, if certiorari is granted, the date of final affirmance of a judgment

1 or order following review pursuant to that grant; or (ii) the date of final dismissal of any appeal
2 from a judgment or order or the final dismissal of any proceeding on certiorari to review a
3 judgment or order; or (iii) if no appeal is filed, the expiration date of the time for the filing or
4 noticing of any appeal from a judgment or order.

5 2.1.47 “**General Unsecured Claims**” means those Claims included in Class 5 of
6 the Plan.

7 2.1.48 “**Governmental Unit**” has the meaning ascribed to such term in section
8 101(27) of the Bankruptcy Code.

9 2.1.49 “**Insider**” as defined in section 101(31) of the Bankruptcy Code, means (a)
10 a relative of the Debtor or of a general partner of the Debtor; (b) a partnership in which the Debtor
11 is a general partner; (c) a general partner of the Debtor; or (d) a corporation of which the Debtor is
12 a director, officer, or person in control.

13 2.1.50 “**Interest Holder**” means the Ezri Namvar, or the Namvar Estate, as the
14 holder of the all of the common stock of Namco.

15 2.1.51 “**Inter-estate Settlement**” means the settlement reached by and between
16 the Namco Committee and the Namvar Committee regarding the allocation of funds obtained from
17 the property of the Estates among the creditors of the Estates.

18 2.1.52 “**Namco**” means Namco Capital Group, Inc., a California corporation and a
19 Chapter 11 Debtor in a related case.

20 2.1.53 “**Namco Allocation**” means eighty-five percent (85%) of the Net
21 Collections recovered by Reorganized Namco and eighty-five percent (85%) of the Net
22 Collections recovered by NLTCo.

23 2.1.54 “**Namco Case**” means the Chapter 11 case of Namco pending before the
24 United States Bankruptcy Court for the Central District of California.

25 2.1.55 “**Namco Committee**” means the official committee for unsecured creditors
26 appointed to serve in the Namco Case, whose members are Abraham B. Assil, as Trustee of the
27 Abraham B. Assil Trust, Benjamin B. Efraim, as Trustee of the Far-Hadian Family Trust, and
28 Heide Kurtz, Chapter 7 Trustee for Namco Financial Exchange Corporation.

1 2.1.56 “**Namco Equity Interests**” means the equity interests that Namco held in
2 the Namco Related Entities as of the Petition Date.

3 2.1.57 “**Namco Estate**” means the Chapter 11 estate of Namco.

4 2.1.58 “**Namco Plan**” means the Plan of Reorganization filed by the Committees
5 in the Namco Case.

6 2.1.59 “**Namco Trustee**” means Bradley D. Sharp, the duly appointed and acting
7 Chapter 11 Trustee in the Namco Case.

8 2.1.60 “**Namvar**” means Ezri Namvar, the debtor in this Case.

9 2.1.61 “**Namvar Allocation**” means fifteen percent (15%) of the Net Collections
10 recovered by NLTCO and fifteen percent (15%) of the Net Collections recovered by Reorganized
11 Namco.

12 2.1.62 “**Namvar Case**” means the Chapter 11 case of Namvar pending in the
13 United States Bankruptcy Court for the Central District of California.

14 2.1.63 “**Namvar Committee**” means the official committee for unsecured
15 creditors appointed in the Namvar Case, whose members are Mansoor Alyeshmerni, Marc
16 Asheghian, Elliot Sharaby, Hersei Babajoni and Cathay Bank.

17 2.1.64 “**Namvar Debtor Entities**” means the Namvar Related Entities who are
18 operating under the protection of Chapter 11, including Namco Capital Group, Inc., Dimes, LLC,
19 Namvar, Beshmada, LLC, Beshmada of Delaware, LLC, Namco Financial Exchange, St. Patrick's
20 Day Lease, LLC, Wall Street Mart, L.P., Bundy Dimes, LLC, Bunwil Capital, LLC, Mission Real
21 Associates, LLC, Playa Properties, LLC, Rancho Malibu, LLC and Namwest, LLC.

22
23 2.1.65 “**Namvar Distribution Account**” means the account into which all
24 Distributable Funds will be deposited and disbursed.

25 2.1.66 “**Namvar Equity Interests**” means the equity interests that Namvar held in
26 the Namvar Related Entities as of the Petition Date.

27 2.1.67 “**Namvar Estate**” means the Chapter 11 estate of Namvar.
28

1 2.1.68 “**Namvar Related Entities**” means the business entities listed in Exhibit
2 “3” to the Disclosure Statement and any other unknown entities in which Namvar owns and
3 interest or controlled as of the Petition Date,

4 2.1.69 “**Namvar Plan**” means the Plan of Reorganization filed by the Committees
5 in the Namvar Case.

6 2.1.70 “**Namvar Trustee**” means R. Todd Neilson, the duly appointed and acting
7 Chapter 11 Trustee in the Namvar Case.

8 2.1.71 “**Net Collections**” means all Cash held or received by Namco Estate and
9 the Namvar Estate from the management, recovery, sale or other liquidation of any property of the
10 Estates, less all reasonable costs incurred in collecting, managing, recovering, selling or otherwise
11 disposing such property, including applicable taxes.

12 2.1.72 “**New Board**” means the board of directors of Reorganized Namco after the
13 Effective Date, whose initial members shall be Marc Asheghian, Abraham B. Assil and Benjamin
14 B. Efraim.

15 2.1.73 “**NLTCo**” means the liquidating trust created pursuant to Plan filed by the
16 Committees in the Namvar Case. NLTCo will receive all NLTCo Property (all assets of the
17 Namvar Estate other than Excluded Assets), liquidate these assets over the Plan Period set forth in
18 the Namvar Plan, transfer the Namco Allocation to Reorganized Namco, and make distributions to
19 persons entitled thereto from the Namvar Allocation in accordance with the terms of the Namvar
20 Plan and the NLTCo Agreement.

21 2.1.74 “**NLTCo Agreement**” means the liquidating trust agreement governing the
22 affairs of NLTCo, which will be in substantially the form contained in the Plan Supplement.

23 2.1.75 “**NLTCo Beneficiaries**” means (i) the holders of NLTCo Beneficial
24 Interests, as of any point in time, and (ii) holders of Allowed Claims that shall be satisfied from
25 NLTCo Property in accordance with the terms of the Plan.

26 2.1.76 “**NLTCo Beneficial Interests**” means, collectively, the interests of the
27 holders of Allowed Unsecured Claims in the NLTCo and in all distributions to be made by the
28 NLTCo on account of Allowed Unsecured Claims. The NLTCo Beneficial Interests (a) shall be

1 noted in the books and records of NLTCO, (b) shall not be evidenced by a writing, and (c) may not
2 be transferred, sold, assigned or transferred by will, intestate succession or operation of law.

3 2.1.77 “**NLTCO Distribution Account**” means the account into which all
4 Distributable Funds, as that term is defined in the Namvar Plan, shall be deposited and disbursed.

5 2.1.78 “**NLTCO Property**” means all property of the Namvar Estate other than
6 Excluded Assets.

7 2.1.79 “**NLTCO Expenses**” means all costs, expenses and obligations incurred by
8 NLTCO, the NLTCO Trustee and NLTCO's Professionals in administering the Trust or in any
9 manner incidental or related thereto.

10 2.1.80 “**NLTCO Trustee**” means the liquidating trustee(s) of NLTCO, or any
11 successor trustee designated or selected in accordance with the terms of the Plan and the NLTCO
12 Agreement. Reorganized Namco shall be the NLTCO Trustee.

13 2.1.81 “**Person**” means any individual, corporation, partnership, limited liability
14 company, association, indenture trustee, organization, joint stock company, joint venture, estate,
15 trust, governmental unit or any political subdivision thereof, or any other entity.

16 2.1.82 “**Petition Date**” means December 22, 2008, the date on which an
17 involuntary bankruptcy petition was filed against the Debtor.

18 2.1.83 “**Plan Proponents**” means the Committees.

19 2.1.84 “**Plan**” means the “Plan of Reorganization” filed by the Committees in the
20 Namco Case to which the Disclosure Statement refers (including all exhibits and attachments,
21 each of which is hereby incorporated and made part of the Plan), as modified or amended from
22 time to time in accordance with section 1127 of the Bankruptcy Code.

23 2.1.85 “**Plan Documents**” means, collectively, the Voting Trust Agreement and
24 the other documents attached to the Plan Supplement.

25 2.1.86 “**Plan Period**” means the period from the Effective Date to the Plan
26 Termination Date.

27 2.1.87 “**Plan Supplement**” means the compilation of the Plan Documents to be
28 filed with the Bankruptcy Court.

