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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

CASTLE ARCH REAL ESTATE INVESTMENT COMPANY, LLC; CAOP MANAGERS, LLC; CASTLE ARCH KINGMAN, LLC; CASTLE ARCH SECURED DEVELOPMENT FUND, LLC; CASTLE ARCH SMYRNA, LLC; CASTLE ARCH STAR VALLEY, LLC; *and*

CASTLE ARCH OPPORTUNITY PARTNERS I, LLC; CASTLE ARCH OPPORTUNITY PARTNERS II, LLC,

Debtors.

Case Nos. 11-35082, 11-35237,
11-35243, 11-35242 and 11-35246
(Substantively Consolidated)

Case Nos. 11-35241 and 11-35240
(Jointly Administered)

(Chapter 11)
The Honorable Joel T. Marker

- Affects All Debtors
- Affects Only the Substantively Consolidated Debtors
- Affects only Castle Arch Opportunity Partners I, LLC
- Affects only Castle Arch Opportunity Partners II, LLC

**SECOND AMENDED CHAPTER 11 TRUSTEE'S PLAN OF LIQUIDATION
DATED FEBRUARY 25, 2013**

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D. Ray Strong, the duly appointed Chapter 11 Trustee (“Trustee”) of the “Consolidated Legacy Debtors,” Castle Arch Real Estate Investment Company, LLC (“CAREIC”), CAOP Managers, LLC (“CAOP Managers”), Castle Arch Kingman, LLC (“CAK”) Castle Arch Secured Development Fund, LLC (“CASDF”), Castle Arch Smyrna, LLC (“CAS”), and Castle Arch Star Valley, LLC (“CASV”), and in that capacity as manager of Castle Arch Opportunity Partners I, LLC (“CAOP I”) and Castle Arch Opportunity Partners II, LLC (“CAOP II”) (collectively, the “CAOP Debtors” and the CAOP Debtors collectively with the Consolidated Legacy Debtors, the “Debtors”), proposes this Plan of Liquidation (the “Plan”) under Section 1121(c) of title 11 of the United States Code (the “Bankruptcy Code”).

On October 17th and 20th, 2011, the Debtors commenced the above-captioned Bankruptcy Cases by filing voluntary petitions under Chapter 11 of the Bankruptcy Code. The Trustee was appointed on May 3, 2012. Sent to you in the same envelope as this document is the Disclosure Statement that has been approved by the Bankruptcy Court and that is provided to help you understand the Plan. All holders of Claims and Equity Interests are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. The Disclosure Statement for the Plan contains a summary of the Plan and discusses the Debtors’ history, assets and liabilities. Reading the summary of the Plan contained in the Disclosure Statement, however, is not a substitute for reading the Plan. As the provisions of the Plan control, all holders of Claims and Equity Interests are encouraged to carefully read the Plan. No solicitation materials, other than the Disclosure Statement, the Disclosure Statement Exhibits, any Exhibits attached to this Plan and the related materials transmitted with the Disclosure Statement or Plan have been approved by the Bankruptcy Court for use in soliciting acceptances or rejections to the Plan.

ARTICLE I

DEFINITIONS, CONSTRUCTION OF TERMS, SUPPLEMENTAL DOCUMENTS

1.1. Defined Terms. For purposes of this Plan, the following terms shall have the meanings specified in this Section 1.1 (such meanings to be equally applicable to both the singular and the plural, and the masculine, feminine and neuter, regardless of how stated):

“Administrative Expense Claim” shall mean a Claim that is allowed under Section 503(b) of the Bankruptcy Code and that is entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including, without limitation: (a) fees and expenses of Professionals allowed pursuant to an Order of the Bankruptcy Court; and (b) all fees and charges assessed against the Estates pursuant to 28 U.S.C. § 1930.

“Administrative Expense Claim Bar Date” shall have the meaning attributed to this phrase in Article IV, Section 4.2(d) of the Plan.

“Allowed . . . Claim” shall mean a Claim against a Debtor:

(a) as is listed in the Schedules filed in such Debtor’s Bankruptcy Case, provided that the Claim is not listed in the Schedules as disputed, contingent or unliquidated;

(b) as is stated in a proof of Claim which is filed before the expiration of the applicable Bar Date and either (i) no objection to the allowance thereto, or application to estimate, equitably subordinate or otherwise limit recovery, has been made on or before any applicable deadline set forth in this Plan, or (ii) if an objection thereto, or application to estimate, equitably subordinate or otherwise limit recovery has been interposed, the extent to which such Claim has been Allowed (whether in whole or in part) by a Final Order either as a result of suit or by settlement agreement;

(c) as is arising from the recovery of property under Section 550 or 553 of the Bankruptcy Code to the extent allowed under Section 502(h) of the Bankruptcy Code;

(d) as is allowed pursuant to a Final Order or a settlement agreement authorized to be entered into in this Plan; or

(e) that is a Post-Effective Date Estate Administration Claim that is allowed pursuant to a Final Order.

“Allowed . . . Interest” shall mean an Equity Interest in a Debtor:

(a) as is designated in the List of Equity Security Holders filed in such Debtor’s Bankruptcy Case, provided that such Equity Interest is not listed as disputed or contingent;

(b) as stated in a proof of Equity Interest which is filed prior to the expiration of the Equity Security Bar Date and to which no objection to the allowance thereof has been interposed; or

(c) as is allowed pursuant to a Final Order or a settlement agreement authorized to be entered into in this Plan.

“Avoidance Actions” shall mean Causes of Action arising or held by any of the Estates under Sections 502, 510, 541, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or under related or incorporated state or federal statutes and common law, including fraudulent transfer laws.

“Ballot” shall mean each of the ballot forms for voting to accept or reject this Plan distributed to all those Persons entitled to vote on the Plan as provided for in Articles II, III and V hereof.

“Bankruptcy Case” shall mean the Chapter 11 case of a particular Debtor pending in the Bankruptcy Court.

“Bankruptcy Cases” shall mean collectively the above-captioned Chapter 11 cases pending in the Bankruptcy Court that are being jointly administered by the Bankruptcy Court, including the Bankruptcy Cases of the Consolidated Legacy Debtors administered under Bankruptcy Case No. 11-35082.

“Bankruptcy Code” shall mean title 11 of the United States Code, as amended from time to time, as applicable to the Bankruptcy Cases.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Utah in which the Bankruptcy Cases are pending and, to the extent of any reference under 28 U.S.C. § 157, the unit of such District Court specified pursuant to 28 U.S.C. § 151.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075, and any local rules of the Bankruptcy Court.

“Bar Date” shall mean any deadline to file an application for allowance of or proof of Claims or Equity Interests established in the Bankruptcy Cases or in this Plan, including without limitation the Claim Bar Date, the Equity Security Bar Date, the Administrative Expense Claim Bar Date, the Professional Administrative Expense Claim Bar Date, and the Contract Rejection Claim Bar Date.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday recognized in the State of Utah.

“CAK” shall mean Castle Arch Kingman, LLC, a Consolidated Legacy Debtor.

“CAOP I” shall mean Castle Arch Opportunity Partners I, LLC, a debtor in the jointly administered Bankruptcy Cases under Case No. 11-35240.

“CAOP I Common Interest” shall mean an Equity Interest that is issued as common stock or units in CAOP I.

“CAOP I Preferred Interest” shall mean an Equity Interest that is based on a Preferred Unit in CAOP I.

“CAOP I Trust” shall mean the CAOP I Liquidating Trust established by the CAOP I Trust Agreement.

“CAOP I Trust Agreement” shall mean the CAOP I Liquidating Trust Agreement included in the Plan Documents Supplement.

“CAOP I Trust Assets” shall mean all assets of CAOP I, other than its Retained Funds, transferred to the CAOP I Trust on the Effective Date and administered by the CAOP I Trust.

The CAOP I Trust Assets expressly includes the Individual Claims defined in Section 6.4 of Article VI of this Plan.

“CAOP I Trust Beneficiaries” shall mean holders of Allowed General Unsecured Claims and Allowed CAOP I Preferred Interests provided beneficial interests in the CAOP I Trust pursuant to the Plan and the CAOP I Trust Agreement.

“CAOP I Trustee” shall mean D. Ray Strong, the Person who is the trustee of the CAOP I Trust pursuant to the CAOP I Trust Agreement.

“CAOP II” shall mean Castle Arch Opportunity Partners II, LLC, a debtor in the jointly administered Bankruptcy Cases under Case No. 11-35241.

“CAOP II Common Interest” shall mean an Equity Interest that is issued as common stock or units in CAOP II.

“CAOP II Preferred Interest” shall mean an Equity Interest that is based on a Preferred Unit in CAOP II.

“CAOP II Trust” shall mean the CAOP II Liquidating Trust established by the CAOP II Trust Agreement.

“CAOP II Trust Agreement” shall mean the CAOP II Liquidating Trust Agreement included in the Plan Documents Supplement.

“CAOP II Trust Assets” shall mean all assets of CAOP II, other than its Retained Funds, transferred to the CAOP II Trust on the Effective Date and administered by the CAOP II Trust. The CAOP II Trust Assets expressly includes the Individual Claims defined in Section 6.4 of Article VI of this Plan.

“CAOP II Trust Beneficiaries” shall mean holders of Allowed General Unsecured Claims and Allowed CAOP II Preferred Interests provided beneficial interests in the CAOP II Trust pursuant to the Plan and the CAOP II Trust Agreement.

“CAOP II Trustee” shall mean D. Ray Strong, the Person who is the trustee of the applicable CAOP II Trust pursuant to the CAOP II Trust Agreement.

“CAOP Debtors” shall mean collectively CAOP I and CAOP II.

“CAOP Managers” shall mean Castle Arch Opportunity Partners Managers, LLC or CAOP Managers, LLC, a Consolidated Legacy Debtor.

“CAOP Trust Agreements” shall mean collectively, the CAOP I Liquidating Trust Agreement and the CAOP II Liquidating Trust Agreement included in the Plan Documents Supplement.

“CAOP Trusts” shall mean collectively the CAOP I Trust and the CAOP II Trust.

“CAREIC” shall mean Castle Arch Real Estate Investment Company, LLC, a Consolidated Legacy Debtor.

“CAREIC Affiliate” shall mean the Debtor Affiliates and Non-Debtor Affiliates, and includes without limitation all Entities (a) for which CAREIC served as manager prior to the Petition Date, and/or (b) of which CAREIC is a controlling Equity Security Holder.

“CAS” shall mean Castle Arch Smyrna, LLC, a Consolidated Legacy Debtor.

“CASDF” shall mean Castle Arch Secured Development Fund, LLC, a Consolidated Legacy Debtor.

“CASV” shall mean Castle Arch Star Valley, LLC, a Consolidated Legacy Debtor.

“Cash” shall mean lawful currency of the United States of America (including wire transfers, cashier’s checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

“Cash Management Order” shall mean that *Order Granting Emergency Motion by D. Ray Strong, Chapter 11 Trustee for Castle Arch Real Estate Investment Company, LLC Seeking Approval of Proposed Use of Cash on an Interim Basis* [Docket No. 233], that *Order Granting Motion By D. Ray Strong, Chapter 11 Trustee for Castle Arch Real Estate Investment Company, LLC Seeking Approval of Proposed Cash Management Plan* [Docket No. 258] and any other Order related to the management of Cash by the Trustee or Management Fees entered by the Bankruptcy Court prior to the Confirmation Hearing.

“Causes of Action” shall mean, without limitation, any and all actions, causes of action, defenses, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, Claims or proceedings to recover money or property and demands of any nature whatsoever, whether known or unknown, in law, equity or otherwise, including, without limitation, Avoidance Actions, actions for subordination of any kind, including under 11 U.S.C. §§ 506 and 510, actions under common law, including but not limited to actions for disgorgement, fraud of any kind, bad faith, breach of any duty, mismanagement, unjust enrichment, breach of contract, negligence, any Claim arising from or relating to any Equity Securities, and any Claim that any Investor may have arising under state or federal securities laws.

“Claim” shall mean a claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including, without limitation (i) any right to payment, whether or not such right is reduced to judgment, and whether or not such right is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance, if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to

judgment, or is fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Claim Bar Date” shall mean: (i) February 21, 2012 with respect to a Claim asserted against any of the Debtors other than a Claim of a Governmental Unit; and (ii) April 16, 2012 with respect to a Claim of a Governmental Unit (including any District) against any of the Debtors.

“Class” shall mean those classes designated in Article V of this Plan.

“Collateral” shall mean any property or interest in property of any one of the Debtors’ Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

“Committee” shall mean the Official Unsecured Creditors’ Committee that was appointed in CAREIC’s Bankruptcy Case, Case No. 11-35082.

“Committee Member” shall mean those Persons who have been appointed as members of the Committee.

“Committee Professionals” shall mean those Professionals employed by the Committee.

“Confirmation Date” shall mean the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket in the Bankruptcy Cases.

“Confirmation Hearing” shall mean May 13, 2013 at 2:00 p.m. (Mountain Time), or any date to which the Bankruptcy Court continues said date on the record without the need for further notice.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to the provisions of the Bankruptcy Code, any Findings of Fact and Conclusions of Law related to the same, and any supplementary orders of the Bankruptcy Court issued in furtherance of the Plan.

“Conflicts Referee” shall mean the Person appointed pursuant to the Liquidating Trust Agreements and as referenced in Article VI, Section 6.8 of this Plan.

“Consolidated Legacy Debtors” shall mean CAREIC, CAK, CAOP Managers, CAS, CASDF and CASV.

“Consolidation Order” shall mean the *Order Granting Chapter 11 Trustee’s Motion to Substantively Consolidate CAOP Managers, LLC; Castle Arch Kingman, LLC; Castle Argh Smyrna, LLC; Castle Arch Secured Development Fund, LLC; Castle Arch Star Valley, LLC; and*

Castle Arch Real Estate Investment Company, LLC entered by the Bankruptcy Court in the Bankruptcy Cases on February 8, 2013 as Docket No. 590.

“Contingent or Unliquidated Claim” shall mean any Claim for which a proof of Claim has been filed with the Bankruptcy Court but which was not filed in a sum certain, or which has not occurred and is dependent upon a future event that has not occurred or may never occur, and which has not been Allowed.

“Contract Rejection Claim Bar Date” shall have the meaning attributed to it in Article VIII, Section 8.2 of the Plan.

“Debtor” shall mean CAK, CAOP I, CAOP II, CAOP Managers, CAREIC, CAS CASDF, or CASV.

“Debtor Affiliate” shall mean a Debtor, other than CAREIC.

“Debtors” shall mean collectively CAK, CAOP I, CAOP II, CAOP Managers, CAREIC, CAS, CASDF and CASV.

“DIP Management Fees” shall have the meaning attributed to it in Article VI, Section 6.5.2 of the Plan.