1 2.1.88 “**Plan Termination Date**” means the seventh (7th) anniversary date of the
2 Effective Date, unless Reorganized Namco elects to extend this date for up to an additional five
3 (5) years, or such earlier date as may be fixed by Reorganized Namco.

4 2.1.89 “**Prime Rate**” means the prime rate of interest quoted in the Wall Street
5 Journal.

6 2.1.90 “**Priority Tax Claim**” means a Claim entitled to priority under section
7 507(a)(8) of the Bankruptcy Code.

8 2.1.91 “**Pro Rata**” means proportionately, so that with respect to a particular
9 Allowed Claim, the ratio of (a)(i) the amount of property distributed on account of such Claim to
10 (ii) the amount of such Claim, is the same as the ratio of (b)(i) the amount of property distributed
11 on account of all Allowed Claims of the Class in which such Claim is included to (ii) the amount
12 of all Allowed Claims in that Class.

13 2.1.92 “**Professionals**” means those Entities (a) employed in the Case under
14 sections 327 or 1103 of the Bankruptcy Code, and (b) entitled, under sections 330, 503(b), 506(b),
15 507(a)(2) of the Bankruptcy Code, to seek compensation for legal, accounting or other
16 professional services and the costs and expenses related to such services from the Debtor or the
17 Estate.

18 2.1.93 “**Recovery Rights**” means any and all manner of causes of action, claims,
19 obligations, suits, debts, judgments and demands whatsoever, whether in law or in equity,
20 including, but not limited to, actions to subordinate Claims under Section 510 of the Bankruptcy
21 Code and to avoidance power actions set forth in Sections 544 through 550, inclusive, of the
22 Bankruptcy Code.

23 2.1.94 “**Rejected Contract List**” means the list attached to the Plan Supplement
24 listing the executory contracts and unexpired leases being rejected under the Plan, as amended up
25 to the Effective Date.

26 2.1.95 “**Rejection Damages Deadline**” means the later of the Claim Deadline, or
27 thirty (30) days after the entry of an order approving the rejection of an executory contract or
28 unexpired lease.

1 2.1.96 “**Reorganized Namco**” means the Namco on and after the Effective Date.

2 2.1.97 “**Schedules**” means the schedules of assets and liabilities, statements of
3 financial affairs, and lists of holders of Claims and Equity Interests filed with the Bankruptcy
4 Court by the Debtor, including any amendments or supplements thereto.

5 2.1.98 “**Secured Claim**” means a Claim secured by a lien on any property of any
6 of the Estate, but only to the extent of the value of the interest of the holder of such Allowed
7 Claim in the interest of the Estate in such property, the calculation of which shall not include any
8 demand for default interest, penalty interest or other similar demands.

9 2.1.99 “**Starpoint Parties**” means Starpoint Properties, LLC, a limited liability
10 company organized under the laws of the State of California; Blackhawk Properties, LLC, a
11 limited liability company, organized under the laws of the State of Delaware; Mill Avenue
12 Properties, LLC, a limited liability company organized under the laws of the State of Delaware;
13 Mill Avenue Properties II, LLC, a limited liability company organized under the laws of the State
14 of Delaware; Mill Avenue Properties III, LLC, a limited liability company organized under the
15 laws of the State of Delaware; Mill Avenue Properties IV, LLC, a limited liability company
16 organized under the laws of the State of Delaware; 450 Roxbury Properties, LLC, a limited
17 liability company organized under the laws of the State of Delaware; 450 Roxbury Properties II,
18 LLC, a limited liability company organized under the laws of the State of Delaware; 450 Roxbury
19 Properties III, LLC, a limited liability company organized under the laws of the State of Delaware;
20 Defendant 450 Roxbury Properties IV, LLC, a limited liability company organized under the laws
21 of the State of Delaware; 450 Roxbury Properties V, LLC, a limited liability company organized
22 under the laws of the State of Delaware; 450 Roxbury Properties VI, LLC, a limited liability
23 company organized under the laws of the State of Delaware; Colfax Properties, LLC, a limited
24 liability company organized under the laws of the State of California; Foothill Ridge Properties,
25 LLC, a limited liability company organized under the laws of the State of California; Virgil
26 Avenue Properties, LLC, a limited liability company organized under the laws of the State of
27 California; and Jennifer Greenhut, an individual residing in the State of California.

28

1 2.1.100 “**Unclaimed Property**” means any funds or other Property to be
2 distributed to Creditors pursuant to the Plan, which, after an attempted distribution, has not been
3 received by the rightful Creditor. Unclaimed property shall include checks and any other property
4 that have been returned as undeliverable without a proper forwarding address, or which were not
5 mailed or delivered because of the absence of a proper address to which to mail or deliver such
6 property. Such Unclaimed Property that remains unclaimed at the end of one (1) year following
7 the date of an attempted distribution shall be reallocated and paid to other holders of Allowed
8 Claims in accordance with the Plan. After the expiration of one (1) year following the date of an
9 attempted distribution, each Claim with respect to Unclaimed Property shall be treated as if it had
10 been disallowed in its entirety.

11 2.1.101 “**United States Trustee**” means the United States Trustee for the Central
12 District of California.

13 2.1.102 “**Unsecured Claim**” means any Claim against the Debtor that is not an
14 Administrative Claim, Tax Claim, Secured Claim, or Priority Claim.

15 2.1.103 “**Voting Deadline**” means [Date To Be Established By The Bankruptcy
16 Court], or such other deadline established by the Bankruptcy Court for parties in interest entitled
17 to vote to submit their ballots accepting or rejecting the Plan.

18 2.1.104 “**Voting Trust**” means the Voting Trust formed pursuant to the Voting
19 Trust Agreement that will have the right to vote all Namco Stock during the Plan Period.

20 2.1.105 “**Voting Trust Agreement**” means the Voting Trust Agreement attached
21 to the Plan Supplement that will control the right to vote the Namco Stock during the Plan Period
22 and that will provide for the election of the Voting Trust Trustees.

23 2.1.106 “**Voting Trust Trustees**” means, during the Plan Period, the individuals
24 selected by the Committees to serve in this position. The initial Voting Trust Trustees will be
25 Marc Asheghian, Abraham B. Assil and Benjamin B. Efraim. If any Voting Trust Trustee resigns,
26 or is otherwise unable to serve in this capacity, the Committees will elect a replacement Voting
27 Trust Trustee by a majority vote.

28

1 2.1.107 “**Wilshire Bundy Proceeds**” means the sales proceeds generated from the
2 sale of the Wilshire Bundy Property, after the payment of closing costs, commissions and allowed
3 secured claims against this property, which is comprised of the \$27,127,000 held in a joint account
4 by the Trustees and the sum of \$14,796,000 held by the taxing authorities.

5 2.1.108 “**Wilshire Bundy Property**” means all interests in that certain property
6 commonly known as 12121 Wilshire Boulevard, Los Angeles, California.

7 2.1.109 “**Woodman**” means Woodman Partners, LLC.

8 2.2 **Rules of Interpretation.** The following rules of interpretation and construction
9 shall apply to both the Plan and the accompanying Disclosure Statement.

10 2.2.1 Any term used in the Plan that is not defined herein, whether in this Article
11 or elsewhere, or other exhibits hereto, but that is used in the Bankruptcy Code or the Bankruptcy
12 Rules has the meaning ascribed to that term in (and shall be construed in accordance with the rules
13 of construction under) the Bankruptcy Code or the Bankruptcy Rules.

14 2.2.2 Any capitalized term used in the Plan that is not defined herein, or other
15 exhibits hereto, but that is defined and used in the Disclosure Statement has the meaning ascribed
16 to that term in the Disclosure Statement.

17 2.2.3 The words “herein,” “hereof,” “hereto,” “hereunder” and others of similar
18 import refer to the Plan as a whole and not to any particular article, section, subsection or clause
19 contained in the Plan.

20 2.2.4 Unless specified otherwise in a particular reference, a reference to an article
21 or a section is a reference to that article or section of the Plan.

22 2.2.5 Any reference in the Plan to a document being in a particular form or on
23 particular terms and conditions means that the document shall be substantially in such form or
24 substantially on such terms and conditions.

25 2.2.6 Any reference in the Plan to an existing document means such document, as
26 it may have been amended, modified or supplemented from time to time as of the Effective Date.

27 2.2.7 Whenever from the context it is appropriate, each term stated in either the
28 singular or the plural shall include both the singular and the plural.

1 as of the Effective Date, shall be assumed on the Effective Date and paid or performed by the
2 NLTCo Trustee when due in accordance with the terms and conditions of the particular
3 agreements governing such obligations.

4 3.1.2 Bar Date For Administrative Claims. All applications for final
5 compensation of Professionals for services rendered and for reimbursement of expenses incurred
6 on or before the Effective Date, and any other request for compensation by any Entity for making
7 a substantial contribution in the Case, and all other requests for payment of an Administrative
8 Claim incurred before the Effective Date under sections 507(a)(2) or 503(b) of the Bankruptcy
9 Code (except only for Claims under 28 U.S.C. § 1930) shall be filed no later than sixty (60) days
10 after the Effective Date.

11 Any Administrative Claim required to be filed within the foregoing deadlines that
12 is not filed within such deadlines shall be forever barred and the Debtor shall be discharged of any
13 obligation on such Claim. Any Creditor that is required to file a request for payment of such
14 Claim and who does not file such request by the applicable bar date shall be forever barred from
15 asserting such Claim against the Estate or the Debtor, or their property.

16 3.1.3 Payment of Allowed Administrative Claims of Professionals. The Allowed
17 Administrative Claims of Professionals shall be paid in accordance with section 1129(a)(9)(A) of
18 the Bankruptcy Code by the Debtor. However, as more fully explained in the feasibility section of
19 the Disclosure Statement, if insufficient Cash is available on the Effective Date to pay these
20 claims, which are substantial, the Committees will negotiate longer term pay-outs with the
21 professionals.

22 3.1.4 Payment of Priority Tax Claims. Each holder of an Allowed Priority Tax
23 Claim against the Debtor shall receive, on the Effective Date, in full satisfaction, release, and
24 discharge of such Allowed Priority Tax Claim, at the election of the Debtor, either: (i) Cash
25 payment in the amount of the holder's Allowed Priority Tax Claim; (ii) deferred Cash payments
26 over a period not to exceed five (5) years, from the date of assessment of a value as of the
27 Effective Date, equal to the Allowed amount of such claim; or (iii) such other terms as may be
28 agreed upon by such holder and the Debtor. The rate of interest to be paid on Priority Tax Claims

1 paid out over five (5) years shall be equal to the underpayment rate specified in 26 U.S.C. § 6621
2 (determined without regard to 26 U.S.C. § 6621(c)) as of the Effective Date.

3 Holders of Allowed Priority Tax Claims shall not be entitled to receive any
4 payment on account of post-Petition Date interest on, or penalties with respect to or arising in
5 connection with, such Priority Tax Claims, except as allowed by the Court, and all Claims or
6 demands by holders of Priority Tax Claims for post-Petition Date interest or penalties thereon,
7 except as may be allowed by the Court, shall be disallowed by the Plan and the Final Confirmation
8 Order, and the holders of Priority Tax Claims shall not assess or attempt to collect interest or
9 penalties from the Estate or its property.

10 **ARTICLE IV**

11 **CLASSIFICATION OF CLAIMS AND INTERESTS**

12 4.1 **Manner of Classification of Claims.** Except for Claims of a kind specified in
13 sections 507(a)(2), 507(a)(3) or 507(a)(8) of the Bankruptcy Code, all Claims against the Debtor
14 and with respect to all property of the Debtor and their Estate, are defined and hereinafter
15 designated in respective Classes. The Plan is intended to deal with all Claims against the Debtor,
16 of whatever character, whether known or unknown, whether or not with recourse, whether or not
17 contingent or unliquidated, and whether or not previously allowed by the Court pursuant to section
18 502 of the Bankruptcy Code. Only holders of Allowed Claims, however, will receive any
19 distribution under the Plan. For purposes of determining Pro Rata distributions to holders of
20 Allowed Claims under the Plan, Disputed Claims shall be included in the Class in which such
21 Claims would be included if they were Allowed Claims.

22 4.2 **Classification of Claims.** Pursuant to section 1122 of the Bankruptcy Code, the
23 classes of Claims and Interests against the Debtor are set forth below. A Claim is placed in a
24 particular Class only to the extent such Claim is an Allowed Claim in that Class and such Claim
25 has not been paid, released, or otherwise settled or paid prior to the Effective Date. The following
26 classes of Claims and Interests are provided for in the Plan:

1	Class	Claimants	Security	Status	Voting Rights
2	1	Starpoint Parties	An alleged “vendees 3 lien” against the 4 Wilshire Bundy Proceeds that is disputed	Unimpaired	Not entitled to vote
5	2	The holders of allowed 6 Other Priority Claims	Unsecured	Unimpaired	Not entitled to vote
7	3	The holders of all 8 unsecured claims that are not entitled to priority	Unsecured	Impaired	Entitled to vote
9	4	Ezri Namvar	N/A	Impaired	Entitled to vote

ARTICLE V

TREATMENT OF CLAIMS AND INTERESTS

5.1. Treatment of Classified Claims Under The Plan.

5.1.1 Class 1. To the extent the Class 1 Claimants’ are determined to hold an Allowed Secured Claim against the Wilshire Bundy Proceeds, this claim will be paid in full on the later of Effective Date, or on the first business day following the date that a Final Order is entered granting such claimants an Allowed Secured Claim.

5.1.2 Class 2. Allowed Other Priority Claims in the Class 2 shall be paid in full in Cash on the Effective Date, unless the holder of such a claim agrees to different treatment.

5.1.3 Class 3. Each Class 3 claimant holding an Allowed Unsecured Claim shall receive a pro rata share of the NLTCO Beneficial Interests. The holders of such interests shall have, in summary, the following distributional rights on account of such NLTCO Beneficial Interests:

A) A quarterly distribution equal to their pro rata share of Distributable Funds, up to the amount of each claimant’s Allowed Unsecured Claim. Since Distributable Funds may not be available every quarter, particularly during the first year of the Plan Period, it is not only possible, but likely that no distributions will be made during certain quarters due to the unavailability of funds. NLTCO’s objective will be to pay out funds to Creditors as quickly as

1 possible, after setting aside appropriate reserves.

2 B) Each claimant shall receive a semi-annual and annual report from
3 the NLTCo Trustee describing NLTCo's efforts to preserve, maintain and liquidate all NLTCo
4 Property for the benefit of all creditors holding Allowed Claims. The semi-annual report shall be
5 transmitted to the claimants with forty-five (45) days after the six and twelve month anniversary
6 dates of the Effective Date.

7 C) The payments to be made to the Class 3 claimants pursuant to the
8 Plan shall be the sole source of distributions payable to such class of claimants.

9 5.1.4 Class 4. Any remaining property in the Namvar Estate shall revest in the
10 Debtor as of the Effective Date.

11 **ARTICLE VI**

12 **ACCEPTANCE OR REJECTION OF THE PLAN**

13 6.1 **Plan Voting Rights.** Each holder of an Allowed Claim in an impaired Class of
14 Claims that is entitled to vote on the Plan shall be entitled to vote separately to accept or reject the
15 Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with
16 respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or
17 orders of the Bankruptcy Court. In the event no holder of an Allowed Claim in an impaired Class
18 of Claims submits a Ballot accepting or rejecting the Plan, such Class of Claims shall be deemed
19 to have voted to reject the Plan.

20 6.2 **Classes Entitled to Vote.** Classes 1 and 2 are not impaired under the Plan.
21 Accordingly these classes are not entitled to vote on the Plan, They are presumed to have accepted
22 the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Classes 3 and 4 are impaired under
23 the Plan and consequently they are entitled to vote.

24 6.3 **Non-Consensual Confirmation.** If a Class fails to accept this Plan by the statutory
25 majorities provided in section 1126(c) of the Bankruptcy Code, the Plan Proponent reserves the
26 right to request the Bankruptcy Court to confirm this Plan as to such rejecting Class.

27 6.4 **Elimination of Vacant Classes.** Any Class of Claims that does not have a holder
28 of an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 as of the date

1 of commencement of the Confirmation Hearing shall be deemed eliminated from the Plan for
2 purposes of voting to accept or reject the Plan and for purposes of determining acceptance or
3 rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

4 **ARTICLE VII**

5 **IMPLEMENTATION OF THE PLAN AND EXECUTION OF ITS TERMS**

6 7.1. **Removal of Namvar Trustee.** As of the Effective Date, the Namvar's Trustee's
7 appointment shall terminate and all power over the Namvar Estate and its assets shall vest in the
8 NLTCo Trustee.

9 7.2. **Transfer of NLTCo Property To NLTCo.** On the Effective Date, title to and
10 possession of all NLTCo Property shall be deemed transferred and delivered to NLTCo, without
11 further act or action under any applicable agreement, law, regulation, order or rule of law.