“Disallowed . . . Claim” shall mean a Claim against a Debtor:

(a) that is listed in the Schedules in such Debtor’s Bankruptcy Case as unliquidated, disputed or contingent for which no proof of Claim has been filed prior to a Bar Date;

(b) that is for interest after the Petition Date;

(c) that is disallowed under Section 502(d) of the Bankruptcy Code;

(d) that is asserted in an amount greater than an amount fixed pursuant to a Final Order or pursuant to a settlement agreement that is authorized to be entered into in this Plan; or

(e) that is disallowed as provided for in any Final Order.

“Disallowed . . . Interest” shall mean an Equity Interest in a Debtor:

(a) that is not listed on the List of Equity Security Holders filed in such Debtor’s Bankruptcy Case, or that is designated in such List of Equity Security Holders as an Equity Interest that is disputed or contingent for which no proof of Interest has been filed prior to the Equity Security Bar Date;

(b) that is asserted in an amount greater than the Investor Interest of the holder of the Equity Interest;

(c) that is asserted in an amount greater than an amount fixed pursuant to a Final Order or pursuant to a settlement agreement that is authorized to be entered into in this Plan; or

(d) that is disallowed as provided for in any Final Order.

“Disclosure Statement” shall mean the disclosure statement relating to the Plan, including, without limitation, all Exhibits and schedules thereto, in the form approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code and any amendments thereto.

“Disclosure Statement Exhibit” shall mean the Exhibits attached to the Disclosure Statement, if any, which are incorporated in the Disclosure Statement and this Plan by reference.

“Disputed . . . Claim” shall mean a Claim against a Debtor which is not an Allowed Claim, including without limitation, any Claim:

(a) that is listed in the Schedules as unliquidated, disputed or contingent;

(b) for which no proof of Claim has been filed prior to an applicable Bar Date and that is listed in the Schedules of such Debtor as unliquidated, disputed or contingent;

(c) if a proof of Claim has been filed, a Claim as to which a timely objection, adversary proceeding, request for estimation, or request to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, has been made, or which is otherwise disputed by the Trustee in accordance with applicable law, which objection, adversary proceeding, request for estimation, action to limit recovery or dispute has not been withdrawn or determined by Final Order; or

(d) a Claim which is a Contingent or Unliquidated Claim.

“Disputed . . . Interest” shall mean an Equity Interest in a Debtor that is not an Allowed Interest, including without limitation, an Equity Interest that is in an amount greater than an Investor Interest and an Equity Interest in a Debtor:

(a) designated as disputed or contingent in the List of Equity Security Holders filed in a Debtor’s Bankruptcy Case;

(b) to which an objection to the allowance thereof has been filed on or before the date set forth in Article VII, Section 7.1 of the Plan; or

(c) which is disallowed by Final Order.

“Disputed Claims Reserve” shall have the meaning set forth in Article VII, Section 7.4.1 of the Plan.

“Distribution” shall mean any distribution to a holder of an Allowed Claim or Allowed Equity Interest under the Plan or a Liquidating Trust Agreement.

“Distribution Record Date” shall mean the Confirmation Date.

“Effective Date” shall mean the date which is 45 days after the Confirmation Date, or if such date is not a Business Day, the next succeeding Business Day; *provided, however*, that if, as of such date, all conditions precedent to the occurrence of the Effective Date set forth in Article IX, Section 9.2 of the Plan have not been satisfied or waived, then the first Business Day immediately following the day upon which all such conditions have been satisfied or waived.

“Equity Interest” means an Equity Security in a Debtor limited to the Investor Interest.

“Equity Security” shall have the meaning set forth in Section 101(16) of the Bankruptcy Code with regard to CAREIC or any CAREIC Affiliate, and includes Consolidated Legacy Debtor Common Interests, Consolidated Legacy Debtor Preferred Interests, CAOP I Common Interests, CAOP I Preferred Interests, CAOP II Common Interests, and CAOP II Preferred Interests.

“Equity Security Bar Date” shall mean April 20, 2012, the date set by the Bankruptcy Court for Equity Security Holders to file a proof of Equity Interest against a Debtor.

“Equity Security Holder” shall have the meaning set forth in Section 101(17) of the Bankruptcy Code.

“Estate” or “Estates” shall mean (a) the bankruptcy estate created for each Debtor in these Bankruptcy Cases pursuant to Section 541 of the Bankruptcy Code, (b) collectively, the bankruptcy estates created for each of the Debtors pursuant to Section 541 of the Bankruptcy Code, and (c) the Legacy Consolidated Estate.

“Final Decree” shall mean a Final Order of the Court closing any one or all of the Bankruptcy Cases.

“Final Order” shall mean an order or judgment which has not been reversed, stayed, modified or amended and, as to which (i) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending, or (ii) if appeal, review, reargument or certiorari of the order has been sought, the order has been affirmed or the request for review, reargument or certiorari has been denied and the time to seek a further appeal, review, reargument or certiorari has expired, and as a result of which such order shall have become final and nonappealable in accordance with applicable law; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil

Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“General Unsecured Claim” shall mean a Claim that is not (a) a Secured Tax Claim, (b) a Secured Claim, or (c) a Claim entitled to priority of payment under Section 507 of the Bankruptcy Code, including an Administrative Expense Claim, Priority Tax Claim and a Priority Unsecured Claim.

“Governmental Unit” shall have the meaning attributed to it in Section 101(27) of the Bankruptcy Code.

“Individual Claims” shall have the meaning attributed to it in Article VI, Section 6.4 of the Plan.

“Insider” shall have the meaning attributed to it in Section 101(31) of the Bankruptcy Code and all applicable law interpreting the same, including but not limited to officers and directors of any Debtor, and any Person who managed or controlled any Debtor, whether before or after the Petition Date prior to the appointment of the Trustee.

“Investor” shall mean a Person who has obtained Equity Securities in a Debtor or CAREIC Affiliate.

“Investor Interest” shall mean the interest of an Equity Security Holder against a Debtor, limited to the amount of the Equity Security Holder’s unpaid Principal Investment with that Debtor, less any Cash received by such Holder.

“Legacy Common Interest” shall mean an Equity Interest that is issued as common stock or units in any one of the Consolidated Legacy Debtors.

“Legacy Consolidated Estate” shall mean the Estate of the Consolidated Legacy Debtors as a result of the Consolidation Order.

“Legacy Preferred Interest” shall mean an Equity Interest that is based on a Preferred Unit in any one of the Consolidated Legacy Debtors.

“Legacy Trust” shall mean the Trust established pursuant to the Plan and that certain Legacy Trust Agreement.

“Legacy Trust Agreement” shall mean the Legacy Liquidating Trust Agreement included in the Plan Documents Supplement establishing the Legacy Trust.

“Legacy Trust Assets” shall mean all assets of the Consolidated Legacy Debtors, other than the Retained Funds, transferred to the Legacy Trust on the Effective Date and administered by the Legacy Trust. The Legacy Trust Assets expressly includes the Individual Claims defined in Section 6.4 of Article VI of this Plan.

“Legacy Trust Beneficiaries” shall mean (a) holders of Allowed Administrative Expense Claims and holders of Claims for Post-Effective Date Administration Costs who have agreed that their Claims will not be paid from Consolidated Legacy Debtors’ Reserved Funds, (b) holders of Allowed General Unsecured Claims against the Consolidated Legacy Debtors, and (c) holders of Allowed Legacy Preferred Interests, provided beneficial interests in the Legacy Trust pursuant to the Plan and the Legacy Trust Agreement.

“Legacy Trustee” shall mean D. Ray Strong, the Person who is the trustee of the Legacy Trust pursuant to the Legacy Trust Agreement.

“Lien” shall have the meaning set forth in Section 101(37) of the Bankruptcy Code; *except that* a Lien that has been avoided in accordance with Section 544, 545, 546, 547, 548, 549 or 553 of the Bankruptcy Code or that is not allowed under Section 506 of the Bankruptcy Code shall not constitute a Lien.

“Liquidating Trust Agreements” shall mean collectively the Legacy Trust Agreement, the CAOP I Trust Agreement, and the CAOP II Trust Agreement.

“Liquidating Trust Asset” shall mean any asset of a Debtor transferred to any of the Liquidating Trusts.

“Liquidating Trustee” shall mean collectively D. Ray Strong, as the Legacy Trustee, the CAOP I Trustee and the CAOP II Trustee under the Liquidating Trust Agreements.

“Liquidating Trusts” shall mean collectively the Legacy Trust, the CAOP I Trust, and the CAOP II Trust.

“Management Fees” shall mean those fees and expenses incurred by CAREIC, CAOP Managers, or the Legacy Consolidated Estate for management of any CAREIC Affiliate that are authorized by any agreement or order, or allowed under any applicable law.

“Net CAOP I Trust Assets” shall mean the CAOP I Trust Assets, *less* any and all fees, costs and expenses of the CAOP I Trust, including without limitation the fees of the CAOP I Trustee and any professional employed by the CAOP I Trustee, the costs of administering the CAOP I Trust Assets, and any taxes required to be paid by the CAOP I Trust.

“Net CAOP II Trust Assets” shall mean the CAOP II Trust Assets, *less* any and all fees, costs and expenses of the CAOP II Trust, including without limitation the fees of the CAOP II Trustee and any professional employed by the CAOP II Trustee, the costs of administering the CAOP II Trust Assets, and any taxes required to be paid by the CAOP II Trust.

“Net Legacy Liquidation Proceeds” shall mean:

(a) as to Allowed General Unsecured Claims in Class A4 of the Plan, the proceeds from the liquidation of the Legacy Trust Assets, *less* (i) payment in full of all Allowed

Professional Administrative Expense Claims and Post-Effective Date Estate Claims against the Legacy Consolidated Estate, and (ii) payment of any and all fees, costs and expenses of the Legacy Trust, including without limitation the fees of the Legacy Trustee and any professional employed by the Legacy Trustee, any and all costs of administering and liquidating the Legacy Trust Assets, and any taxes required to be paid by the Legacy Trust;

(b) as to Allowed Legacy Preferred Interests in Class A5 of the Plan, the proceeds from the liquidation of the Legacy Trust Assets, *less* (i) payment in full of all Allowed Professional Administrative Expense Claims and Post-Effective Date Estate Claims against the Legacy Consolidated Estate, (ii) payment of any and all fees, costs and expenses of the Legacy Trust, including without limitation the fees of the Legacy Trustee and any professional employed by the Legacy Trustee any and all costs of administering and liquidating the Legacy Trust Assets, and any taxes required to be paid by the Legacy Trust, and (iii) payment in full of all Allowed General Unsecured Claims in Class A4 of the Plan; and

(c) as to Allowed Legacy Common Interests in Class A6, the proceeds from the liquidation of the Legacy Trust Assets, *less* (i) payment in full of all Allowed Professional Administrative Expense Claims and Post-Effective Date Estate Claims against the Legacy Consolidated Estate, (ii) payment of any and all fees, costs and expenses of the Legacy Trust, including without limitation the fees of the Legacy Trustee and any professional employed by the Legacy Trustee, any and all costs of administering and liquidating the Legacy Trust Assets, and any taxes required to be paid by the Legacy Trust, (iii) payment in full of all Allowed General Unsecured Claims in Class A4 of the Plan, and (iv) payment in full of all Allowed Legacy Preferred Interests in Class A5 of the Plan.

“Non-Debtor Affiliate” shall mean a CAREIC Affiliate that is not a Debtor.

“Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated association or organization, Governmental Unit or political subdivision thereof.

“Petition Date” shall mean October 17, 2011 as to CAREIC and CASV, and October 20, 2011 as to CAK, CAOP I, CAOP II, CAOP Managers, CAS and CASDF.

“Plan” shall mean this Plan of Liquidation as to any of the Debtors, including, without limitation, any and all Exhibits annexed hereto, any and all documents incorporated herein by reference, the Plan Documents Supplement, either in their present form or as they may be altered, amended, or modified at any time prior to or as part of the Confirmation Hearing.

“Plan Documents Supplement” shall mean the compilation of the forms and documents as specified in and required to be filed with the Bankruptcy Court in accordance with Section 1.3 of this Article I of the Plan.

“Post-Effective Date Estate Administration Claims” shall mean the actual, necessary and reasonable fees and costs of the Trustee as estate representative related to administering the

Legacy Consolidated Estate or the Estate of either CAOP Debtor as required under Article VI, Sections 6.6.1 and 6.6.2 of the Plan, including fees and costs incurred by the Trustee or professionals employed by the Trustee after the Effective Date. For the sake of clarity, these Post-Effective Date Estate Administration Costs are not the fees and costs associated with any of the Liquidating Trusts.

“Pre-Petition Management Fees” shall have the meaning attributed to it in Article VI, Section 6.5.1 of the Plan.

“Preferred Unit” shall mean a preferred unit provided as an Equity Security by any one of the Debtors to an Equity Security Holder.

“Principal Investment” shall mean the total Cash remitted by an Equity Security Holder to a Debtor prior to the Petition Date to obtain an Equity Security in the Debtor.

“Priority Tax Claims” shall mean any Claim of a Governmental Unit entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” shall mean with reference to any Distribution on account of any Allowed Claim or an Allowed Equity Interest in any Class, a Distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim or Allowed Equity Interest bears to the aggregate amount of all Allowed Claims or Allowed Equity Interests in the applicable Class.

“Priority Unsecured Claims” shall mean any Claim that is entitled to priority under Section 507(a) of the Bankruptcy Code, other than Priority Tax Claims and Administrative Expense Claims.

“Professional Administrative Expense Claim Bar Date” shall have the meaning attributed to this phrase in Article IV, Section 4.2(e) of the Plan.

“Professionals” shall mean (a) the Trustee, or (b) those Persons employed pursuant to an order of the Bankruptcy Court in accordance with Sections 327 and 1103 of the Bankruptcy Code and to be compensated for services pursuant to Sections 327, 328, 329, 330, 331 and 503 of the Bankruptcy Code, including but not limited to Committee Professionals, Professionals employed by the Debtors, and Professionals employed by the Trustee.

“Reserved Funds” shall mean Cash of a Debtor existing on the Effective Date or assets or proceeds of any asset of a Debtor expressly excluded as a Liquidating Trust Asset.

“Retained Claims and Actions” shall have the meaning set forth in Article VI, Section 6.9 of the Plan.

“Schedules” shall mean the schedules of assets and liabilities filed by a Debtor under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules may have been or may be supplemented or amended from time to time.

“Secured Claim” shall mean any Claim, other than a Secured Tax Claim, that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, or, in the event that such Claim is a claim of setoff under Section 553 of the Bankruptcy Code, to the extent of such setoff.

“Secured Tax Claim” shall mean a Claim of a Government Unit against a Debtor to the extent of the value of any interest in Collateral securing such Claim, as determined by the Bankruptcy Court pursuant to Section 506(a) of the Bankruptcy Code.