12 7.3. **Purposes of NLTCo.** NLTCo's purpose and objectives include, but are not limited
13 to the following: (i) to take control over, manage and over time sell or otherwise dispose of all
14 NLTCo Property for the highest return reasonably obtainable; (ii) to pursue all Recovery Rights
15 through collection efforts, including through litigation in any court of competent jurisdiction, and
16 to obtain the most favorable recovery on the same, with due consideration of all relevant factors,
17 including cost; (iii) to cause all net proceeds of the NLTCo Property to be deposited into the
18 NLTCo Distribution Account; (iii) to initiate actions to resolve any remaining issues regarding the
19 allowance and payment of Claims including, as necessary, initiation and/or participation in
20 proceedings before the Bankruptcy Court; (iv) to take such other actions as are necessary or useful
21 to maximize the value of NLTCo Property; (v) to make the payments and distributions to creditors
22 and holders of NLTCo Beneficial Interests as required by the Plan; and (vi) to enforce all rights
23 with respect to the NLTCo Property.

24 It is intended that NLTCo will be classified for U.S. federal income tax purposes as a
25 "liquidating trust," with the primary objective of liquidating the NLTCo Property and distributing
26 the net proceeds thereof, with no objective to continue or engage in the conduct or a trade or
27 business in accordance with Treasury Regulation 301.7701-4(d), and, notwithstanding anything to
28

1 the contrary in the Plan, all actions taken by NLTCO or any person acting on behalf of the NLTCO
2 shall be consistent with such primary objective.

3 7.4. **Trust Agreement.** Copies of the NLTCO Agreement shall be contained in the Plan
4 Supplement. The NLTCO Agreement shall, among other matters, create NLTCO, identify the
5 Reorganized Namco as the initial trustee of NLTCO, identify the compensation of NLTCO, and
6 specify the authorities and powers of the NLTCO Trustee, consistent with this Plan.

7 7.5. **Operations of NLTCO.** From and after the Effective Date, NLTCO may use,
8 acquire and dispose of NLTCO Property held in NLTCO, and take any of the actions set forth in
9 this Article or in the NLTCO Agreement without the approval of the Bankruptcy Court and free of
10 the restrictions of the Bankruptcy Code, the Bankruptcy Rules or the prior orders of the
11 Bankruptcy Court, other than restrictions expressly imposed by the Plan, the Confirmation Order
12 or the NLTCO Agreement, provided that NLTCO is administered so that it qualifies as a
13 liquidating trust under Treasury Regulation § 301.7701-4(d).

14 Under the Plan, and subject to the NLTCO Agreement, the NLTCO Trustee shall have the
15 power and authority to perform the following acts with respect to the NLTCO Property:

- 16 (1) Perfect and secure all right, title and interest in NLTCO Property;
- 17 (2) Reduce the NLTCO Property to cash and hold the same;
- 18 (3) Determine when to sell NLTCO Property and on what terms, and sell and
19 convert the NLTCO Property to cash and distribute the net proceeds in accordance with the Plan
20 and the NLTCO Agreement;
- 21 (4) Manage and protect NLTCO Property;
- 22 (5) Grant options to purchase, contract to sell and sell NLTCO Property, or any part
23 or parts thereof, for such purchase price and for cash or on such terms as the NLTCO Trustee
24 deems appropriate;
- 25 (6) Exchange and re-exchange NLTCO Property or any part or parts thereof for
26 other personal property;
- 27 (7) Release, convey or assign any right, title or interest in or about NLTCO
28 Property;

1 (8) Pay and discharge any costs, expenses, collection fees or obligations deemed
2 necessary to preserve NLTCo Property, or any part thereof;

3 (9) Purchase insurance to protect NLTCo Property, as well as to protect the NLTCo
4 Trustee from liability for such risks and in such amounts as the NLTCo Trustee shall determine is
5 appropriate;

6 (10) Deposit funds of NLTCo and draw checks and make disbursements thereof;

7 (11) Employ and have such professionals, including, without limitation, attorneys
8 and accountants, and such other agents, consultants and employees on behalf of NLTCo as the
9 NLTCo Trustee shall deem necessary; provided, however, that NLTCo's authority to pay such
10 professionals shall be governed by the provisions of the NLTCo Agreement; provided, further,
11 that notwithstanding the foregoing, NLTCo must disclose to the Bankruptcy Court, in advance,
12 with notice to the Office of the United States Trustee, and any other person that specifically
13 requests notice of post-Effective Date matters brought before the Bankruptcy Court, the identity of
14 any insider (as such term is defined in Section 101 (31) of the Bankruptcy Code) of the NLTCo
15 Trustee that such trustee intends to employ at the expense of NLTCo. Nothing contained herein
16 shall prohibit the NLTCo Trustee from retaining counsel or any other Professional that has been
17 retained by the Committees, the Namco Estate or the Namvar Estate.

18 (12) Except as expressly required by the Plan, determine when distributions should
19 be made to the NLTCo Beneficiaries;

20 (13) Exercise any and all powers granted to the NLTCo Trustee by any agreements
21 or by common law or any statute which serves to increase the extent of the powers granted to the
22 Liquidating Trustee hereunder;

23 (14) Take any action required or permitted by the Plan;

24 (15) Negotiate, renegotiate and enter into contracts and execute obligations
25 negotiable and non-negotiable;

26 (16) Sue and be sued; provided, however, that any suit commenced after the
27 Effective Date against NLTCo, or against the NLTCo Trustee acting in its capacity as trustee of
28

1 NLTCO, must be commenced in the Bankruptcy Court; provided, further, that the Court may
2 abstain from hearing any such suit;

3 (17) Pursue claims and Recovery Rights and NLTCO Property transferred to the
4 Trust;

5 (18) Institute, settle or compromise or abandon on behalf of NLTCO all claims and
6 Recovery Rights which could be brought by NLTCO, or the Committees under the Bankruptcy
7 Code, and prosecute or defend all appeals on behalf of the Debtor, as representative of the Estate
8 within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code;

9 (19) Object to Claims;

10 (20) Settle, compromise or adjust, by arbitration or otherwise, any claims, disputes
11 or controversies in favor of or against NLTCO;

12 (21) Waive or release rights of any kind;

13 (22) Appoint, remove and act through agents, managers and employees and confer
14 upon them such power and authority as may be necessary or advisable;

15 (23) File all income and informational tax returns and forms of NLTCO and the
16 reserve for Disputed Claims as required by law, and pay all taxes required to be paid by NLTCO or
17 the reserve for Disputed Claims; and

18 (24) In general, without in any manner limiting any of the foregoing, deal with the
19 NLTCO Property, or any part or parts thereof, and the affairs of NLTCO, in all other ways as
20 would be lawful for any person owning the same to deal therewith, whether similar to or different
21 from the ways above specified, at any time or times hereafter;

22 (26) Enforce all of the provisions of this Plan and any order of the Bankruptcy
23 Court for the benefit of NLTCO and NLTCO Beneficial Interests; and

24 (27) Take all actions necessary to close the Chapter 11 Case.

25 7.6. **The New Board and NLTCO Trustee.** The NLTCO Trustee shall be Reorganized
26 Namco. Reorganized Namco will be operating under the control of the New Board, which shall be
27 comprised of the following individuals, all of whom were jointly appointed to serve in this role by
28 the Committees:

1 A) Abraham B. Assil. Mr. Assil was born and raised in Tehran in 1949. In 1963, he
2 immigrated to Israel. At the age of 17 he immigrated to the United States where he attended high
3 school and college. After college, Mr. Assil worked as a real estate agent in New York, until 1973,
4 when he returned of Tehran to start a business. From 1973 to 1980, Mr. Assil owned and operated
5 a real estate and construction company in Tehran that built, managed and sold apartment buildings
6 and condominiums. After the revolution in Iran in 1979, Mr. Assil was forced to leave the country,
7 and relinquish most of his assets.

8 After returning to the United States, Mr. Assil obtained a California real estate
9 license, and over time acquired a substantial portfolio of commercial and multi-family buildings in
10 California, Arizona and Nevada, which he continues to own and manage. In total, Mr. Assil has
11 over 40 years of experience in the commercial and residential real estate fields.

12 B) Benjamin B. Efraim. Mr. Efraim has over thirty years of experience in the real
13 estate and building industry. His experience includes building over one hundred million dollars of
14 residential, multi-family, mixed-use and commercial projects in California, Colorado and New
15 Mexico.

16 Mr. Efraim has served on the board of the Multi-Family Housing Council of the
17 Building Industry Association, and he is a co-founder of the United Builders Association (which
18 later merged with the National Association of Homebuilders). He has served on the governing
19 boards of a number of home owner associations, and is a member of the board of directors of
20 Shalom Institute and Camp JCA Shalom of Southern California.

21 Mr. Efraim was raised and educated in Iran, Switzerland and the United States. In
22 1980 he received his Bachelors of Science degree in Business Administration, from Menlo
23 College School of Business Administration. Mr. Efraim is licensed by the State of California as a
24 real estate broker and as a general contractor.

25 C) Marc M. Asheghian, CPA. Mr. Asheghian's professional Career as a CPA
26 began with Peat Marwick, Mitchell & Co. in 1982, where he served as Senior Tax Specialist in
27 Peak Marwick's Los Angeles Banking Real Estate and Insurance Group. Subsequent to Peat
28

1 Marwick, Mr. Asheghian joined Laventhal & Horwath as Tax Manager representing a variety of
2 clients in Manufacturing, High Tech, Real Estate and Mortgage Banking industries.

3 In 1988, Mr. Asheghian established the firm of Marc M. Asheghian & Company,
4 representing clients in the Manufacturing, Real Estate, Construction, Mortgage Banking, High-
5 Tech, Law, Medicine, Entertainment and Governmental Sectors. In 1998, Mr. Asheghian merged
6 this company into The Tax Consultancy Group, Inc., a new company in that was formed to
7 provide clients tax and accounting advice that he co-founded.

8 Mr. Asheghian has founded a number of companies outside the accountancy field.
9 In 1991 he established Excel Capital, LLC. To date Excel has advised and participated in over
10 \$250 million in Private Placements and equity participation in various companies. Mr. Asheghian
11 is currently the managing partner of MJM Investment Co., LLC. a private investment company
12 that makes equity investments in commercial and residential real estate.

13 Mr. Asheghian holds a bachelors degree in Business Administration and a Masters
14 degree in Business Taxation from University of Southern California.

15 The members of the Board shall be subject to the same standards applicable to
16 corporate directors under the California Corporations Code, except to the extent that the Plan
17 provides otherwise. However, where a typical corporate director under California Corporations
18 Code is charged with acting in the best interests of the shareholders, the Board will be charged
19 with implementing the terms of the Plan during the Plan period, and the Board's duty, within and
20 subject to the parameters of the Plan, shall run to the Namco Creditors and the Namvar Creditors.

21 Although Reorganized Namco will be the Liquidating Trustee of NLTCO, and it
22 will be under the control of the above three board members, certain powers that would ordinarily
23 be vested in a corporate board of directions are being assigned to a third party under the terms of
24 the Namco Plan. This third party, who is referred to as the Special Litigation Master, will be
25 authorized and empowered to take the following actions after the Effective Date with respect to
26 both the Recovery Rights transferred to NLTCO and the recovery rights transferred to Reorganized
27 Namco:

28 A) Investigate all claims and Recovery Rights;

1 B) Pursue all claims and Recovery Rights that the Special Litigation Master
2 believes have legal merit and that offer sufficient recovery potential to justify the cost of pursuing
3 litigation;

4 B) Settle, compromise or abandon claims and Recovery Rights, without seeking
5 the approval of the Bankruptcy Court;

6 C) Employ counsel or other agents to assist in the investigation, pursuit,
7 compromise or abandonment of claims or Recovery on any terms that are commercially
8 reasonable;

9 D) Retain or terminate any existing counsel or agents that were employed by the
10 Namco Estate or Namco Trustee to pursue claims or Recovery Rights; and

11 E) Submit a budget to Reorganized Namco and require the payment of
12 the reasonable costs necessary to perform the foregoing tasks.

13 The Special Litigation Master shall keep New Board of Reorganized Namco apprised of all
14 material actions that he or she is taking to effectuate the above charge. However, Reorganized
15 Namco shall not have the right or power to overrule or interfere with any decision made by the
16 Special Litigation Master, subject to the following caveats:

17 A) The New Board may file a motion opposing any material decision by the
18 Special Litigation Master regarding the settlement of a Recovery Right or a failure to pursue a
19 Recovery Right. In ruling upon any such opposition, the decision of the Special Litigation Master
20 shall be accorded deference under California's business judgment standard; and

21 B) If the Special Litigation Master submits a litigation budget to the New
22 Board and the New Board opposes the same, the matter shall be submitted to the Bankruptcy
23 Court for a determination. In such a dispute the respective positions of the New Board and the
24 Special Litigation Matter shall be accorded equal weight.

25 The Special Litigation Master shall be designated by the Committees, but this appointment
26 shall be subject to the approval of the Bankruptcy Court. Any successor Special Litigation Master
27 shall be designated in the same manner and shall also be subject to the approval of the Bankruptcy
28

1 Court. The Special Litigation Master's identity, background, compensation and terms of
2 employment shall be set forth in the Plan Supplement.

3 The compensation payable NLTCo Trustee is set forth in the NLTCo Trust Agreement.

4 **7.7 Resignation or Replacement NLTCo Trustee.** The NLTCo may resign or be
5 terminated at any time in accordance with the terms of the NLTCo Agreement. Upon such
6 resignation or termination, the NLTCo Trustee shall be entitled to receive any unpaid
7 compensation or expense reimbursement owing to the NLTCo Trustee in accordance with the
8 terms of the NLTCo Agreement.

9 In case of the resignation, termination, death or inability to act of the NLTCo Trustee, a
10 successor liquidating trustee may be appointed by the Committees acting by majority vote,
11 without Bankruptcy Court approval in accordance with the terms of the NLTCo Agreement,
12 whereupon such successor liquidating trustee shall assume all duties and obligations from the
13 resigned or terminated NLTCo Trustee. The successor liquidating trustee of NLTCo shall be
14 vested with all the rights, privileges, powers and duties of the initial NLTCo Trustee. Each
15 succeeding liquidating trustee may in like manner resign and another may in like manner be
16 appointed in its place.

17 **7.8 Payment of Trust Expenses.** NLTCo Expenses, which shall include the
18 compensation payable to the NLTCo Trustees, shall be paid, or adequate reserves shall be created
19 for the payment of such expenses, prior to any distribution to the NLTCo Beneficiaries.

20 **7.9 Approval of Inter-estate Settlement.** In their effort resolve all potentially
21 conflicting claims and priorities between the Estates, the Committees have negotiated and entered
22 into the following good faith settlement (the "Inter-Estate Settlement"), which shall be binding on
23 the Estates and all Creditors as of the Effective Date:

24 A) Reorganized Namco, under the control of the New Board, shall be the duly
25 appointed and acting liquidating trustee of NLTCo during the Plan Period, or until its resigns this
26 position;

27 B) If for any reason NLTCo is required to terminate its existence under either
28 present or future tax regulations before it has fully liquidated and distributed its assets to its

1 Creditors in accordance with the Namvar Plan, then all such remaining assets shall be transferred to
2 Reorganized Namco. Reorganized Namco will then complete the process of collecting and
3 liquidating these assets and it will distribute the proceeds to the Creditors of Namvar in accordance
4 with the terms of the Namvar Plan.

5 C) All Net Collections from property of the Estates, whether now held or
6 hereafter received, shall be allocated as follows: Eighty-five percent (85%) to Reorganized Namco
7 (the "Namco Allocation") and fifteen percent (15%) to NLTCo; and

8 D) Any Creditor holding an Allowed Claim against Namco, who has filed this
9 same claim against the Namvar Estate, must elect to either waive its claim against the Namco
10 Estate, or to waive its claim against the Namvar Estate. Stated otherwise, a claimant with a single
11 claim, who is seeking recourse against both Estates on this claim, must elect to receive payments
12 under this Plan, or under the Namvar Plan. Such a claimant cannot participate in the distributions
13 payable to Creditors under both Plans.

14 The Committees believe that the foregoing compromise resolves the relative claims and
15 priorities of the two estates in a manner that is consistent with the best interests of all Creditors
16 and that avoids the substantial litigation costs that could result without this settlement. This
17 settlement also aligns the economic interests of both Estates and vests the pursuit of these interests
18 in a single representative entity that is controlled by creditors of both estates. Finally, this
19 settlement requires a Namco creditor who is asserting claims against both estates to pick the pot
20 from which they will be paid, thereby avoiding potentially duplicative recoveries.

21 **7.10. Plan Distribution System.** The Plans the Committees have filed in the Namco
22 Case and in the Namvar Case establish a coordinated collection and distribution system. Pursuant
23 to this system, Reorganized Namco will act as the collection and disbursing agent for the Creditors
24 of Namco and it will also perform this role for the Creditors of the Namvar Estate, in its capacity
25 as the Liquidating Trustee of NLTCo (the liquidating trust being formed pursuant to the Namvar
26 Plan).

27 In its capacity as Reorganized Namco, Namco will collect, manage and over time sell or
28 otherwise dispose of all assets of the Namco Estate. Pursuant to the terms of the Inter-Estate

1 Settlement, eighty-five percent (85%) of the Net Collections generated from Reorganized
2 Namco's collection, management and disposition effort will remain with Reorganized Namco (the
3 "Namco Allocation"). The balance of the Net Collections, fifteen percent (15%) (the "Namvar
4 Allocation"), will be transferred to NLTCO.