“Trustee” shall mean D. Ray Strong in his capacity as Chapter 11 Trustee of CAREIC or the Consolidated Legacy Debtors, and as manager of the CAREIC Affiliates, and as estate representative of the Debtors after the Confirmation Date.

“Trustee Period Management Fees” shall have the meaning attributed to it in Article VI, Section 6.5.3 of the Plan.

“True-Up Claims” shall have the meaning attributed to it in Article VI, Section 6.5.3 of the Plan.

1.2. Rules of Construction.

The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the terms of this Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular Section, sub-Section or clause contained in the Plan.

1.3. Plan Documents Supplement.

The forms of the following documents are or will be contained in a separate Plan Documents Supplement that will be filed with the Bankruptcy Court as provided herein and incorporated in this Plan by reference:

1.3.1. The Legacy Trust Agreement.

The Legacy Trust Agreement will be filed with the Bankruptcy Court by the Trustee and served on counsel for the Debtors, the Committee and the United States Trustee, at least twenty (20) days prior to the commencement of the Confirmation Hearing.

1.3.2. The CAOP Trust Agreements.

The CAOP Trust Agreements will be filed with the Bankruptcy Court by the Trustee and served on counsel for the Debtors, the Committee and the United States Trustee, at least twenty (20) days prior to the commencement of the Confirmation Hearing.

1.3.3. Exhibits.

All Exhibits to the Plan, whether now attached or incorporated by reference at the Confirmation Hearing, and all documents contained in the Plan Documents Supplement as may be amended from time to time are incorporated into and are a part of the Plan as if set forth in full herein.

ARTICLE II

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

2.1. Unclassified Claims.

Pursuant to Section 1123(a)(1) of the Bankruptcy Code, Allowed Administrative Expense Claims and Allowed Priority Tax Claims are not placed into Classes that are entitled to vote to accept or reject this Plan; instead, such Claims are “unclassified,” and the holders of such Claims do not vote on the Plan because they are entitled to specific treatment under the Bankruptcy Code. As such, the Trustee has not placed these Claims in a Class. The respective treatment of these Claims under the Plan for each Debtor is set forth in Article IV of the Plan.

2.2. Classified Claims.

Pursuant to Section 1123(a)(1) of the Bankruptcy Code, the Plan must classify, with certain exceptions discussed below, all Claims and Equity Interests, and such classification is for all purposes relating to the Plan, including voting on, confirmation of, and distributions pursuant to the Plan. A Claim or Equity Interest is classified in a particular Class only to the extent that: (a) the Claim or Equity Interest falls with the description of that Class; and (b) it has not already been paid, released or otherwise satisfied before the Effective Date. An Allowed Claim or Allowed Equity Interest may be apportioned and classified in more than one Class to the extent if portions of the Claim or Equity Interest fall within the description of several different Classes.

2.2.1. The Consolidated Legacy Debtors.

Pursuant to the Consolidation Order, the previously separate Estates of the Consolidated Legacy Debtors are substantively consolidated and are treated as the single Legacy Consolidated Estate. Accordingly, holders of Allowed Claims against or Allowed Equity Interests in any one of the Consolidated Legacy Debtors are treated for all purposes, including but not limited to for allowance, voting on and Distribution under the Plan or the Legacy Trust, as being Claims against or Equity Interests in the Legacy Consolidated Estate. Treatment of Allowed Claims

against and Allowed Equity Interests in the Consolidated Legacy Debtors is provided for in Article V, Section 5.1 of the Plan.

2.2.2. The CAOP Debtors.

As set forth in Article VI, Section 6.3 of the Plan, the Estates of the CAOP Debtors will not be substantively consolidated. Accordingly, holders of Allowed Claims against or Allowed Equity Interests in any one CAOP Debtor shall have their Claims or Equity Interests allowed and treated for all purposes, including but not limited to for allowance, voting on and Distribution under the Plan or a CAOP Trust, as against that CAOP Debtor’s particular Estate. Treatment of Allowed Claims against and Allowed Equity Interests in CAOP I is provided for in Article V, Section 5.2 of the Plan. Treatment of Allowed Claims against and Allowed Equity Interests in CAOP II is provided for in Article V, Section 5.3 of the Plan.

2.3. Summary of Classes.

Other than the unclassified Claims discussed in Section 2.1 of this Article II of the Plan, Claims and Equity Interests are classified herein as follows:

<u>CONSOLIDATED LEGACY DEBTORS</u>		
Class A1	Allowed Secured Tax Claims	Unimpaired-Nonvoting
Class A2	Allowed Secured Claims	Unimpaired-Nonvoting
Class A3	Allowed Priority Unsecured Claims	Unimpaired-Nonvoting
Class A4	Allowed General Unsecured Claims	Impaired-Voting
Class A5	Allowed Legacy Preferred Interests	Impaired-Voting
Class A6	Allowed Legacy Common Interests	Impaired-Nonvoting

<u>CAOP I</u>		
Class B1	Allowed Secured Tax Claims	Unimpaired-Nonvoting
Class B2	Allowed Secured Claims	Unimpaired-Nonvoting
Class B3	Allowed Priority Unsecured Claims	Unimpaired-Nonvoting
Class B4	Allowed General Unsecured Claims	Impaired-Voting

Class B5	Allowed CAOP I Preferred Interests	Impaired-Voting
Class B6	Allowed CAOP I Common Interests	Impaired-Nonvoting

<u>CAOP II</u>		
Class C1	Allowed Secured Tax Claims	Unimpaired-Nonvoting
Class C2	Allowed Secured Claims	Unimpaired-Nonvoting
Class C3	Allowed Priority Unsecured Claims	Unimpaired-Nonvoting
Class C4	Allowed General Unsecured Claims	Impaired-Voting
Class C5	Allowed CAOP II Preferred Interests	Impaired-Voting
Class C6	Allowed CAOP II Common Interests	Impaired-Nonvoting

ARTICLE III

VOTING ON, ACCEPTANCE, AND REJECTION OF THE PLAN

3.1. Voting Classes and Acceptance of Plan.

Each holder of an Allowed Claim in Classes A4, B4 and C4 of the Plan and each holder of an Allowed Equity Interest in Classes A5, B5 and C5 of the Plan are entitled to vote to accept or reject the Plan as a member of an impaired Class which will retain or receive property under the Plan. A Person holding an Allowed Claim or Allowed Equity Interest in more than one Class is entitled to vote in each Class. Persons who are holders of Allowed Claims or Allowed Equity Interests in voting Classes should vote on a duly executed and delivered Ballot as provided in such order as is entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan.

3.2. Non-Voting Classes.

Classes A1-A3, B1-B3 and C1-C3 are not impaired under the Plan and, therefore, under Section 1126(f) of the Bankruptcy Code, holders of Allowed Claims in these Classes, if any, are deemed to accept the Plan. Accordingly, the Trustee will not solicit votes on the Plan from the holders of Allowed Claims in these Classes, if any.

Holders of Allowed Legacy Common Interests in the Consolidated Legacy Debtors, holders of Allowed CAOP I Common Interests, and holders of Allowed CAOP II Common

Interests in Classes A6, B6 and C6 are not entitled to receive or retain any property under the Plan and, therefore, under Section 1126(g) of the Bankruptcy Code, holders of Allowed Equity Interests in these Classes are deemed to have rejected the Plan. Accordingly, the Trustee will not solicit votes on the Plan from the holders of Allowed Equity Interests in these Classes.

3.3. Voting Rights of Holders of Disputed Claims.

Pursuant to Bankruptcy Rule 3018(a), a Disputed Claim or Disputed Equity Interest will not be counted for purposes of voting on the Plan to the extent it is Disputed, unless the Court enters an order temporarily allowing the Disputed Claim for voting purposes under Bankruptcy Rule 3018(a). Such disallowance for voting purposes is without prejudice to the holder's right to seek to have its Disputed Claim or Disputed Equity Interest be determined to be an Allowed Claim or Allowed Equity Interest for purposes of Distribution under the Plan and a Liquidating Trust.

3.4. Nonconsensual Confirmation.

If any impaired Class entitled to vote shall not accept the Plan pertinent to the Consolidated Legacy Debtors, CAOP I or CAOP II by the requisite statutory majorities provided in Section 1126(c) or (d) of the Bankruptcy Code, as applicable, or if any impaired Class is deemed to have rejected the Plan, the Trustee reserves the right (a) to confirm the Plan under Section 1129(b) of the Bankruptcy Code as to the Consolidated Legacy Debtors, CAOP I or CAOP II, as applicable, (b) to amend the Plan in accordance with Article XI, Section 11.7 of this Plan, to the extent necessary to obtain entry of a Confirmation Order as to the Consolidated Legacy Debtors, CAOP I or CAOP II, as applicable, and/or (c) to convert the applicable Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code.

ARTICLE IV

TREATMENT OF UNCLASSIFIED CLAIMS –ALLOWED ADMINISTRATIVE EXPENSE CLAIMS AND ALLOWED PRIORITY TAX CLAIMS

4.1. Unclassified Claims.

As discussed in Article II, Section 2.1, under Section 1123(a)(1) of the Bankruptcy Code, Allowed Administrative Expense Claims and Allowed Priority Tax Claims are not classified for the purposes of voting on, or receiving distributions under, the Plan. The holders of all such Claims do not vote on the Plan and are instead treated separately in accordance with applicable law as set forth in this Article IV.

4.2. Administrative Expense Claims.

(a) General. Except as otherwise agreed to by the holder of an Allowed Administrative Expense Claim and except as specifically provided for in this paragraph and in subsections (c) and (d) below, each such holder of an Allowed Administrative Expense Claim

against a Debtor shall be paid in full in Cash on the later of: (i) the Effective Date, or (ii) within fifteen (15) Business Days of the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim. Notwithstanding the above, and pursuant to the Bankruptcy Court's Order entered on March 8, 2013 [CAREIC Bankruptcy Case Docket No. 631], the law firm of Prince Yeates & Geldzahler ("PYG"), which served as counsel to CAREIC as debtor-in-possession, will be paid its Allowed Administrative Expense Claim as follows: (i) PYG will be paid \$100,000.00 on account of its Allowed Administrative Expense Claim from the proceeds of the first sale of real property assets belonging to the Legacy Debtors or the Legacy Trust, as the case may be, less costs of sale; and (ii) PYG will be paid the remainder of its Allowed Administrative Expense Claim at the same time that all other Chapter 11 Administrative Expense Claims are paid under the Plan.

(b) Legacy Consolidated Estate Administrative Claims—Beneficial Interest in Legacy Trust. Subsection (a) above applies to holders of Allowed Administrative Expense Claims against the Legacy Consolidated Estate. But, absent objection hereto, to the extent that the holder of an Allowed Administrative Expense Claim does not receive a Distribution on the later of the Effective Date or within fifteen (15) Business Days of the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, such holder of the Allowed Administrative Expense Claim agrees to and shall receive a beneficial interest in the Legacy Trust on account of such Claim and will receive a Distribution in accordance with this Plan and the Legacy Trust Agreement, including the payment provisions for PYG as set forth in subsection (a) above. No Distributions shall be made to holders of Allowed Claims or Allowed Interests in Classes A4-A6, until holders of Allowed Administrative Expense Claims holding a beneficial interest in the Legacy Trust have been paid in full.

(c) U.S. Trustee's Fees. The United States Trustee's quarterly fees shall be paid in full without prior approval pursuant to 28 U.S.C. § 1930 on or before the Effective Date from the Reserved Funds of the Legacy Consolidated Estate and the CAOP Debtors' respective Estates. Any dispute related to the amount of the fees shall be resolved by the Court at the Confirmation Hearing. Any post-Confirmation fees arising after the Effective Date shall be paid by the Legacy Trustee or a CAOP Trustee, as applicable, as a cost of administration of the relevant Liquidating Trust.

(d) Administrative Expense Bar Date and Procedures. Other than applications for allowance of Administrative Expense Claims made by Professionals and Committee Members, any and all applications for the allowance of Administrative Expense Claims shall be filed with the Bankruptcy Court and served on the Trustee, counsel for the Debtors, counsel for the Committee and the United States Trustee no later than thirty (30) days after the Effective Date, which shall be the "Administrative Expense Claim Bar Date." *Any holder of an Administrative Expense Claim to which the Administrative Expense Claim Bar Date applies who fails to file a request seeking to have its Claim allowed on or before said Administrative Expense Claim Bar Date shall be forever barred from seeking the allowance of its Administrative Expense Claim or any other Claim, and the Trustee, the Debtors, the Estates, the Legacy*

Consolidated Estate, the Liquidating Trustee, and the Liquidating Trusts shall be discharged of any obligation on such Claim or any other Claim related to the Administrative Expense Claim.

(e) **Professionals and Committee Members—Bar Dates and Procedures.** Any and all applications for the allowance of Administrative Expense Claims made by or on behalf of Professionals or Committee Members under Sections 327, 328, 330, 331 and 503(b) of the Bankruptcy Code for services rendered before the Effective Date shall be filed with the Bankruptcy Court and served on the Trustee, counsel for the Debtors, counsel for the Committee and the United States Trustee no later than forty-five (45) days after the Effective Date, which shall be the “**Professional Administrative Expense Claim Bar Date.**” *Any Professional to which this Professional Administrative Expense Claim Bar Date applies who fails to file a request to have its Claim allowed on or before said Professional Administrative Expense Bar Date shall be forever barred from seeking the allowance of its Administrative Expense Claim or any other Claim, and the Trustee, the Debtors, the Estates, the Legacy Consolidated Estate, the Liquidating Trustee, and the Liquidating Trusts shall be discharged of any obligation on such Claim or any other Claim related to the Administrative Expense Claim.*

4.3. Priority Tax Claims.

At the sole election of the Trustee, the holder of Allowed Priority Tax Claims against a Debtor shall be paid either (a) upon such terms as may be agreed to between the Trustee and such holder of an Allowed Priority Tax Claim, (b) in full in Cash from Reserved Funds of the applicable Debtor on the later of the Effective Date or within fifteen (15) Business Days of the date that such Priority Tax Claim becomes an Allowed Priority Tax Claim, or (c) in deferred Cash payments from Reserved Funds of the applicable Debtor to be agreed upon by the Trustee and the holder of the Allowed Priority Tax Claim, not to exceed a period of five (5) years after the Petition Date.

ARTICLE V

TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

5.1. Consolidated Legacy Debtors.

5.1.1. Class A1 – Allowed Secured Tax Claims.

(a) **Classification:** Class A1 consists of all Allowed Secured Tax Claims against the Consolidated Legacy Debtors and the Legacy Consolidated Estate.