5 In its capacity as the liquidating trustee of NLTCO, Reorganized Namco will collect,
6 manage and over time sell or otherwise dispose of all assets of the former Namvar Estate (which
7 will be transferred to NLTCO on the Effective Date of the Namvar Plan). Pursuant to the terms of
8 the Inter-Estate Settlement, fifteen percent (15%) of the Net Collections generated from NLTCO's
9 collection, management and disposition effort will remain with NLTCO (the "Namvar
10 Allocation"). The balance of the Net Collections, eight-five percent (85%) (the "Namco
11 Allocation"), will be transferred to Reorganized Namco.

12 Under the Plan in this case, NLTCO will deposit the Namvar Allocation into its operating
13 account. These funds will then be used to pay operating costs, Administrative Claims, Priority Tax
14 Claims, and the claims of all creditors holding claims senior in right or priority to the claims of
15 general unsecured claimants. The net funds remaining after these deductions, defined as
16 Distributable Funds under the Plan, will then be transferred, quarterly, to the Namvar Distribution
17 Account. NLTCO will then make distributions to the Class 3 claimants (comprised of Allowed
18 Unsecured Claims) from this account, pro rata.

19 **7.11. Claims Estimation Rights.** On the Confirmation Date, the Committees shall be
20 vested with standing to file a motion under 11 U.S.C. § 502(c), and they shall be authorized and
21 empowered to seek in such motion the estimation, for distribution purposes, of any Disputed
22 Claim seeking recourse to, or claiming an interest in, any asset of the Namco Estate or the Namvar
23 Estate. After the Bankruptcy Court estimates a Disputed Claimant's rights in, or against an asset of
24 the Estates through this procedure, the Committees shall have the right to use any funds or assets
25 not deemed subject to the rights of the Disputed Claimant, to pay the Allowed Claims under the
26 terms of the Plan, including Allowed Administrative Claims. Upon the filing of a Section 502(c)
27 motion by the Committees, all pending actions being pursued by the Trustees that would interfere
28 with, or that seek relief with respect to, the subject matter of the Section 502(c) motion, shall be

1 stayed, pending a ruling on the Section 502(c) motion. This procedure shall apply to the estimation
2 of claims seeking recourse to the Wilshire Bundy Proceeds.

3 **7.12. Loans Between Reorganized Namco and NLTCo.** Reorganized Namco is
4 authorized to loan funds to NLTCo, secured by a lien against funds payable on account of the
5 Namvar Allocation, on commercially reasonable terms, to the extent necessary to pay Effective
6 Date claims and expenses, or to fund post-Effective operating costs. Similarly, Reorganized
7 Namco is authorized to borrow funds from NLTCo, and it is authorized to secure this loan with a
8 lien against funds payable on account of the Namco Allocation, on commercially reasonable
9 terms, to the extent necessary to pay Effective Date claims and expenses, or to fund post-Effective
10 operating costs.

11 **7.13. No Payment of Transfer-Related Fees to the United States Trustee.** NLTCo
12 shall not be required to pay any fees to the United States Trustee based on any transfers of NLTCo
13 Property to NLTCo or from NLTCo.

14 **7.14. No Payment of Transfer-Related Fees to the Namvar Trustee.** NLTCo shall not
15 be required to pay any fees to the Namvar Trustee based on any transfers of NLTCo Property to or
16 from NLTCo.

17 **7.15. Books and Records of Trust.** The NLTCo Trustee, and to the extent of payments
18 and distributions by any Disbursing Agent, the Disbursing Agent, shall maintain an accounting of
19 receipts and disbursements of the Trust. The NLTCo Trustee shall maintain the books and records
20 of NLTCo, or provide storage for such book and records, for the longer of six (6) years, or while
21 NLTCo is in existence, provided that the Court may, upon application by the NLTCo Trustee,
22 authorize the NLTCo to destroy all of NLTCo's books and records at such time as NLTCo has no
23 further need for such books and records. NLTCo's books and records shall be open to inspection
24 by the Committees at all reasonable times.

25 **7.16. Limitations on Liability.** The NLTCo Trustee shall not be liable for any act it may
26 do or fail to do as the liquidating trustees hereunder while acting in good faith and in the exercise
27 of its best judgment. The NLTCo shall not be liable in any event for any claims, liabilities or
28 damages based upon or arising out of any conduct of the NLTCo Trustee in the course of its

1 activities as liquidating trustee, unless such claims, liabilities or damages arise from NLTCo's
2 gross negligence or willful misconduct.

3 The NLTCo Trustee, and the members of the New Board of Reorganized Namco shall not
4 be liable for any indebtedness, liability or obligation incurred or entered into on behalf of the
5 NLTCo, including, without limitation, indebtedness, liabilities or obligations under agreements,
6 undertakings or commitments entered into or executed on behalf of NLTCo by the NLTCo
7 Trustee or by any person employed by the NLTCo Trustee or NLTCo, it being expressly
8 understood that all such indebtedness, liabilities and obligations of, and claims against NLTCo,
9 shall be the sole responsibility of NLTCo and shall be satisfied only from NLTCo, or such portion
10 thereof as shall, under the terms of any agreement, be stated to be liable therefore. No claim or
11 cause of action may be asserted against the NLTCo Trustee, or any member of the New Board on
12 account of any indebtedness, liability or obligation entered into on behalf of NLTCo, whether by
13 legal or equitable proceedings, or by virtue of any bankruptcy or non-bankruptcy statute, rule or
14 regulation.

15 Any undertaking, contract or agreement entered into in writing by NLTCo may, except as
16 otherwise provided by the Plan or the NLTCo Agreement, expressly disclaim the personal liability
17 of NLTCo Trustee and the members of the New Board.

18 **7.17. No Credit Reporting.** The NLTCo shall have no duty or responsibility to provide
19 any person with any credit or other information with respect to NLTCo except as provided in the
20 Plan or the NLTCo Agreement.

21 **7.18. United States Federal Income Tax Treatment of the Holders of NLTCo**
22 **Beneficial Interests.** For all United States federal income tax purposes, the transfers by the
23 Debtor or Namvar Estate to NLTCo shall be treated by the Debtor, Namvar Estate, NLTCo and
24 the NLTCo Beneficiaries as a transfer of the NLTCo Property by the Debtor to the NLTCo
25 Beneficiaries followed by a transfer of the NLTCo Property by such NLTCo Beneficiaries to the
26 Trust. The NLTCo Beneficiaries shall be treated as the grantors and deemed owners of NLTCo for
27 United States federal income tax purposes. The NLTCo Trustee and the NLTCo Beneficiaries are
28 required to value their interests in the NLTCo Property consistently with the values placed upon

1 the NLTCo Property by NLTCo, and to use such valuations for all purposes. The NLTCo
2 Agreement shall provide for consistent valuations of the NLTCo Property by the NLTCo Trustee
3 and the NLTCo Beneficiaries, and shall provide that NLTCo will determine the fair market value
4 of the NLTCo Property within thirty (30) days after the Effective Date, and send such
5 determination to each NLTCo Beneficiary. By its acceptance of a NLTCo Beneficial Interest, each
6 recipient of such an interest will be conclusively deemed to agree to use such valuations for all
7 purposes, including, without limitation, in computing any gain recognized upon the exchange of
8 such holder's claim for purposes of determining any United States Federal income tax, and shall be
9 required to include those items of income, deductions and tax credits that are attributable to its
10 NLTCo Beneficial Interest in computing its taxable income.

11 **7.19. Termination of the Trust.** NLTCo shall continue in effect until the earlier of: (a)
12 the date that all NLTCo Property has been liquidated, all proceeds have been converted to cash or
13 distributed in kind, all NLTCo Expenses have been paid, all claims to be paid under the Plan for
14 which the NLTCo Trustee is obligated to make distributions on have been paid, all distributions to
15 be made with respect to the NLTCo Beneficial Interests have been made, all litigation to which
16 NLTCo is a party have been concluded by dismissal or an order issued by the court in which such
17 litigation is pending and such order has become "final" (consistent with the definition of Final
18 Order in this Plan for orders issued by the Bankruptcy Court), and the Chapter 11 Case has been
19 closed; and (b) the expiration of five (5) years from the Effective Date; provided, however, that
20 NLTCo may request the Bankruptcy Court to extend the permitted life of NLTCo for such
21 additional period as is reasonably necessary to conclude the liquidation and distributions, not to
22 exceed a total of ten (10) years from the Effective Date, which request shall be filed so the
23 Bankruptcy Court may consider and rule on the request within six (6) months prior to the
24 expiration of the initial five-year term.

25 **7.20. Exemption from Certain Transfer Taxes.** In accordance with Section 1146(c) of
26 the Bankruptcy Code, the issuance, transfer or exchange of a security or the making or delivery of
27 an instrument of transfer under this Plan may not be taxed under any law imposing a stamp tax or
28 similar tax. All governmental officials and agents shall forego the assessment and collection of

1 any such tax or governmental assessment and shall accept for filing and recordation any of the
2 foregoing instruments or other documents without payment of such tax or other governmental
3 assessment.

4 7.21. **Tax Consequence of The Plan.** The implementation of the Plan may have federal,
5 state and local tax consequences to the Debtor, Creditors and Interest Holders. No tax opinion has
6 been sought or will be obtained with respect to any tax consequences of the Plan. This Disclosure
7 Statement does not constitute and is not intended to constitute either a tax opinion or tax advice to
8 any person, and the summary contained herein is provided for informational purposes only.

9 **CREDITORS AND INTEREST HOLDERS ARE ADVISED TO CONSULT WITH**
10 **THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM**
11 **AND TO THE DEBTOR OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN,**
12 **INCLUDING FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES.**

13 **ARTICLE VIII**

14 **POST-CONFIRMATION OBJECTIONS; ESTIMATION OF CLAIMS**

15 8.1 **Objections To Claims.** Prior to the Effective Date, the Namvar Trustee and the
16 Committees shall have the right to and standing to (i) object to and contest the allowance of any
17 Disputed Claim, including any alleged Secured Claim, by means of objections to Claims, and
18 (ii) compromise and settle such objections to Disputed Claims, until the Effective Date. After the
19 Effective Date, this power shall be vested in the NLTCo Trustee.

20 8.2 **Claim Objection Deadline.** All objections to Claims shall be filed with the Court
21 and served upon the holders of such Claims no later than the Claim Objection Deadline, except as
22 extended by an agreement between the claimant and the Debtor, or by order of the Court upon a
23 motion filed by the Namvar Trustee, if prior to the Effective Date, or by the NLTCo Trustee, if
24 filed after the Effective Date, with notice of such motion to be served upon the Office of the
25 United States Trustee and those holders of Disputed Claims to which the objection is made.

26 If an objection has not been filed to a proof of claim that relates to a Disputed Claim by the
27 Claim Objection Deadline, the Claim to which the proof of claim relates shall be treated as an
28 Allowed Claim for purposes of distribution under the Plan.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XI

EFFECT OF CONFIRMATION OF THE PLAN

11.1 **Jurisdiction of Bankruptcy Court.** Until the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Debtor, its assets and the Namvar Estate. Thereafter, jurisdiction of shall be limited to the subject matters set forth in Article XII of the Plan.

11.2 **Binding Effect.** Except as otherwise provided in section 1141(d) of the Bankruptcy Code, on and after the Effective Date, the provisions of the Plan shall bind any holder of a Claim against the Debtor and such holder’s respective successors and assigns, whether or not the Claim of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

11.3 **Exculpation.** The Debtor, the Committees, their individual members, and their representatives, Professionals, advisors, attorneys, financial advisors, investment bankers or agents (solely with respect to the work, services, conduct and opinions rendered in connection with the Case, or in performance of their obligations in the Namco Case) shall neither have nor incur, and are hereby released from, any Claim, obligation, cause of action or liability to one another or to any holder of a Claim or an Interest, or any other party in interest, or any of its members, representatives, advisors, attorneys, financial advisors, investment bankers, agents, or affiliates, or any of its successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Namvar Case, the pursuit of Confirmation of the Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under the Plan, except for (i) claims which arise or relate to actions or omissions occurring prepetition, and (ii) willful misconduct or gross negligence at any time.

XII

JURISDICTION

12.1 **Retention of Jurisdiction.** Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Court shall retain, after the Effective Date, exclusive jurisdiction of all matters arising out of, arising in or related to, the Namvar Case, to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

1 12.1.1 Allowance of Claims or Interests. The Court shall retain jurisdiction to
2 allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or
3 unsecured status of any Claim (whether filed before or after the Effective Date and whether or not
4 contingent, disputed or unliquidated), including the compromise, settlement and resolution of any
5 request for payment of any Administrative Claim, Gap Claim or Priority Claim, the resolution of
6 any objections to the allowance or priority of Claims and the resolution of any dispute as to the
7 treatment necessary to reinstate a Claim pursuant to this Plan, and to hear and determine any other
8 issue presented hereby or arising hereunder, including during the pendency of any appeal relating
9 to any objection to such Claim (to the extent permitted under applicable law).

10 12.1.2 Executory Contract Proceedings. The Court shall retain jurisdiction to act
11 with respect to proceedings regarding the rejection of any executory contract or unexpired lease of
12 the Debtor pursuant to sections 365 and 1123 of the Bankruptcy Code and Article IX of the Plan,
13 and to determine the allowance and proper classification of any Claims arising from the resolution
14 of any such proceedings.

15 12.1.3 Plan Interpretation. The Court shall retain jurisdiction to resolve
16 controversies and disputes regarding the interpretation of the Plan, the Confirmation Order, and
17 the NLTCo Agreement.

18 12.1.4 Plan Implementation. The Court shall retain jurisdiction to implement and
19 enforce the provisions of the Plan, the Confirmation Order, and NLTCo Agreement, and otherwise
20 to enter orders in aid of confirmation and implementation of the Plan, including, without
21 limitation, appropriate orders to protect the NLTCo Agreement from any action or other
22 proceeding that may be initiated by any Creditor or Interest Holder.

23 12.1.5 Plan Modification. The Court shall retain jurisdiction to modify the Plan
24 pursuant to section 1127 of the Bankruptcy Code and the applicable Bankruptcy Rules.

25 12.1.6 Adjudication of Controversies. The Court shall retain jurisdiction to
26 adjudicate such contested matters and adversary proceedings as may be pending or subsequently
27 initiated in the Court including, but not limited to, objections to Claims, or actions relating to
28 taxes, brought by the Debtor or the NLTCo Trustee.

1 Order.

2 13.2 **Withdrawal of this Plan.** The Plan Proponents reserve the right, at any time prior
3 to the substantial consummation (as that term is defined in section 1101(2) of the Bankruptcy
4 Code) of this Plan, to revoke or withdraw this Plan. If this Plan is revoked or withdrawn or if the
5 Confirmation Date does not occur, this Plan shall be null and void and have no force and effect. In
6 such event, nothing contained herein shall be deemed to constitute a waiver or release of any
7 claims or interests by or against the Plan Proponents or any other Person, constitute an admission
8 of any fact or legal conclusion by the Debtor or any other Person or to prejudice in any manner the
9 rights of the Plan Proponents or any Person in any further proceeding involving the Plan
10 Proponent.

11 13.3 **Plan Modification.** The Plan Proponents may alter, amend, or modify this Plan
12 under section 1127 of the Bankruptcy Code or as otherwise permitted at any time before the
13 Confirmation Date. After the Confirmation Date and before the substantial consummation of this
14 Plan, and in accordance with the provisions of section 1127(b) of the Bankruptcy Code and the
15 Bankruptcy Rules, the Plan Proponents, the NLTCo Trustee and any party in interest may, so long
16 as the treatment of holders of Claims under this Plan is not adversely affected, institute
17 proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any
18 inconsistencies in this Plan, the Disclosure Statement or the Confirmation Order and any other
19 matters as may be necessary to carry out the purposes and effects of this Plan. However, prior
20 notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

21 13.4 **Inconsistency.** To the extent there is an inconsistency or ambiguity between any
22 term or provision contained in the Disclosure Statement and the Plan, the Plan shall control.

23 13.5 **Headings Do Not Control.** In interpreting this document, the headings of
24 individual sections are provided for convenience only, and are not intended to control over the text
25 of any section.

26 13.6 **No Transfer Taxes.** Pursuant to section 1146(c) of the Bankruptcy Code, no
27 transfer or sale by the Debtor that has occurred during the Case shall be subject to any stamp tax,
28 transfer tax or similar tax.

1 13.7 **Taking Action.** After the Effective Date, to the extent the Plan requires an action
2 by the Debtor, the action shall be taken by the NLTCo Trustee, as representative and on behalf of
3 the Estate.

4 13.8 **Limitation of Liability.** Neither the Debtor, the Namvar Trustee, the Committees
5 or any of their respective officers, directors, employees, trustees, members, or agents, nor any
6 Professionals employed by one or more of them, shall have or incur any liability to any person for
7 any act taken or omission made in good faith in connection with or related to: (a) the business
8 judgment of the Debtor and any affiliated entities, including, but not limited to, the filing of the
9 Namvar Case; (b) the post-Petition Date administration of the Namco Case, including, but not
10 limited to, the formulation, implementation, confirmation, or consummation of the Plan, the
11 Disclosure Statement, the business operations of the Debtor, liquidation of the Debtor' assets, the
12 negotiation and implementation of any settlement agreement or any security contract, instrument,
13 release, or other agreement or document created in connection with the Plan, or regarding any
14 distributions made pursuant to the Plan, other than a claim based, in whole or in part, upon a
15 breach of a written contract.