(b) **Allowance:** Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) **Treatment:** Holders of Allowed Secured Tax Claims shall retain their respective Liens on Collateral on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Tax Claims in the Collateral shall remain

unaltered by the Plan even if the Collateral is a Legacy Trust Asset transferred to the Legacy Trust. Unless the Trustee or the Legacy Trust and the holder of the Allowed Secured Tax Claim agree to different treatment, each holder of an Allowed Secured Tax Claim shall be treated as follows at the sole discretion of the Trustee or the Legacy Trust:

(i) All Collateral securing the Allowed Secured Tax Claim shall be surrendered to the holder of the Allowed Tax Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the Legacy Trust and in full and complete settlement, release and discharge of such Allowed Secured Tax Claim; *provided, however*, that if the property securing an Allowed Secured Tax Claim has been lost or destroyed, the Trustee or the Legacy Trust shall provide notice of such fact to the holder of the Allowed Secured Tax Claim, the delivery of which notice shall constitute “surrender” of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Tax Claim shall be paid in Cash the full amount of such Claim, in full and complete settlement, release and discharge thereof, either (x) on the Effective Date from the Reserved Funds, or (y) in regular installments in accordance with Section 1129(9)(D) from the assets of the Legacy Trust at intervals to be agreed to by the Legacy Trustee and the holder of the Allowed Secured Tax Claim; or

(iii) The Trustee or the Legacy Trust shall sell the Collateral securing the Allowed Secured Tax Claim, and pay the holder of the Allowed Secured Tax Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Tax Claim becomes an Allowed Secured Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited

5.1.2. Class A2 – Allowed Secured Claims.

(a) Classification: Class A2 consists of all Allowed Secured Claims against the Consolidated Legacy Debtors and the Legacy Consolidated Estate.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Holders of Allowed Secured Claims shall retain their respective Liens on Collateral on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Claims in the Collateral shall remain unaltered by the Plan even if the Collateral is a Legacy Trust Asset transferred to the Legacy Trust. Unless the Trustee or the Legacy Trust and the holder of the Allowed Secured Claim agree to different

treatment, each holder of an Allowed Secured Claim shall be treated as follows at the sole discretion of the Trustee or the Legacy Trust:

(i) All Collateral securing the Allowed Secured Claim shall be surrendered to the holder of the Allowed Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the Legacy Trust and in full and complete settlement, release and discharge of such Allowed Secured Claim; *provided, however*, that if the property securing an Allowed Secured Claim has been lost or destroyed, the Trustee or the Legacy Trust shall provide notice of such fact to the holder of the Allowed Secured Claim, the delivery of which notice shall constitute “surrender” of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Claim shall be paid as soon as practicable after the Effective Date the full amount of its Allowed Secured Claim in Cash from the assets of the Legacy Trust in full and complete settlement, release and discharge of such Claim;

(iii) The Trustee or the Legacy Trust shall sell the Collateral securing the Allowed Secured Claim, and pay the holder of the Allowed Secured Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Claim becomes an Allowed Secured Claim; or

(iv) Notwithstanding any contractual provision or applicable law that entitles the holder of an Allowed Secured Claim to demand or receive payment of such Claim prior to the stated maturity of such Claim from and after the occurrence of a default, reinstate such Allowed Secured Claim and render it unimpaired in accordance with Section 1124(2) of the Bankruptcy Code.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited

5.1.3. Class A3 – Priority Unsecured Claims.

(a) Classification: Class A3 consists of all Allowed Priority Unsecured Claims against the Consolidated Legacy Debtors and the Legacy Consolidated Estate.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: The legal, equitable and contractual rights of holders of Allowed Priority Unsecured Claims shall remain unaltered by the Plan. Unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed Priority

Unsecured Claim shall receive on account of and in full and complete settlement, release and discharge of such Claim, payment in full in Cash from the Reserved Funds in the amount of such Allowed Priority Unsecured Claim on the later of (i) the Effective Date, or (ii) within fifteen (15) Business Days of the date such Unsecured Priority Claim becomes an Allowed Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.1.4. Class A4 – General Unsecured Claims.

(a) Classification: Class A4 consists of all Allowed General Unsecured Claims against the Consolidated Legacy Debtors and the Legacy Consolidated Estate.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Each holder of an Allowed General Unsecured Claim shall receive a beneficial interest in the Legacy Trust on the Effective Date on account of its Allowed Claim in accordance with this Plan and the Legacy Trust Agreement. Unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed General Unsecured Claim will receive, on account of such Claim and in full and complete settlement, release and discharge of such Claim, a Distribution of a Pro Rata share of the Net Legacy Liquidation Proceeds in accordance with the Legacy Trust Agreement.

(d) Voting: This Class is impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Claim in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.1.5. Class A5 – Allowed Legacy Preferred Interests.

(a) Classification: Class A5 consists of all Allowed Legacy Preferred Interests.

(b) Allowance: Equity Interests in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Each holder of an Allowed Legacy Preferred Interest shall receive a beneficial interest in the Legacy Trust on the Effective Date on account of its Allowed Legacy Preferred Interest in accordance with this Plan and the Legacy Trust Agreement. Unless the Trustee and the holder of such Allowed Legacy Preferred Interest agree to different treatment, and provided that Allowed Claims in Class A4 are paid in full, each holder of an Allowed Legacy Preferred Interest will receive on account of that Interest and in full and complete settlement, release and discharge of such Interest, a Distribution of a Pro Rata share of

the Net Legacy Liquidation Proceeds in accordance with the Legacy Trust Agreement. Distributions of the Net Legacy Liquidation Proceeds to holders of Allowed Legacy Preferred Interests through the Plan and the Legacy Trust shall be made based on a Distribution of \$1 in Cash for every one Preferred Unit held by such holder.

(d) Voting: This Class is impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Equity Interest in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.1.6. Class A6 – Allowed Legacy Common Interests.

(a) Classification: Class A6 consists of all Allowed Legacy Common Interests.

(b) Allowance: Equity Interests in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Each holder of an Allowed Legacy Common Interest in this Class shall not receive a beneficial interest in the Legacy Trust or any Distribution under the Plan or the Legacy Trust. In the unlikely event that all holders of Allowed Legacy Preferred Interests in Class A5 hereof receive Distributions paying such Allowed Interests in full, the Plan and the Legacy Trust Agreement shall be deemed amended to provide holders of Allowed Legacy Common Interests a beneficial interest in the Legacy Trust and each holder of an Allowed Legacy Common Interest will receive on account of that Interest and in full and complete settlement, release and discharge of such Interest, a Distribution of a Pro Rata share of the Net Legacy Liquidation Proceeds. Distributions of the Net Legacy Liquidation Proceeds to holders of Allowed Legacy Common Interests through the Plan and the Legacy Trust shall be made based on a Distribution of \$1 in Cash for every one Common Unit held by such holder.

(d) Voting: This Class is impaired, but because the holders of Allowed Legacy Common Interests are not receiving a Distribution under the Plan, each holder thereof is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code and is thus not entitled to vote to accept or reject the Plan. Accordingly, the Trustee will not solicit votes for the Plan from this Class.

5.2. CAOPI.

5.2.1. Class B1 – Allowed Secured Tax Claims.

(a) Classification: Class B1 consists of all Allowed Secured Tax Claims against CAOPI.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Holders of Allowed Secured Tax Claims shall retain their respective Liens on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Tax Claims shall remain unaltered by the Plan even if the Collateral is a CAOP I Trust Asset transferred to the CAOP I Trust. Unless the Trustee or the CAOP I Trust and the holder of the Allowed Secured Tax Claim agree to different treatment, each holder of an Allowed Secured Tax Claim shall be treated as follows at the sole discretion of the Trustee or the CAOP I Trust:

(i) All Collateral securing the Allowed Secured Tax Claim shall be surrendered to the holder of the Allowed Tax Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the CAOP I Trust and in full and complete settlement, release and discharge of such Allowed Secured Tax Claim; *provided, however*, that if the property securing an Allowed Secured Tax Claim has been lost or destroyed, the Trustee or the CAOP I Trust shall provide notice of such fact to the holder of the Allowed Secured Tax Claim, the delivery of which notice shall constitute “surrender” of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Tax Claim shall be paid in Cash the full amount of such Claim, in full and complete settlement, release and discharge thereof, either (x) on the Effective Date from the Reserved Funds, or (y) in regular installments in accordance with Section 1129(9)(D) from the assets of the CAOP I Trust at intervals to be agreed to by the CAOP I Trustee and the holder of the Allowed Secured Tax Claim; or

(iii) The CAOP I Trust shall sell the Collateral securing the Allowed Secured Tax Claim, and pay the holder of the Allowed Secured Tax Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Tax Claim becomes an Allowed Secured Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.2.2. Class B2 – Allowed Secured Claims.

(a) Classification: Class B2 consists of all Allowed Secured Claims against CAOP I.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Holders of Allowed Secured Claims shall retain their respective Liens on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Claims shall remain unaltered by the Plan even if the Collateral is a

CAOP I Trust Asset transferred to the CAOP I Trust. Unless the Trustee or the CAOP I Trust and the holder of the Allowed Secured Claim agree to different treatment, each holder of an Allowed Secured Claim shall be treated as follows at the sole discretion of the Trustee or the CAOP I Trust:

(i) All Collateral securing the Allowed Secured Claim shall be surrendered to the holder of the Allowed Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the CAOP I Trust and in full and complete settlement, release and discharge of such Allowed Secured Claim; *provided, however*, that if the property securing an Allowed Secured Claim has been lost or destroyed, the Trustee or the CAOP I Trust shall provide notice of such fact to the holder of the Allowed Secured Claim, the delivery of which notice shall constitute “surrender” of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Claim shall be paid as soon as practicable after the Effective Date the full amount of its Allowed Secured Claim in Cash from the assets of the CAOP I Trust in full and complete settlement, release and discharge of such Claim;

(iii) The CAOP I Trust shall sell the Collateral securing the Allowed Secured Claim, and pay the holder of the Allowed Secured Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Claim becomes an Allowed Secured Claim; or

(iv) Notwithstanding any contractual provision or applicable law that entitles the holder of an Allowed Secured Claim to demand or receive payment of such Claim prior to the stated maturity of such Claim from and after the occurrence of a default, reinstate such Allowed Secured Claim and render it unimpaired in accordance with Section 1124(2) of the Bankruptcy Code.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.2.3. Class B3 – Priority Unsecured Claims.

(a) Classification: Class B3 consists of all Allowed Priority Unsecured Claims against CAOP I.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: The legal, equitable and contractual rights of holders of Allowed Priority Unsecured Claims shall remain unaltered by the Plan. Unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed Priority Unsecured Claim shall receive on account of and in full and complete settlement, release and discharge of such Claim, payment in full in Cash from the Reserved Funds in the amount of such Allowed Priority Unsecured Claim on the later of (i) the Effective Date, or (ii) within fifteen (15) Business Days of the date such Unsecured Priority Claim becomes an Allowed Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.2.4. Class B4 – General Unsecured Claims.

(a) Classification: Class B4 consists of all Allowed General Unsecured Claims against CAOP I.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: On the Effective Date, unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed General Unsecured Claim will receive, on account of such Claim and in full and complete settlement, release and discharge of such Claim, at the Trustee's discretion (i) a Pro Rata Distribution on account of its Allowed General Unsecured Claim in Cash from CAOP I's Reserved Funds after satisfaction of all Allowed unclassified Claims and all Allowed Claims in Classes B1, B2 and B3, if any, and (ii) if such Allowed Claim is not paid in full from the Reserved Funds, a beneficial interest in the CAOP I Trust based on the unpaid portion of such holder's Allowed Claim and a Distribution of a Pro Rata share of the Net CAOP I Trust Assets in accordance with the CAOP I Trust Agreement.

(d) Voting: Claims in this Class are impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Claim in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.2.5. Class B5 – Allowed CAOP I Preferred Interests.

(a) Classification: Class B5 consists of all Allowed CAOP I Preferred Interests.

(b) Allowance: Equity Interests in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Each holder of an Allowed CAOP I Preferred Interest shall receive a beneficial interest in the CAOP I Trust on the Effective Date in accordance with the CAOP I Trust Agreement. Unless the Trustee and the holder of such Allowed CAOP I Preferred Interest agree to different treatment, and provided that Allowed Claims in Class B4 are paid in full, each holder of an Allowed CAOP I Preferred Interest will receive on account of that Interest and in full and complete settlement, release and discharge of such Interest, a Distribution of a Pro Rata share of the Net CAOP I Trust Assets. Distributions of the Net CAOP I Trust Assets to holders of Allowed CAOP I Preferred Interests through the Plan and the CAOP I Trust shall be made based on a Distribution of \$1 in Cash for every one Preferred Unit held by such holder.

(d) Voting: This Class is impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Equity Interest in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.2.6. Class B6 – Allowed CAOP I Common Interests.

(a) Classification: Class B6 consists of all Allowed CAOP I Common Interests.

(b) Treatment: Each holder of Allowed CAOP I Common Interest in this Class shall not receive a beneficial interest in the CAOP I Trust or any Distribution under the Plan or the CAOP I Trust. In the unlikely event that all holders of Allowed CAOP I Preferred Interests in Class B5 hereof receive Distributions paying such Allowed Interests in full, the Plan and the CAOP I Trust Agreement shall be deemed amended to provide each holder of an Allowed CAOP I Common Interest a beneficial interest in the CAOP I Trust and for Net CAOP I Assets to be Distributed Pro Rata to each such holder in accordance with the CAOP I Trust Agreement and in full and complete settlement, release and discharge of such Interest. Distributions of the Net CAOP I Trust Assets to holders of Allowed CAOP I Common Interests through the Plan and the CAOP I Trust shall be made based on a Distribution of \$1 in Cash for every one Common Unit held by such holder.

(c) Voting: This Class is impaired, but because the holders of Allowed CAOP I Interests are not receiving a Distribution under the Plan, each holder of a CAOP I Common Interest is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code and is thus not entitled to vote to accept or reject the Plan. Accordingly, the Trustee will not solicit votes for the Plan from this Class.

5.3. CAOP II.

5.3.1. Class C1 – Allowed Secured Tax Claims.

(a) Classification: Class C1 consists of all Allowed Secured Tax Claims against CAOP II.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Holders of Allowed Secured Tax Claims shall retain their respective Liens on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Tax Claims shall remain unaltered by the Plan even if the Collateral is a CAOP II Trust Asset transferred to the CAOP II Trust. Unless the Trustee or the CAOP II Trust and the holder of the Allowed Secured Tax Claim agree to different treatment, each holder of an Allowed Secured Tax Claim shall be treated as follows at the sole discretion of the Trustee or the CAOP II Trust:

(i) All Collateral securing the Allowed Secured Tax Claim shall be surrendered to the holder of the Allowed Tax Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the CAOP II Trust and in full and complete settlement, release and discharge of such Allowed Secured Tax Claim; *provided, however*, that if the property securing an Allowed Secured Tax Claim has been lost or destroyed, the Trustee or the CAOP II Trust shall provide notice of such fact to the holder of the Allowed Secured Tax Claim, the delivery of which notice shall constitute "surrender" of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Tax Claim shall be paid in Cash the full amount of such Claim, in full and complete settlement, release and discharge thereof, either (x) on the Effective Date from the Reserved Funds, or (y) in regular installments in accordance with Section 1129(9)(D) from the assets of the CAOP II Trust at intervals to be agreed to by the CAOP II Trustee and the holder of the Allowed Secured Tax Claim; or

(iii) The CAOP II Trust shall sell the Collateral securing the Allowed Secured Tax Claim, and pay the holder of the Allowed Secured Tax Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Tax Claim becomes an Allowed Secured Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.3.2. Class C2 – Allowed Secured Claims.