16 13.9 **United States Trustee's Fees.** All fees payable to the Office of the United States
17 Trustee after the Effective Date shall be paid by the Trusts except as otherwise provided herein.

18 13.10 **Governing Law.** Except to the extent that the Bankruptcy Code or Bankruptcy
19 Rules or other federal laws are applicable, and subject to the provisions of any other agreement or
20 document entered into in connection with the Plan, the construction, implementation and
21 enforcement of this Plan and all rights and obligations arising under the Plan shall be governed by,
22 and construed and enforced in accordance with, the laws of the State of California, without giving
23 effect to conflicts of law principles which would apply the law of a jurisdiction other than the State
24 of California or the United States of America.

25 13.11 **Notice.** Any notice required or permitted to be provided under this Plan shall be in
26 writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand
27 delivery, or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:
28

1 To the Plan Proponents:

2 Melissa Davis (State Bar No. 245521)
3 SHULMAN, HODGES & BASTIAN, LLP
4 8105 Irvine Center Drive, Suite 600
5 Irvine, CA 92618
6 Telephone: (949) 340-3400
7 Facsimile: (949) 340-3000

8 Attorneys for Official Committee
9 of Unsecured Creditors for EZRI NAMVAR

10 William N. Lobel (State Bar No. 093202)
11 Mike D. Neue (State Bar No. 179303)
12 THE LOBEL FIRM, LLP
13 840 Newport Center Drive, Suite 750
14 Newport Beach, California 92660
15 Telephone: (949) 999-2860
16 Facsimile: (949) 999-2870

17 Stuart I. Koenig (State Bar No. 102764)
18 CREIM, MACIAS, KOENIG & FREY, LLP
19 633 West Fifth Street, 51st Floor
20 Los Angeles, CA 90071
21 Telephone: (213) 614-1944
22 Facsimile: (213) 614-1961

23 Attorneys for Official Committee
24 of Unsecured Creditors for NAMCO CAPITAL GROUP, INC.

25 13.12 **Filing of Additional Documents.** On or before substantial consummation of this
26 Plan, the Liquidating Trustees shall issue, execute, deliver, and file with the Bankruptcy Court or
27 record any agreements and other documents, and take any action as may be necessary or
28 appropriate to effectuate, consummate and further evidence the terms and conditions of this Plan,
including by making such supplemental disclosures or notices as the NLTCo Trustee deems useful.

13.13 **No Attorneys' Fees.** No attorneys' fees will be paid by the Namco Trustee or the
Liquidating Trustees with respect to any Claim or Interest, except as expressly specified herein or
allowed by a Final Order of the Bankruptcy Court.

13.14 **Successors and Assigns.** The rights, benefits and obligations of any Person named
or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor,
administrator, successor or assign of such Person.

13.15 **Preservation of Rights of Setoff.** The Debtor may, but shall not be required to,
setoff against any Claim, and the payments or other distributions to be made pursuant to this Plan

1 in respect of such Claim, claims of any nature whatsoever that the Debtor may have against the
2 holder of such Claims; but neither the failure to do so nor the Allowance of any Claim hereunder
3 shall constitute a waiver or release by the Debtor of any such claim that the Debtor may have
4 against such holder.

5 **13.16 Defenses with Respect to Claims.** Except as otherwise provided in this Plan,
6 nothing shall affect the rights and legal and equitable defenses of the Debtor with respect to any
7 Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupments
8 against Claims.

9 **13.17 No Injunctive Relief.** No Claim or Interest shall under any circumstances be
10 entitled to specific performance or other injunctive, equitable, or other prospective relief.

11 **13.18 No Admissions.** Notwithstanding anything herein to the contrary, nothing
12 contained in this Plan shall be deemed an admission by the Plan Proponents with respect to any
13 matter set forth herein, including, without limitation, liability on any Claim or Interest or the
14 propriety of any classification of any Claim or Interest.

15 DATED: March __, 2011

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR EZRI NAMVAR

16

17

18

By: SIGNATURE ATTACHED
Marc Asheghian, Chairman

19

DATED: March __, 2011

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR NAMCO CAPITAL
GROUP, INC.

20

21

22

By: SIGNATURE ATTACHED
Abraham B. Assil, Chairman

23

24

25

26

27

28

1 **Presented by:**

2

3 /s/ Melissa R. Davis
Leonard M. Shulman
4 Melissa Davis
SHULMAN, HODGES & BASTIAN, LLP

5 Attorneys for Official Committee of
6 Unsecured Creditors for the estate of Ezri Namvar

7

8 **SIGNATURE ATTACHED**
William N. Lobel
9 Mike D. Neue
THE LOBEL FIRM, LLP

10 **SIGNATURE ATTACHED**
11 Stuart I. Koenig
12 CREIM, MACIAS, KOENIG & FREY, LLP

13 Attorneys for Official Committee of
14 Unsecured Creditors for Namco Capital Group, Inc.

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 setoff against any Claim, and the payments or other distributions to be made pursuant to this Plan
2 in respect of such Claim, claims of any nature whatsoever that the Debtor may have against the
3 holder of such Claims; but neither the failure to do so nor the Allowance of any Claim hereunder
4 shall constitute a waiver or release by the Debtor of any such claim that the Debtor may have
5 against such holder.

6 13.16 **Defenses with Respect to Claims.** Except as otherwise provided in this Plan,
7 nothing shall affect the rights and legal and equitable defenses of the Debtor with respect to any
8 Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupments
9 against Claims.

10 13.17 **No Injunctive Relief.** No Claim or Interest shall under any circumstances be
11 entitled to specific performance or other injunctive, equitable, or other prospective relief.

12 13.18 **No Admissions.** Notwithstanding anything herein to the contrary, nothing
13 contained in this Plan shall be deemed an admission by the Plan Proponents with respect to any
14 matter set forth herein, including, without limitation, liability on any Claim or Interest or the
15 propriety of any classification of any Claim or Interest.

16 DATED: March __, 2011

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR EZRI NAMVAR

17
18 By: 

Mansoor Alyeshmerni, Chairman

19
20 DATED: March __, 2011

MARE ASHEGHIAN
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR NAMCO CAPITAL
GROUP, INC.

21
22
23 By: _____
24 Abraham B. Assil, Chairman

25
26
27
28

1 **Presented by:**

2

3


Leonard M. Shulman
Melissa Davis
SHULMAN, HODGES & BASTIAN, LLP

5

Attorneys for Official Committee of
Unsecured Creditors for the estate of Ezri Namvar

7

8



William N. Lobel
Mike D. Neue
THE LOBEL FIRM, LLP

10

11

Stuart I. Koenig
CREIM, MACIAS, KOENIG & FREY, LLP

12

Attorneys for Official Committee of
Unsecured Creditors for Namco Capital Group, Inc.

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 In respect of such Claim, claims of any nature whatsoever that the Debtor may have against the
 2 holder of such Claims; but neither the failure to do so nor the Allowance of any Claim hereunder
 3 shall constitute a waiver or release by the Debtor of any such claim that the Debtor may have
 4 against such holder.

5 **13.16 Defenses with Respect to Claims.** Except as otherwise provided in this Plan,
 6 nothing shall affect the rights and legal and equitable defenses of the Debtor with respect to any
 7 Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupments
 8 against Claims.

9 **13.17 No Injunctive Relief.** No Claim or Interest shall under any circumstances be
 10 entitled to specific performance or other injunctive, equitable, or other prospective relief.

11 **13.18 No Admissions.** Notwithstanding anything herein to the contrary, nothing
 12 contained in this Plan shall be deemed an admission by the Plan Proponents with respect to any
 13 matter set forth herein, including, without limitation, liability on any Claim or Interest or the
 14 propriety of any classification of any Claim or Interest.

15 DATED: March __, 2011

OFFICIAL COMMITTEE OF UNSECURED
 CREDITORS FOR EZRI NAMVAR

16
 17
 18 By: _____
 Marc Asheghian, Chairman

19 DATED: March __, 2011

20 OFFICIAL COMMITTEE OF UNSECURED
 21 CREDITORS FOR NAMCO CAPITAL
 22 GROUP, INC.

23 By: 
 Abraham B. Assil, Chairman

24
 25
 26
 27
 28

1 **Presented by:**

2

3

Leonard M. Shulman
Melissa Davis
SHULMAN, HODGES & BASTIAN, LLP

5

Attorneys for Official Committee of
Unsecured Creditors for the estate of Ezri Namvar

7

8

William N. Lobel
Mike D. Neue
THE LOBEL FIRM, LLP

10

11



Stuart I. Koenig
CREIM, MACIAS, KOENIG & FREY, LLP

12

13

Attorneys for Official Committee of
Unsecured Creditors for Namco Capital Group, Inc.

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28