(a) Classification: Class C2 consists of all Allowed Secured Claims against CAOP II.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: Holders of Allowed Secured Claims shall retain their respective Liens on and after the Effective Date, and the legal, equitable and contractual rights of holders of Allowed Secured Claims shall remain unaltered by the Plan even if the Collateral is a CAOP II Trust Asset transferred to the CAOP II Trust. Unless the Trustee or the CAOP II Trust and the holder of the Allowed Secured Claim agree to different treatment, each holder of an Allowed Secured Claim shall be treated as follows at the sole discretion of the Trustee or the CAOP II Trust:

(i) All Collateral securing the Allowed Secured Claim shall be surrendered to the holder of the Allowed Secured Claim as soon as practicable after the Effective Date, without representation or warranty by or recourse against the Estate or the CAOP II Trust and in full and complete settlement, release and discharge of such Allowed Secured Claim; *provided, however*, that if the property securing an Allowed Secured Claim has been lost or destroyed, the Trustee or the CAOP II Trust shall provide notice of such fact to the holder of the Allowed Secured Claim, the delivery of which notice shall constitute “surrender” of the property securing the Allowed Secured Claim for purposes of this provision;

(ii) The holder of the Allowed Secured Claim shall be paid as soon as practicable after the Effective Date the full amount of its Allowed Secured Claim in Cash from the assets of the CAOP II Trust in full and complete settlement, release and discharge of such Claim;

(iii) The CAOP II Trust shall sell the Collateral securing the Allowed Secured Claim, and pay the holder of the Allowed Secured Claim in full and complete settlement, release and discharge of such Claim from the sale proceeds thereof on the later of (x) the closing date for such sale, or (y) fifteen (15) Business Days after the Secured Claim becomes an Allowed Secured Claim; or

(iv) Notwithstanding any contractual provision or applicable law that entitles the holder of an Allowed Secured Claim to demand or receive payment of such Claim prior to the stated maturity of such Claim from and after the occurrence of a default, reinstate such Allowed Secured Claim and render it unimpaired in accordance with Section 1124(2) of the Bankruptcy Code.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.3.3. Class C3 – Priority Unsecured Claims.

(a) Classification: Class C3 consists of all Allowed Priority Unsecured Claims against CAOP II.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: The legal, equitable and contractual rights of holders of Allowed Priority Unsecured Claims shall remain unaltered by the Plan. Unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed Priority Unsecured Claim shall receive on account of and in full and complete settlement, release and discharge of such Claim, payment in full in Cash from CAOP II's Reserved Funds in the amount of such Allowed Priority Unsecured Claim on the later of (i) the Effective Date, or (ii) within fifteen (15) Business Days of the date such Unsecured Priority Claim becomes an Allowed Claim.

(d) Voting: Claims in this Class are unimpaired and, therefore, holders of such Claims in this Class are presumed to vote in favor of the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Accordingly, holders of Claims in this Class are not entitled to vote to accept or reject the Plan, and their vote will not be solicited.

5.3.4. Class C4 – General Unsecured Claims.

(a) Classification: Class C4 consists of all Allowed General Unsecured Claims against CAOP II.

(b) Allowance: Claims in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.

(c) Treatment: On the Effective Date, unless the Trustee and the holder of such Claim agree to different treatment, each holder of an Allowed General Unsecured Claim will receive, on account of such Claim and in full and complete settlement, release and discharge of such Claim, at the Trustee's discretion (i) a Pro Rata Distribution on account of its Allowed General Unsecured Claim in Cash from CAOP II's Reserved Funds after satisfaction of all Allowed unclassified Claims and all Allowed Claims in Classes C1, C2 and C3, if any, and (ii) if such Allowed Claim is not paid in full from the Reserved Funds, a beneficial interest in the CAOP II Trust based on the unpaid portion of such holder's Allowed Claim and a Distribution of a Pro Rata share of the Net CAOP II Trust Assets in accordance with the CAOP II Trust Agreement.

(d) Voting: This Class is impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Claim in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.3.5. Class C5 – Allowed CAOP II Preferred Interests.

- (a) Classification: Class C5 consists of all Allowed CAOP II Preferred Interests.
- (b) Allowance: Equity Interests in this Class shall be Allowed or Disallowed in accordance with Article VII of the Plan and all applicable law.
- (c) Treatment: Each holder of an Allowed CAOP II Preferred Interest shall receive a beneficial interest in the CAOP II Trust on the Effective Date in accordance with the CAOP II Trust Agreement. Unless the Trustee and the holder of such Allowed CAOP II Preferred Interest agree to different treatment, and provided that Allowed Claims in Class C4 are paid in full, each holder of an Allowed CAOP II Preferred Interest will receive on account of that Interest and in full and complete settlement, release and discharge of such Interest, a Distribution of a Pro Rata share of the Net CAOP II Trust Assets. Distributions of the Net CAOP II Trust Assets to holders of Allowed CAOP II Preferred Interests through the Plan and the CAOP II Trust shall be made based on a Distribution of \$1 in Cash for every one Preferred Unit held by such holder.
- (d) Voting: This Class is impaired and pursuant to Section 1126 of the Bankruptcy Code, each holder of an Allowed Equity Interest in this Class shall be entitled to vote to accept or reject the Plan and will be solicited to vote for the Plan.

5.3.6. Class C6 – Allowed CAOP II Common Interests.

- (a) Classification: Class C6 consists of all Allowed CAOP II Common Interests.
- (b) Treatment: Each holder of Allowed CAOP II Common Interest in this Class shall not receive a beneficial interest in the CAOP II Trust or any Distribution under the Plan or the CAOP II Trust. In the unlikely event that all holders of Allowed CAOP II Preferred Interests in Class C5 hereof receive Distributions paying such Allowed Interests in full, the Plan and the CAOP II Trust Agreement shall be deemed amended to provide each holder of an Allowed CAOP II Common Interest a beneficial interest in the CAOP II Trust and for Net CAOP II Assets to be Distributed Pro Rata to each such holder in accordance with the CAOP II Trust Agreement and in full and complete settlement, release and discharge of such Interest. Distributions of the Net CAOP II Trust Assets to holders of Allowed CAOP II Common Interests through the Plan and the CAOP II Trust shall be made based on a Distribution of \$1 in Cash for every one Common Unit held by such holder.
- (c) Voting: This Class is impaired, but because the holders of Allowed CAOP II Interests are not receiving a Distribution under the Plan, each holder of a CAOP II Common Interest is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code and is thus not entitled to vote to accept or reject the Plan. Accordingly, the Trustee will not solicit votes for the Plan from this Class.

ARTICLE VI

IMPLEMENTATION OF THE PLAN

6.1. General Means of Implementation.

The Plan will be implemented and consummated through means contemplated by Section 1123(a)(5)(B) and Section 1123(b) of the Bankruptcy Code, including but not limited by the following:

6.1.1. The Consolidated Legacy Debtors.

- (a) Administration of the Legacy Consolidated Estate by the Trustee as estate representative, to the extent necessary, pursuant to Section 6.6.1 of this Article VI of the Plan.
- (b) Creation of the Legacy Trust.
- (c) Assignment by creditors and Investors of all “Individual Claims” as defined in Section 6.4 of Article VI of this Plan to the Legacy Trust for prosecution for the benefit of all Legacy Trust Beneficiaries as provided for in Sections 6.4 and 6.9 of this Article VI of the Plan, except to the extent that any holder of an Individual Claim may elect to opt-out of this assignment.
- (d) Transfer of the Legacy Trust Assets to the Legacy Trust pursuant to the Plan and the Legacy Trust Agreement, with the Legacy Trust Assets being liquidated by the Legacy Trust and administered as provided for in Sections 6.6.1 and 6.7.1 of this Article VI of the Plan and the Legacy Trust Agreement for the purpose of disbursing Net Legacy Liquidation Proceeds to the Legacy Trust Beneficiaries in accordance with the Plan and the Legacy Trust Agreement.

- (e) Dissolution of the Consolidated Legacy Debtors to the extent necessary.

6.1.2. The CAOP Debtors.

- (a) The respective Estates of the CAOP Debtors are not substantively consolidated hereunder.
- (b) Administration of the respective Estates of the CAOP Debtors by the Trustee as estate representative for each, to the extent necessary, pursuant to Section 6.6.2 of this Article VI of the Plan.
- (c) Creation of the CAOP Trusts.
- (d) Assignment by creditors and Investors of all “Individual Claims” as defined in Section 6.4 of Article VI of this Plan to the relevant CAOP Trust for prosecution for the benefit of the CAOP I Trust Beneficiaries or the CAOP II Trust Beneficiaries, as applicable,

as provided for in Sections 6.4 and 6.9 of this Article VI of the Plan, except to the extent that any holder of an Individual Claim may elect to opt-out of this assignment.

(e) Transfer of the CAOP I Trust Assets to the CAOP I Trust pursuant to the Plan and the CAOP I Trust Agreement, with such CAOP I Trust Assets being administered as provided for in Sections 6.6.2 and 6.7.2 of this Article VI of the Plan and the CAOP I Trust Agreement for the purpose of disbursing the Net CAOP I Trust Assets to CAOP I Trust Beneficiaries in accordance with the Plan and the CAOP I Trust Agreement.

(f) Transfer of the CAOP II Trust Assets to the CAOP II Trust pursuant to the Plan and the CAOP II Trust Agreement, with such CAOP II Trust Assets being administered as provided for in Sections 6.6.2 and 6.7.2 of this Article VI of the Plan and the CAOP II Trust Agreement for the purpose of disbursing the Net CAOP II Trust Assets to CAOP II Trust Beneficiaries in accordance with the Plan and the CAOP II Trust Agreement.

(g) Dissolution of each of the CAOP Debtors to the extent necessary.

6.2. Transfer of Assets of the Consolidated Legacy Estate to the Legacy Trust

On the Effective Date, all of the assets of the Legacy Consolidated Estate, except the Consolidated Legacy Debtors' Reserved Funds (*i.e.*, the Legacy Trust Assets), shall be transferred to the Legacy Trust, and will be managed, liquidated and accounted for on a consolidated basis in accordance with the Plan and the Legacy Trust Agreement.

6.3. No Consolidation of CAOP Debtors and Transfer of Assets to CAOP Trusts.

The CAOP Debtors are not substantively consolidated by the Plan or otherwise. Each Debtor retains its Estate for the purpose of allowance, voting, treatment and Distributions on account of Allowed Claims against and Allowed Equity Interests in the applicable CAOP Debtor. Thus, all holders of Claims against and Equity Interests in either of the CAOP Debtors shall retain such Claim or Interest against that Debtor, unless otherwise expressly stated in the Plan.

On the Effective Date, all of the assets of each of the CAOP Debtors, except the Reserved Funds of each Debtor (*i.e.*, the CAOP I Trust Assets or the CAOP II Trust Assets), shall be transferred to the applicable CAOP Trust. The assets of each CAOP Trust will be separately managed and accounted for in accordance with the Plan and the applicable CAOP Trust Agreement. The allowance, voting, treatment and distributions on account of Allowed Claims and Allowed Equity Interests shall be as set forth in the Plan and each of the CAOP Trust Agreements on an individual Estate basis.

6.4. The Assignment of Individual Claims to the Liquidation Trusts

From his investigation to date, the Trustee has determined that there may exist numerous claims, rights and causes of action against the Debtors, insiders of the Debtors and/or Persons who managed the Debtors or raised funds from Investors on the Debtors' behalf, including types of actions that are defined as "Causes of Action" under the Plan, that may be held by Persons in their own right as either creditors of or Investors in the Debtors, which may not necessarily be property of the Estates within the meaning of Section 541 of the Bankruptcy Code (collectively, the "Individual Claims"). Except as expressly set forth in this Section 6.4 below, upon confirmation of the Plan, all holders of the Individual Claims unconditionally agree, regardless of whether they voted to accept or reject the Plan, that the Individual Claims are assigned to the relevant Liquidation Trust and that the Individual Claims are Legacy Trust Assets, CAOP I Trust Assets or CAOP II Trust Assets, as applicable, with such Assets being liquidated and Distributions made in accordance with the Plan and the applicable Liquidation Trust Agreement.

Persons who vote to accept or reject the Plan may elect to "opt-out" of this unconditional assignment of Individual Claims to the extent that they hold any such Claims. To do so, such Persons must affirmatively make this election by marking the appropriate box on their Ballot opting out of the unconditional assignment. Persons who opt-out of the unconditional assignment of Individual Claims will receive no distribution from the net litigation proceeds obtained by the applicable Liquidation Trust with regard to prosecution of the Individual Claims.

6.5. Claims for Management Fees

Both prior to and after the Petition Date, CAREIC managed the CAREIC Affiliates and, as a result, CAREIC may have Claims for Management Fees. In addition, after the Trustee's appointment, the Bankruptcy Court entered its Cash Management Order, authorizing the Trustee to charge Management Fees on behalf of the CAREIC Estate as against each of the other Debtor's respective Estates attributed to the Trustee's estimated costs of managing the other Debtors as the CAREIC Trustee. As a result of the substantive consolidation of the Consolidated Legacy Debtors, Management Fees, if any, owed to CAREIC by CAK, CAOP Managers, CAS, CASDF and CASV are intercompany Claims that have been extinguished, and any Claims for Management Fees owed by any other CAREIC Affiliate, are now Claims of the Legacy Consolidated Estate. At this time, it appears that the Legacy Consolidated Estate holds Claims against the CAOP I Estate, the CAOP II Estate, and possibly against certain Non-Debtor Affiliates, for Management Fees and the treatment of such Management Fees is as follows:

6.5.1. Pre-Petition Management Fees.

"Pre-Petition Management Fees" are Management Fees arising out of the period prior to the Petition Date. While undetermined at this time, it is possible that the Legacy Consolidated Estate may hold General Unsecured Claims against the CAOP Estates for the Pre-Petition Management Fees or that the CAOP Estates may hold General Unsecured Claims against the Legacy Consolidated Estate for the Pre-Petition Fees. Such Claims, to the extent that they exist, are General Unsecured Claims that are preserved herein and are either Legacy Trust Assets or

CAOP Trust Assets, as applicable. In the event that it is determined that such Claims exist, allowance or disallowance of the Claims will be determined by the Conflicts Referee in accordance with the Conflict Resolution Procedures at any time prior to the final administration of the applicable Liquidating Trusts. To the extent that Claims for Post-Petition Management Fees are discovered as against any Non-Debtor Affiliate, such Claims are preserved herein and are deemed to be Legacy Trust Assets. The Legacy Trustee may assert Claims for Pre-Petition Management Fees against any Non-Debtor Affiliate at any time prior to the final administration of the Legacy Trust.

6.5.2. DIP Management Fees.

“DIP Management Fees” are Management Fees arising for the period when the Debtors were being managed as Chapter 11 debtors in possession, commencing on the Petition Date and incurred up until the date of the Trustee’s appointment. Claims for DIP Management Fees are Reserved Funds of the Consolidated Legacy Estate, and to the extent that they are Allowed Claims against a CAOP Debtor, they are Allowed Administrative Expense Claims against the relevant CAOP Debtor. Claims for DIP Management Fees against either CAOP I or CAOP II must be presented to the Conflicts Referee for allowance or disallowance in accordance with the Conflict Resolution Procedures no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Claims for DIP Management Fees against Non-Debtor Affiliates are Legacy Trust Assets and may be asserted by the Legacy Trustee at any time prior to the final administration of the Legacy Trust.

6.5.3. Trustee Period Fees.

“Trustee Period Management Fees” are Management Fees arising during the period that the Debtors have been managed by the Trustee, commencing on the date that the Trustee was appointed through and including the Effective Date. Claims for Trustee Period Management Fees, including the “True Up Claims” defined in Part 4, Section (G) of the Disclosure Statement, are Reserved Funds of the Legacy Consolidated Estate, and to the extent that they are Allowed Claims against a CAOP Debtor, they are Allowed Administrative Expense Claims against the relevant CAOP Debtor. Claims for Trustee Period Management Fees against either CAOP I or CAOP II must be presented to the Conflicts Referee for allowance or disallowance in accordance with the Conflict Resolution Procedures no later than forty-five (45) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Claims for Trustee Period Fees against Non-Debtor Affiliates are Legacy Trust Assets and may be asserted by the Legacy Trustee at any time prior to the final administration of the Legacy Trust.

6.6. Post-Confirmation Acts by Trustee as Estate Representative.

6.6.1. The Consolidated Legacy Debtors.

(a) The Trustee shall have authority to take actions on behalf of the Consolidated Legacy Debtors and the Legacy Consolidated Estate on and after the Effective Date as the estate representative, and without limiting any rights, in conjunction therewith he may do the following:

(i) Present Claims for DIP Management Fees and Trustee Period Management Fees, as defined in Article VI, Section 6.5 above, to the Conflicts Referee;

(ii) accept and deposit the Management Fees payable to the Legacy Consolidated Estate together with any other Cash of the Legacy Consolidated Estate, which shall be the Reserved Funds of the Legacy Consolidated Estate as of the Effective Date;

(iii) pay holders of Allowed unclassified Claims in Article IV and Allowed Claims in Class A3 of the Plan, if any, in accordance with the Plan from the Reserved Funds;

(iv) elect to pay any Allowed Secured Tax Claims or Allowed Secured Claims that in his sole discretion he determines should be paid from the Reserved Funds pursuant to Article V, Sections 5.1.1 and 5.1.2 of the Plan;

(v) establish and maintain a Disputed Claims Reserve as required in Article VII of the Plan, if necessary;

(vi) after notice filed in the Bankruptcy Case and no objection thereto, pay Post-Effective Date Estate Administration Claims as an Allowed Claim of the Legacy Consolidated Estate, including those incurred for management, wind-down or dissolution of any CAREIC Affiliate as discussed in subsection (c) of this Section below;

(vii) retain all Retained Claims and Actions, as defined in Article VI, Section 6.9 of the Plan, necessary to finalize implementation of the Plan as to any Disputed Claims to be paid from the Reserved Funds;

(viii) take all steps necessary to establish the Legacy Trust; and

(ix) take all steps necessary to effect a transfer of the assets of the Legacy Consolidated Estate to the Legacy Trust as provided for herein and in the Legacy Trust Agreement.

(b) As soon as feasible after the Effective Date, the Trustee as estate representative shall wind down administration of the Legacy Consolidated Estate by paying all Allowed Claims from the Reserved Funds, paying any Allowed Post-Effective Date Estate

Administration Claims unless the Person incurring such a Claim has agreed to be paid as a Legacy Trust Beneficiary, and transferring any remaining Reserved Funds held by the Legacy Consolidated Estate that, in the Trustee's sole discretion are no longer necessary for administration of the Legacy Consolidated Estate and subject to Article VII, Section 7.4 (concerning Disputed Claims Reserves), to the Legacy Trust as a Legacy Trust Asset.

(c) As part of his wind-down of the Legacy Consolidated Estate, the Trustee as estate representative, may take any action related to any Non-Debtor Affiliate that he determines, in his sole discretion, to be necessary and appropriate, including managing, winding-down, dissolving or filing bankruptcy petitions for any Non-Debtor Affiliates.

(d) After all Reserved Funds of the Consolidated Legacy Debtors have been Distributed under the Plan, including by transfer to the Legacy Trust as a Legacy Trust Asset, and Non-Debtor Affiliates are in the Trustee's sole discretion attended to under subsection (c) of this Section, the Consolidated Legacy Debtors may be dissolved in accordance with the Confirmation Order and applicable state law.

6.6.2. The CAOP Debtors.

(a) The Trustee shall have authority to take actions on behalf of the CAOP Debtors and the CAOP Debtors' respective Estates on and after the Effective Date as estate representative, and without limiting any rights, in conjunction therewith he may do the following:

(i) establish, if necessary, accounts for Reserved Funds of the CAOP Debtors;

(ii) pay holders of Allowed unclassified Claims provided for in Article IV and Allowed Claims in Classes B3 and C3 of the Plan, if any, in accordance with the Plan;

(iii) elect to pay any Allowed Secured Tax Claims or Allowed Secured Claims of either of the CAOP Debtors that in his sole discretion he determines should be paid from the Reserved Funds held for that CAOP Debtor pursuant to Article V, Sections 5.2.1, 5.2.2, 5.3.1 and 5.3.2 of the Plan;

(iv) establish and maintain a Disputed Claims Reserve as required in Article VII of the Plan, if necessary;

(v) after notice filed in the Bankruptcy Case and no objection thereto, pay Post-Effective Date Estate Administration Claims as an Allowed Claim of a CAOP Estate;

(vi) retain all Retained Claims and Actions, as defined in Article VI, Section 6.9 of the Plan, necessary to finalize implementation of the Plan as to any Disputed Claims to be paid from the Reserved Funds;

(vii) take all steps necessary to establish the CAOP Trusts; and

(viii) take all steps necessary to effect a transfer of the assets of each of the CAOP Debtors to the applicable CAOP Trust in accordance with the Plan and the CAOP Trust Agreements.

(b) As soon as feasible after the Effective Date, the Trustee as estate representative shall wind down administration of the CAOP I Estate and the CAOP II Estate by paying all Allowed Claims from the Reserved Funds of each Estate, paying any Allowed Post-Effective Date Estate Administration Claims against a CAOP Debtor's Estate, and transferring any remaining Reserved Funds held by an Estate that, in the Trustee's sole discretion are no longer necessary for administration of the Estate and subject to Article VII, Section 7.4 (concerning Disputed Claims Reserves), to the applicable CAOP Trust as either a CAOP I Trust Asset or a CAOP II Trust Asset.

(c) After all Reserved Funds of the CAOP Debtors have been paid under the Plan, including by transfer to the applicable CAOP Trust as a CAOP Trust Asset, the CAOP Debtors may be dissolved in accordance with the Confirmation Order and applicable state law.

6.7. Post-Effective Date Entities.

6.7.1. The Legacy Trust.

The Legacy Trust is created and governed pursuant to the Plan and the Legacy Trust Agreement included in the Plan Documents Supplement, and will be managed by the Legacy Trustee as provided for in the Legacy Trust Agreement. The Legacy Trustee, on behalf of the Legacy Trust, has the discretion to retain and compensate professionals, compensate the Legacy Trustee, and compensate the Debtors' Professionals for any assistance or information requested of them by the Legacy Trust. The Legacy Trust Agreement provides for all expense reserves necessary for administration of the Legacy Trust. The Legacy Trust may execute any documents or take any actions necessary or appropriate to effectuate the transactions contemplated under this Plan.

The Legacy Trust is funded on the Effective Date with the Legacy Trust Assets, including without limitation Cash and non-Cash proceeds, real and personal property, and all Retained Claims and Actions as defined in Section 6.9 of this Article VI, including but not limited to Individual Claims that are assigned as defined in Section 6.4 of this Article VI of the Plan.

Distributions to the Legacy Trust Beneficiaries are to be made directly from the Legacy Trust pursuant to and in accordance with this Plan and the Legacy Trust Agreement. In the event that there are Net Legacy Litigation Proceeds available after Distributions to all holders of Allowed Legacy Preferred Interests have been made in accordance with the Plan, the Plan will be deemed amended as set forth in Section 5.1.6 above to allow for Distributions to holders of Allowed Legacy Common Interests.

6.7.2. The CAOP Trusts.

6.7.2(a) The CAOP I Trust

The CAOP I Trust is established and governed pursuant to this Plan and the CAOP I Trust Agreement included in the Plan Documents Supplement. The CAOP I Trust is managed by the CAOP I Trustee as provided for in the CAOP I Trust Agreement. The CAOP I Trustee, on behalf of the CAOP I Trust, has discretion to retain and compensate professionals, compensate the CAOP I Trustee, and compensate the Debtors' Professionals for any assistance or information requested of them by the CAOP I Trust. The CAOP I Trust Agreement provides for all expense reserves necessary for administration of the CAOP I Trust. The CAOP I Trust may execute any documents or take any actions necessary or appropriate to effectuate the transactions contemplated under this Plan.

The CAOP I Trust is funded on the Effective Date with the CAOP I Trust Assets, including without limitation Cash and non-Cash proceeds, real and personal property, and all Retained Claims and Actions as defined in Section 6.9 of this Article VI, including but not limited to Individual Claims that are assigned as defined in Section 6.4 of this Article VI of the Plan.

Distributions to CAOP I Trust Beneficiaries from the CAOP I Trust are to be made directly to such Beneficiaries by such Trust pursuant to and in accordance with this Plan and the CAOP I Trust Agreement.

6.7.2(b) The CAOP II Trust

The CAOP II Trust is established and governed pursuant to this Plan and the CAOP II Trust Agreement included in the Plan Documents Supplement. The CAOP II Trust is managed by the CAOP II Trustee as provided for in the CAOP II Trust Agreement. The CAOP II Trustee has discretion to retain and compensate professionals, compensate the CAOP II Trustee, and compensate the Debtors' Professionals for any assistance or information requested of them by the CAOP II Trust. The CAOP II Trust Agreement provides for all expense reserves necessary for administration of the CAOP II Trust. The CAOP II Trust may execute any documents or take any actions necessary or appropriate to effectuate the transactions contemplated under this Plan.

The CAOP II Trust is funded on the Effective Date with the CAOP II Trust Assets (*i.e.*, all assets of CAOP II on the Effective Date with the exception of the Reserved Funds), including without limitation Cash and non-Cash proceeds, real and personal property, and all Retained Claims and Actions as defined in Section 6.9 of this Article VI, including but not limited to Individual Claims that are assigned as defined in Section 6.4 of this Article VI of the Plan.

Distributions to CAOP II Trust Beneficiaries from the CAOP II Trust are to be made directly to such Beneficiaries by such Trust pursuant to and in accordance with this Plan and the CAOP II Trust Agreement.

6.8. Conflicts Referee.

A Person shall be appointed pursuant to this provision and the Liquidating Trust Agreements to serve as a “Conflicts Referee” to resolve disputes, if any, existing on the Effective Date or that may be discovered or may arise after the Effective Date (a) as between the Legacy Consolidated Estate or the Legacy Trust *and* the CAOP I Estate, the CAOP II Estate or either CAOP Trust, or (b) as between the CAOP Estates or the CAOP Trusts. The Liquidating Trust Agreements, as incorporated herein, govern the appointment of the Conflicts Referee, and the Conflicts Referee shall have the authority to act as set forth in the Liquidating Trust Agreements. Disputes shall be resolved by the Conflicts Referee pursuant to the “Conflict Resolution Procedures” established in the Liquidating Trust Agreements.

6.9. Preservation of Causes of Action and Defenses—Retained Claims and Actions.

Except to the extent rights, Claims, Causes of Action, defenses, and counterclaims are expressly and specifically released in connection with the Plan or in any settlement agreement approved by the Bankruptcy Court during the Bankruptcy Cases, (a) any and all rights, Claims, Causes of Action, defenses, and counterclaims accruing to or assertable by the Debtors or the Trustee on behalf of the Estates, shall remain assets of the Estates and may be asserted by the Trustee on behalf of Estates as the estate representative thereof after the Effective Date or be transferred to a Liquidating Trust as a Liquidating Trust Asset and asserted by a Liquidating Trustee on behalf of a Liquidating Trust, and (b) neither the Debtors, the Trustee nor a Liquidating Trust waives, relinquishes or abandons (nor shall it be estopped or otherwise precluded from asserting) any right, Claim, Cause of Action, defense, or counterclaim that constitutes property of the Estates or is assertable by the Estates or a Liquidating Trust, including the Individual Claims: (i) whether or not such right, Claim, Cause of Action, defense, or counterclaim has been listed or referred to in the Schedules or Statement of Financial Affairs for any Debtor, the Disclosure Statement, the Plan, a Liquidation Trust Agreement, any of the documents in the Plan Documents Supplement or any other document filed with the Bankruptcy Court, (ii) whether or not such right, Claim, Cause of Action, defense, or counterclaim is currently known to the Trustee or a Debtor, and (iii) whether or not a defendant in any litigation relating to such right, Claim, Cause of Action, defense or counterclaim filed a proof of Claim or Interest in the Bankruptcy Case, filed a notice of appearance or any other pleading or notice in the Bankruptcy Case, voted for or against the Plan, or received or retained any consideration under the Plan.

Without in any manner limiting the scope of the foregoing, notwithstanding any otherwise applicable principle of law or equity, including without limitation, any principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, laches or any similar doctrine, the failure to list, disclose, describe, identify, or refer to a right, Claim, Cause of Action, defense, or counterclaim, or potential right, Claim, Cause of Action, defense, or counterclaim, in the Schedules or Statement of Financial Affairs for any Debtor, the Disclosure Statement, the Plan, a Liquidation Trust Agreement, any of the documents in the Plan Documents Supplement or any

other document filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or alter the Trustee's or a Liquidating Trust's right to commence, prosecute, defend against, settle, and realize upon any rights, Claims, Causes of Action, defenses, or counterclaims that the Trustee, the Debtors and/or the Estates has or may have as of the Confirmation Date. The Trustee as the estate representative of the Estates on and after the Effective Date or a Liquidating Trustee as a representative of a Liquidating Trust may commence, prosecute, defend against, recover on account of, and settle all rights, Claims, Causes of Action, defenses, and counterclaims in their sole discretion in accordance with the best interests, and for the benefit of, the post-Effective Date Estates and the Liquidating Trusts.

6.10. Non-Discharge of Debtors and Injunction.

THIS PLAN PROVIDES FOR AN INJUNCTION OF CERTAIN ACTIONS AND CLAIMS AGAINST THE DEBTORS. HOLDERS OF CLAIMS, RIGHTS, CAUSES OF ACTION OR INTERESTS AGAINST ANY ONE DEBTOR MAY NOT PURSUE (a) PROPERTY OF THE ESTATES, WHETHER EXISTING PRIOR TO OR AFTER THE EFFECTIVE DATE, THE LEGACY CONSOLIDATED ESTATE, OR ANY OF THE LIQUIDATING TRUSTS OTHER THAN THROUGH SEEKING ALLOWANCE OF ITS CLAIM, IF ANY, FOR DISTRIBUTION IN ACCORDANCE WITH THIS PLAN; OR (b) THE TRUSTEE AND HIS AGENTS.

PURSUANT TO SECTION 1141(d)(3) OF THE BANKRUPTCY CODE, THE CONFIRMATION ORDER SHALL NOT DISCHARGE CLAIMS AGAINST THE DEBTORS. HOWEVER, NO HOLDER OF A CLAIM OR EQUITY INTEREST MAY RECEIVE ANY PAYMENT FROM OR SEEK RECOURSE AGAINST ANY ASSETS THAT ARE PROPERTY OF THE ESTATES WHETHER EXISTING PRIOR TO OR AFTER THE EFFECTIVE DATE, THE LEGACY CONSOLIDATED ESTATE, OR ANY OF THE LIQUIDATING TRUSTS, EXCEPT FOR THOSE ASSETS REQUIRED TO BE DISTRIBUTED TO SUCH HOLDER AS EXPRESSLY PROVIDED FOR IN THE PLAN.

AS OF THE EFFECTIVE DATE, ALL PERSONS ARE PRECLUDED FROM ASSERTING AGAINST ANY PROPERTY OF THE ESTATES, THE LEGACY CONSOLIDATED ESTATE AND ANY OF THE LIQUIDATING TRUSTS AND ASSETS THAT ARE DISTRIBUTED OR TO BE DISTRIBUTED UNDER THE PLAN OR ANY OF THE LIQUIDATING TRUSTS ANY CLAIMS, RIGHTS, CAUSES OF ACTION, LIABILITIES OR INTERESTS BASED UPON ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED PRIOR TO THE EFFECTIVE DATE, OTHER THAN AS EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, REGARDLESS OF THE FILING, LACK OF FILING, ALLOWANCE OR DISALLOWANCE OF ANY CLAIM OR EQUITY INTEREST AND REGARDLESS OF WHETHER SUCH PERSON HAS VOTED TO ACCEPT THE PLAN.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ON AND AFTER THE EFFECTIVE DATE, ALL PERSONS THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A DEBT, RIGHT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OR INTEREST AGAINST OR IN THE DEBTORS THAT WOULD BE DISCHARGED UPON CONFIRMATION OF THE PLAN ON THE EFFECTIVE DATE BUT FOR THE PROVISIONS OF SECTION 1141(d)(3) OF THE BANKRUPTCY CODE SHALL BE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF SUCH DEBT, RIGHT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OR INTEREST: (i) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING ON ACCOUNT OF SUCH DEBT, RIGHT, CLAIM, CAUSE OF ACTION, OR OTHER LIABILITY OR INTEREST AGAINST ASSETS OR PROCEEDS THEREOF THAT ARE PROPERTY OF THE ESTATES, THE LEGACY CONSOLIDATED ESTATE OR THE LIQUIDATING TRUSTS AND WHICH ARE TO BE DISTRIBUTED UNDER THE PLAN AND/OR THE LIQUIDATING TRUSTS, OTHER THAN TO ENFORCE ANY RIGHT TO A DISTRIBUTION WITH RESPECT TO SUCH ASSETS OR THE PROCEEDS THEREOF AS PROVIDED UNDER THE PLAN; (ii) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST ANY ASSETS TO BE DISTRIBUTED TO CREDITORS OR EQUITY INTERESTS UNDER THE PLAN AND/OR THE LIQUIDATING TRUST, OTHER THAN AS PERMITTED UNDER SUBPARAGRAPH (i) ABOVE; and (iii) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY ASSETS TO BE DISTRIBUTED UNDER THE PLAN AND THE LIQUIDATING TRUSTS, OTHER THAN AS PERMITTED BY THE PLAN AND/OR THE LIQUIDATING TRUSTS, PROVIDED THAT NOTHING CONTAINED HEREIN SHALL LIMIT THE RIGHTS OF ANY DISTRIBUTEE UNDER THE PLAN FROM TAKING ANY ACTIONS IN RESPECT OF PROPERTY DISTRIBUTED OR TO BE DISTRIBUTED TO IT UNDER THE PLAN AND/OR THE LIQUIDATING TRUSTS.

ARTICLE VII

OBJECTIONS TO CLAIMS AND EQUITY INTERESTS AND DISTRIBUTION

7.1. Objections to Claims and Equity Interests.

Unless otherwise extended by an order entered by the Bankruptcy Court, objections to the allowance of Claims and Equity Interests shall be filed and served upon the Persons asserting such Claims and Equity Interests as follows: (a) for known Priority Tax Claims, Secured Tax Claims, Secured Claims, Priority Unsecured Claims, General Unsecured Claims, and Equity Interests, no later than ninety (90) days after the Effective Date; (b) for any and all Claims to which the Administrative Claims Bar Date, the Professional Administrative Claims Bar Date or the Contract Rejection Claims Bar Date applies, thirty (30) days after the expiration of the respective Bar Date; and (c) for any other Claim or Equity Interest that is not one to which the

Administrative Claims Bar Date, the Professional Administrative Claims Bar Date or the Contract Rejection Claims Bar Date applies, thirty (30) days after the Trustee is provided notice of such Claim or Equity Interest. Nothing in this provision is meant to be waiver of any defenses held by the Estates or a Liquidating Trust, including the application of a Bar Date.

The Trustee or the Liquidating Trustee, as applicable (a) holds all Retained Claims and Actions as set forth in Article VI, Section 6.9 of the Plan; (b) is responsible for filing objections to any and all Claims that are Disputed Claims asserted against the Estates or a Liquidating Trust; (c) has authority to settle and compromise any objection to a Disputed Claim or a Disputed Equity Interest, if appropriate, including any adversary proceedings without further order of the Bankruptcy Court, provided that the total Cash settlement amount does not exceed \$10,000 in amount; and (d) may assert any and all Claims, rights of action, Causes of Action, counterclaims and defenses held by the Estates or the Liquidating Trust after the Effective Date as they existed prior to the Effective Date. Providing a Ballot to the holder of a Claim or Equity Interest or making a Distribution to the holder of a Claim or Equity Interest shall not be considered to be a waiver or release by the Debtors, the Trustee, a Liquidating Trust or any of the Estates of any Claims against the holder of the Claim or Equity Interest.

7.2. Disputed Claims and Equity Interests.

On the Effective Date or thereafter, no Distributions shall be made unless a Claim is an Allowed Claim or an Equity Interest is an Allowed Equity Interest. Except as may otherwise be agreed with respect to any Disputed Claim, no payment or Distribution will thereafter be made with respect to all or any portion of a Disputed Claim or a Disputed Equity Interest until such Claim is an Allowed Claim or such Equity Interest is an Allowed Equity Interest entitled to a Distribution under the Plan. Distributions to each holder of a Disputed Claim or Disputed Equity Interest (to the extent that such Claim or Equity Interest, or any portion thereof, ultimately becomes an Allowed Claim or Equity Interest) must be made in accordance with the Plan.

7.3. Estimation of Claims.

Before the Effective Date, a Debtor or the Trustee, and after the Effective Date, the Trustee or a Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall have jurisdiction to estimate such Claim at any time, including, without limitation, to establish the amount of the Claim for voting purposes, the amount of a Disputed Cash Reserve, or during any litigation concerning or an objection to such Claim, including the subordination of such Claim. The Trustee shall be entitled to request that the Bankruptcy Court determine either the Allowed amount of such Claim, a maximum limitation on such Claim for any given purpose, and whether the Claim may be subordinated. If the Bankruptcy Court determines the maximum limitation of such Claim, such determination shall not preclude any additional proceedings objecting to allowance of or Distribution on such Claim in accordance with the Plan and a Liquidating Trust Agreement. If the Bankruptcy Court determines the Allowed amount of such Claim, the amount so determined shall be deemed the amount of the Claim for all purposes under this Plan. All such proceedings are cumulative and not exclusive remedies.

7.4. Disputed Claims Reserves of Estates.

7.4.1. Establishment.

Prior to any Distribution of Reserved Funds of any Debtor under the Plan on account of Allowed Claims, the Trustee shall establish, if necessary and in an amount based on his sole discretion, Reserved Funds for Disputed Claims against the Legacy Consolidated Estate, the CAOP I Estate, and the CAOP II Estate (collectively, the “Disputed Claims Reserves”). No Disputed Claims Reserve is necessary if there are no Disputed Claims against an Estate on the Effective Date. For the sake of clarity, the Disputed Claims Reserves provided for herein apply only to Reserved Funds, and not to Liquidating Trust Assets. Treatment of Cash reserves for Disputed Claims and Disputed Equity Interests held by a Legacy Trust Beneficiary, a CAOP I Trust Beneficiary or a CAOP II Trust Beneficiary are governed by the applicable Liquidating Trust Agreement.

7.4.2. Distribution Upon Allowance of Disputed Claim.

Within fifteen (15) Business Days of a Disputed Claim becoming an Allowed Claim against a Debtor, the holder of such Claim shall be paid in accordance with the Plan from the Disputed Claims Reserve for that Debtor’s Estate. The amount of Cash released from the Disputed Claims Reserve to make such a Distribution shall be calculated so that the holder of the newly Allowed Claim receives a Distribution equal to the total percentage Distributions made prior to the date that its Claim was Allowed to the holders of other Allowed Claims in the same Class. No holder of a Disputed Claim shall have any right to interest on such Disputed Claim or fees and costs related to such Disputed Claims unless required under the Plan.

7.4.3. Release of Cash from Disputed Claims Reserves.

If a Disputed Claim, or any portion thereof, is a Disallowed Claim, the Cash in the applicable Disputed Claims Reserve allocated for such Disputed Claim shall be released from the Disputed Claims Reserve. If a Disputed Claim, or any portion thereof becomes an Allowed Claim in an amount that is less than the Cash held in the applicable Disputed Claims Reserve for such Claim, the excess Cash related to such Claim shall be released from the Disputed Claims Reserve. If any Cash exists in a Disputed Claims Reserve after all Disputed Claims have been determined, the Cash shall be used by the Trustee as Reserved Funds for the applicable Debtor, or if Reserved Funds are no longer necessary to implement the Plan, transferred to the applicable Liquidating Trust as a Liquidating Trust Asset.

7.5. Method of Distribution Under the Plan.

7.5.1. General.

Distributions under the Plan shall be made by the Trustee. For the sake of clarity, this Section 7.5 does not apply to Distributions under a Liquidating Trust. The method of Distribution for a Liquidating Trust is governed by the applicable Liquidating Trust Agreement.

7.5.2. Mailing.

All Distributions under the Plan shall be mailed by first class mail, postage prepaid, to the respective addresses of holders of Allowed Claims as listed on the Distribution Record Date (i) on the respective proofs of Claim filed by such holders, including amendments thereto, (ii) on any written notices of address changes delivered to the Trustee after the date of the filing of any applicable proof of Claim, or (iii) at the addresses reflected on the Schedules if no proof of Claim is filed and the Trustee has not received a written notice of change of address.

7.5.3. Form of Distributions.

Any Distribution of Cash made by the Trustee pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank, at the option of the Trustee; *provided, however*, that after the occurrence of the Effective Date, the Trustee is not obligated to make any Cash Distribution under the Plan unless the amount exceeds ten dollars (\$10.00); *provided, further*, that Cash equal to 100% of the Distributions to which the holder of a Claim would be entitled under the Plan if the payment to such holder was less than or equal to ten dollars (\$10.00) shall be maintained in a reserve (the “Small Payment Reserve”) for the benefit of such holder until an aggregate of at least ten dollars (\$10.00) is payable to such holder and at such time the holder shall receive a payment equal to 100% of the Distributions to which it would otherwise be entitled. To the extent that a final Distribution would require a Distribution of ten dollars (\$10.00) or less to a holder of an Allowed Claim, such amount shall be deemed forfeited, and shall be redistributed to holders of Allowed Claims who are to receive a final Distribution in excess of ten dollars (\$10.00) on account of their Allowed Claim. If, in the sole discretion of the Trustee, excess Cash exists as of the time of a final Distribution that is so *de minimis* in amount that it cannot be reasonably redistributed to holders of Allowed Claims, the Trustee may transfer the Cash to the applicable Liquidating Trust.

7.5.4. Distributions to be on Business Days/Timeliness.

Any payment or Distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Any Distribution required to be made on the Effective Date shall be deemed timely if made as soon as practicable after the Effective Date and, in any event, within thirty (30) Business Days after the Effective Date.

7.5.5. Distributions to Holders as of the Distribution Record Date.

As of the close of business on the Distribution Record Date, the claim dockets of each Debtor will be deemed closed. The Trustee shall have no obligation to recognize any transfer of any Claims or Equity Interests occurring, arising or filed with the Bankruptcy Court after the close of business on the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the close of business on the Distribution Record Date.

7.5.6. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, the Trustee shall comply with all withholding and reporting requirements imposed on it by a Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements.

7.6. Unclaimed Funds.

If (a) at the time a Distribution to holders of Allowed Claims is to be made under this Plan, the Trustee is unable to deliver the portion of such Distribution due to a holder of an Allowed Claim, (b) any amount paid to the holder of an Allowed Claim is returned as undeliverable and the Trustee is unable, with reasonable effort, to ascertain a correct address for the holder entitled thereto within thirty (30) days of its return, or (c) any check Distributed in payment of an Allowed Claim is neither returned nor negotiated within three (3) months of the date Distributed, in every such case, the Allowed Claim shall be deemed reduced to zero in amount and the holder thereof shall have no further right to payment against or Distribution from any Debtor, any Estate, the Legacy Consolidated Estate, the Trustee or any Liquidating Trust in any way. The Cash that, but for this Section, would have been payable to the holders of such Allowed Claims shall, to the extent applicable, revert to the applicable Estate as Reserved Funds and be available for application or Distribution in accordance with the terms of the Plan. In regard to locating holders of Allowed Claims whose Distributions or notices are properly mailed but nevertheless returned, the Trustee shall be required to take no more steps other than to compare the returned mail against addresses held for the holder of the Claim through filed documents or correspondence and conduct a general internet search for an alternative address.

ARTICLE VIII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. Executory Contracts and Unexpired Leases.

Unless expressly stated in this Plan, any executory contracts or unexpired leases of a Debtor shall be deemed rejected as of the Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to Section 365(a) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected as of the Effective Date of the Plan.

8.2. Rejection Damage Claims And Contract Rejection Claim Bar Date.

If the rejection of an executory contract or unexpired lease pursuant to this Article VIII results in a Claim for damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a filed proof of Claim, shall be forever barred and shall not be enforceable against the applicable Estate or Liquidating Trust or its respective properties or agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served on the Trustee on or before thirty (30) days following the Confirmation Date,

which shall be the “Contract Rejection Claim Bar Date.” Unless otherwise ordered by the Bankruptcy Court or provided in the Plan, all such Claims for which proofs of Claim are timely filed will be treated as General Unsecured Claims subject to the provisions of the Plan. The Trustee shall have the right to object to any rejection damage Claims.

ARTICLE IX

CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVE DATE

9.1. Conditions to Confirmation.

Confirmation of the Plan shall not occur unless and until each of the conditions set forth below has been satisfied or duly waived by the Trustee:

(a) The Plan Documents Supplement has been filed in the form and substance acceptable to the Bankruptcy Court.

(b) The Court shall have entered the Confirmation Order.

9.2. Conditions to Effective Date.

The Effective Date of the Plan as to any Debtor shall not occur unless and until each of the conditions set forth below has been satisfied or waived by the Trustee:

(a) The Confirmation Order, in form and substance reasonably acceptable to the Trustee, has been entered by the Bankruptcy Court and the same is a Final Order.

(b) All actions, other documents and agreements necessary to implement the Plan, including with limitations the documents in the Plan Documents Supplement, have been executed, delivered, and, if necessary, properly recorded, and have become effective.

(c) The respective Estates shall have sufficient Cash to meet all Cash funding obligations under the Plan required to be made on the Effective Date.

9.3. Waiver of Conditions.

The Trustee in his sole discretion may waive one or more of the conditions precedent to the effectiveness of the Plan set forth in Section 9.2 above, except that the Trustee may not waive the condition that the Estate will have sufficient Cash to meet all payment and funding obligations under the Plan on the Effective Date.

ARTICLE X

RETENTION OF JURISDICTION

Pursuant to Sections 105(a) and 1142 of the Bankruptcy Code, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of and related to the Bankruptcy Cases, the assets and liabilities of the respective Estates existing both prior to and after entry of the Consolidation Order, the Liquidating Trusts, and the Plan to the fullest extent permitted by law, including, but not limited to:

1. Allowing, disallowing, determining, liquidating, classifying, estimating or establishing the priority or secured or unsecured status of any Claim not otherwise Allowed under the Plan, including but not limited to resolving any request for payment of any Administrative Expense Claim or Claims for Post-Effective Date Estate Administration Costs, resolving any objection to the allowance or priority of Claims, and resolving any dispute as to the subordination of any Claim or Interest;

2. Allowing, disallowing, determining, liquidating, or classifying any Equity Interest not otherwise Allowed under the Plan, including but not limited to resolving any request for payment of the same or any disallowance of the same;

3. Approving compromises and settlements under Bankruptcy Rule 9019 to the extent required under or included in the Plan;

4. Hearing and determining any and all Retained Claims and Actions, Claims, Causes of Action or rights that have been or may be asserted or commenced by the Trustee or a Liquidating Trust;

5. Hearing and determining disputes related to recommendations of the Conflicts Referee and approving recommendations of the Conflicts Referee;

6. Hearing and determining all applications for compensation and reimbursement of expenses of Professionals under the Plan or under Sections 330, 331, 503(b), 1103 and 1129(a)(4) of the Bankruptcy Code;

7. Hearing and determining any and all adversary proceedings, motions, applications, requests for disgorgement and contested or litigated matters arising out of, arising under or related to the Bankruptcy Cases;

8. Effectuating performance of and payment under the provisions of any settlement agreement entered into on behalf of the Estate or a Liquidating Trust and payment under any Final Order and judgment obtained in any Causes of Action or related to any Claims or Causes of Action asserted against any Person;

9. Entering such Orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including any Plan Supplement Documents;

10. Hearing and determining all matters and disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Disclosure Statement, the Plan and the Confirmation Order, including but not limited to disputes arising under agreements, documents or instruments executed in connection with the Plan set forth in the Plan Supplement Documents or otherwise;

11. Modifying the Plan and/or any documents executed in conjunction with the Plan at the request of the Trustee and as provided by applicable law, including without limitation to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purpose and the intent of the Plan;

12. Issuing injunctions, entering and implementing other orders, or taking such other actions as may be necessary or appropriate to restrain interference by any Person with implementation, consummation, or enforcement of the Plan, a Liquidating Trust or the Confirmation Order;

13. Entering and implementing orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;

14. Enforcing all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Bankruptcy Cases;

15. Determining any Claim or liability to a Governmental Unit which may be asserted as a result of the transactions contemplated herein;

16. Hearing and determining all matters concerning state, local, and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code, including but not limited to Claims and Causes of Action related to the California Tax Refund Claim, defined in Part II, Section (D) of the Disclosure Statement;

17. Hearing and determining any and all matters relating to the administration of the Estates by the Trustee either prior to or after the Effective Date;

18. Hearing and determining any and all matters relating to the administration of the Liquidating Trusts or arising as a result of a Claim or Causes of Action asserted by a Liquidating Trust, including the Individual Claims; and

19. Entering Final Decrees and closing the Bankruptcy Cases.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1. Continuation of Injunctions or Stays Until Effective Date.

All injunctions or stays provided for in the Bankruptcy Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date. Thereafter, the injunction provided for in Article VI, Section 6.10 of the Plan shall apply.

11.2. Notice of Effective Date.

As soon as practicable after the occurrence of the Effective Date, but no later than ten (10) Business Days thereafter, the Trustee shall file and serve on each holder of an alleged Claim and each Equity Security Holder a written notice of the occurrence of the Effective Date.

11.3. Limitation of Liability.

Except as otherwise expressly provided in the Plan, on and after the Effective Date, the Debtors; the Trustee and his employees, officers, directors, agents or representatives; the Committee and its employees, officers, directors, agents or representatives; any Professionals; and the Estates, shall not have or incur any liability to any Person for any authorized act taken or authorized omission made in good faith in connection with or related to the Bankruptcy Cases or the Estates, including the objections to or estimations of Claims or Equity Interests, disposition of assets, or formulating, determining not to solicit acceptances or rejections to, or confirming the Plan, or any contract, instrument, release, or other agreement or document created in connection with the Plan or otherwise.

Consistent with Section 1125(e) of the Bankruptcy Code, to the extent acceptances or rejections of the Plan have been solicited, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Debtors, the Trustee and Professionals are not liable on account of such solicitation or participation or for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

11.4. Execution of Documents and Corporate Action.

The Trustee may execute such documents or take such other action as is necessary to effectuate the transactions provided for in this Plan, and to wind-down or dissolve any of the Debtors or any CAREIC Affiliate.

11.5. Default of Plan.

In the event of any default of the provisions of this Plan, a Creditor or party in interest aggrieved by such default may provide written notice to the Trustee. The written notice of

default must describe with specificity the nature of the default alleged and the steps required to cure such default. The Trustee shall have thirty (30) Business Days after receipt of notice of default to cure such default. If the Trustee does not cure such default within thirty (30) Business Days after receipt of a notice of default, then a Creditor or party in interest aggrieved by such default may apply to the Bankruptcy Court to compel compliance with the applicable provisions of the Plan. The Bankruptcy Court, after notice and a hearing, shall determine whether a default occurred, and if a default occurred, whether such default has been cured. Upon finding a material default, the Bankruptcy Court may issue such orders as may be appropriate, including an order compelling compliance with the pertinent provisions of the Plan.

11.6. Setoffs and No Waiver.

Except as otherwise provided in this Plan, nothing contained in this Plan shall constitute a waiver or release by a Debtor, the Trustee and an Estate of any rights of setoff any Estate may have against any Person. The failure of the Debtors, the Trustee or any other Person to object to any Claim or Equity Interest either in whole or in part for purposes of voting on the Plan shall not be deemed a waiver of any right to object to such Claim, in whole or in part.

11.7. Amendment or Modification of the Plan.

Alterations, amendments or modifications of the Plan may be proposed in writing by the Trustee at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of Sections 1122 and 1123 of the Bankruptcy Code, and the Trustee shall have complied with Section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time before or after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of Sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under Section 1129 of the Bankruptcy Code. A holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. The Trustee may, without notice to holders of Claims or Equity Interests insofar as it does not materially and adversely affect the interests of any such holders, correct any defect or omission in the Disclosure Statement, this Plan, or the Plan Supplement Documents.

11.8. Revocation or Withdrawal of the Plan.

The Trustee reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent plans of liquidation. If the Trustee revokes or withdraws the Plan, or if confirmation or consummation does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the allowing, fixing or limiting to an amount certain any Claim, Equity Interest or Class of Claims or Equity Interests, rejection or assumption of any executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan) shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation

for consummation of the Plan, shall (i) constitute a waiver or release of any Claims by or against any Estate, the Debtors or any other party, (ii) prejudice in any manner the rights of the Debtors or Trustee in any further proceedings involving the Debtors or the Estates, or (iii) constitute an admission of any sort by the Debtors, Trustee, or Estates.

The Trustee reserves his right to seek confirmation of the Plan in fewer than all of the Bankruptcy Cases. In other words, if the Bankruptcy Court determines that a cram-down of the Plan pursuant to Section 1129(b) of the Bankruptcy Code is legally impermissible in regard to a particular Debtor and its Estate, then the Trustee may withdraw the Plan in regard to that particular Debtor, its Estate and its Bankruptcy Case and the Trustee may then proceed to seek confirmation of the Plan as to those Bankruptcy Cases in which the cram down provisions of Section 1129(b) of the Bankruptcy Code may validly be exercised.

11.9. Severability.

If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, upon the request of the Trustee, 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 shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alternation or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable according to its terms.

11.10. Effect of Confirmation - Binding Effect and No Revesting of Property.

On the Confirmation Date, the provisions of the Plan and all rights, duties and obligations hereunder shall be binding upon and inure to the benefit of the Debtors, the Trustee, the Estates, the Liquidating Trustee, the Liquidating Trusts, all holders of Claims against or Equity Securities in the Debtors, all parties of interest in the Bankruptcy Cases, and any successors and assigns. The Plan shall be binding whether or not a holder of a Claim or Equity Security is impaired and whether or not such holders have voted or have voted to accept the Plan. Furthermore, the rights, duties and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

Notwithstanding Section 1141(b) of the Bankruptcy Code, the confirmation of the Plan does not vest all property of the Estates with the Debtors. Property of the Estates after confirmation of the Plan, including all Retained Claims and Action, shall remain vested with post-confirmation Estates provided for herein, unless such property is a Liquidating Trust Asset. All such Liquidating Trust Assets shall be property of the Estates until the Effective Date whereupon it will be transferred to the applicable Liquidating Trust.

11.11. Dissolution of Committee.

On the Effective Date, the Committee shall be disbanded and its Committee Members shall be released and discharged from all rights and duties arising from, or related to, the Bankruptcy Cases; provided, however, the Committee and the Committee Professionals shall continue in effect following the Effective Date for the limited purpose of submitting applications for allowance of Administrative Expense Claims of Committee Members and Committee Professionals and for reviewing and, to the extent appropriate, objecting to applications for allowance of Administrative Expense Claims of other Professionals and Non-Professionals in the Bankruptcy Cases.

11.12. Post-Confirmation Administration - Fees, Reports, Final Decree.

On and after the Effective Date, the Trustee shall no longer be required to file monthly operating reports with the United States Trustee, but shall provide any quarterly reports requested by the United States Trustee. Furthermore, the Trustee's employment of any professional after the Effective Date will not require approval of the Bankruptcy Court, and the Trustee may pay post-Effective Date fees and costs without application to the Bankruptcy Court.

Until the entry of a Final Decree, the Trustee shall:

- (a) Pay the costs of administering the Estates, including Post-Effective Date Estate Administration Costs, and any fees due pursuant to 28 U.S.C. §1930;
- (b) File status reports related to the consummation of the Plan when, in his discretion, such reports would be beneficial to the Court and to holders of Claims and Equity Interests; and
- (c) Once the Estates and the Liquidating Trusts have been fully administered, as referred to in Bankruptcy Rule 3022, file a final report and account of all receipts and disbursements, and serve that report via ECF with notice of said report served on Persons entitled to notice in the Bankruptcy Cases. Any such report shall include a request that the Bankruptcy Court enter a Final Decree in the Bankruptcy Cases. Such final report and request for Final Decree may be filed separately for each Estate.

11.13. Notices.

All notices, requests and demands to or upon the Trustee or a Liquidating Trustee shall only be effective if in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by e-mail, when received and confirmed, addressed as follows:

To the Trustee or the Legacy Trustee:

Peggy Hunt
Nathan S. Seim
Dorsey and Whitney LLP
136 S. Main St., Suite 1000
Salt Lake City, Utah 84101
hunt.peggy@dorsey.com
seim.nathan@dorsey.com

To the CAOP I Trustee:

Gregory J. Adams
McKay Burton & Thurman
170 South Main Street, Suite 800
Salt Lake City, Utah 84101
gadams@mbt-law.com

To the CAOP II Trustee:

Penrod W. Keith
Durham Jones & Pinegar
111 East Broadway, Suite 900
P O Box 4050
Salt Lake City, Utah 84110-4050
pkeith@djplaw.com

11.14. Governing Law.

Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to the principles of conflicts of law of such jurisdiction.

11.15. No Admissions.

Except as specifically provided in the Plan, nothing contained in the Plan shall be deemed or construed in any way as an admission by the Debtors, the Trustee or the Estates with respect to any matter set forth in the Plan, including the amount or allowability of any Claim or Equity Security, or the value of any property of the Estates.

11.16. Headings.

Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

11.17. Inconsistency.

In the event of any inconsistency between the Plan and the Disclosure Statement, or any other instrument or document created or executed pursuant to the Plan, the terms of the Plan shall govern.

ARTICLE XII

REQUEST FOR CONFIRMATION

The Trustee hereby requests that the Court confirm the Plan pursuant to Section 1129(a) or, if necessary, Section 1129(b) of the Bankruptcy Code.

DATED: February 25, 2013.

/s/ D. Ray Strong
D. Ray Strong, *Trustee*

DORSEY & WHITNEY LLP

/s/ Peggy Hunt
Peggy Hunt
Nathan S. Seim
Attorneys for Chapter 11 Trustee