

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO
The Honorable A. Bruce Campbell**

IN RE:

**CHEYENNE HOTEL INVESTMENTS, LLC
EIN: 26-4293625**

Debtor.

**Case No. 11-25379 ABC
Chapter 11**

**CHAPTER 11 PLAN FOR CHEYENNE HOTEL INVESTMENTS, LLC
SUBMITTED BY WELLS FARGO BANK, N.A.**

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under that certain Pooling and Servicing Agreement
dated March 1, 2006 for the registered holders of
Credit Suisse First Boston Mortgage Securities Corp.,
Commercial Mortgage Pass-Through Certificates,
Series 2006-C1 and as Servicer for U.S. Bank
National Association, as Trustee for the registered
holders of, Mezz Cap Commercial Mortgage Trust,
Commercial Mortgage Pass-Through Certificates,
Series 2006-C4 under Intercreditor Agreement
Among Noteholders

Dated: Denver, Colorado
July 13, 2012

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INTRODUCTION

Wells Fargo Bank, N.A., as Trustee under that certain Pooling and Servicing Agreement dated March 1, 2006 for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-C1 and as Servicer for U.S. Bank National Association, as Trustee for the registered holders of, Mezz Cap Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C4 under Intercreditor Agreement Among Noteholders ("Wells Fargo"), a secured creditor of Cheyenne Hotel Investments, LLC (the "Debtor"), debtor and debtor in possession, hereby proposes the following Chapter 11 plan for the satisfaction and discharge of all Claims against and Interests in the Debtor.

Wells Fargo is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code (defined below). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Rule 3019 of the Federal Rules of Bankruptcy Procedure, Wells Fargo reserves the right to alter, amend or modify this Plan, as necessary or appropriate, prior to its substantial consummation.

Under section 1125(b) of the Bankruptcy Code, votes to accept or reject a Chapter 11 plan typically cannot be solicited until the Disclosure Statement has been approved by the Bankruptcy Court and distributed to holders of claims and interests. This Plan, however, does not require the solicitation of votes, and no Disclosure Statement is necessary.

ARTICLE I.

DEFINITIONS; RULES OF INTERPRETATION; COMPUTATION OF TIME

A. Rules of Interpretation; Computation of Time; Governing Law

1. General

In this Plan:

(a) Each term, whether stated in singular or plural, includes both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include each such gender.

(b) Any reference to a contract, instrument, or other agreement or document as being in a particular form or on particular terms and conditions means the agreement or document substantially in that form or on those terms and conditions.

(c) Any reference to an existing document or exhibit means that document or exhibit as it may have been or may be amended, modified, or supplemented.

(d) Unless otherwise specified, all references to Sections, Articles, Schedules, and Exhibits are to this Plan.

(e) The words "herein" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan.

(f) Captions and headings to Articles and Sections are for ease of reference and are neither a part of, nor shall they affect the interpretation of this Plan.

(g) Any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

(h) The rules of construction in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

2. "Including"

As used in this Plan, "including" means "including without limitation" or "including, but not limited to."

3. "On"

With respect to Plan distributions, "on" a date means on or as soon as reasonably practicable after that date.

4. Computation Of Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided herein, the provisions of Rule 9006(a) of the Bankruptcy Rules apply.

B. Defined Terms

The following terms shall have the following meanings when used in capitalized form in this Plan:

1. "Administrative Claim" means a Claim for payment of an administrative expense of a kind specified in section 503(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority under section 507(a)(2) of the Bankruptcy Code, including (without limitation) (a) actual, necessary costs and expenses, incurred after the Petition Date, of preserving the Debtor's Estate and operating its business, including wages, salaries, or commissions for services rendered after the Petition Date, (b) Professional Fees, and (c) all fees and charges assessed against the Estate under chapter 123 of title 28, United States Code; *provided, however*, that post-Petition Date liabilities incurred or expenses arising in the ordinary course of the Debtor's business, including, but not limited to, trade vendor, employee wage and benefit, and state and local property, sales, and use taxes, (i) shall not constitute Administrative Claims for which a proof of Administrative Claim shall be required to be filed and (ii) to the extent not due and owing as of the Effective Date, shall be paid by Wells Fargo in the ordinary course of business.

2. "Administrative Claims Bar Date" means the deadline for filing Administrative Claims, including Professional Fee Claims, which date shall be set forth in the Confirmation Order.

3. "Allowed Claim" means: (a) a Claim that has been listed by the Debtor in its Schedules (as such Schedules have been or may be amended from time to time) as other than disputed, contingent, or unliquidated and as to which the Debtor or other parties-in-interest have not filed a timely objection; (b) a Claim that has been timely filed on or before the applicable claims bar date set by the Bankruptcy Court and either is not a Disputed Claim or has been allowed by Final Order; (c) a Claim that is approved by a Final Order of a court of competent jurisdiction (i) in any stipulation of amount and nature of Claim executed prior to the Confirmation Date, (ii) in any stipulation or agreement with the Debtor with regard to the amount and nature of Claim executed or agreed to by the Debtor or the Plan Administrator, or (iii) in any contract, instrument, settlement agreement, consent decree, or other agreement entered into or assumed in connection with this Plan; (d) a Claim that has been filed by the applicable claims bar date or has otherwise been deemed timely filed under applicable law relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; (e) the amount of such Claim as estimated by the Bankruptcy Court pursuant to section 502(c) of the Bankruptcy Code; or (f) any Claim that is allowed pursuant to the terms of this Plan.

4. "Allowed . . . Claim" means an Allowed Claim of the type described.

5. "Assets" means any and all real or personal property of any nature, including, without limitation, any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, claims, causes of action and any other general intangibles of the Debtor, as the case may be, of any nature whatsoever, including, without limitation, the property of the Estate under section 541 of the Bankruptcy Code.

6. "Assumed Contracts" means all executory contracts and unexpired leases assumed by the Debtor under section 365 of the Bankruptcy Code pursuant to an order of the Bankruptcy Court entered prior to or on the Confirmation Date, including, but not limited to, the Confirmation Order.

7. "Avoidance Actions" means the Debtor's causes of action for any avoidance or recovery action under sections 502, 506, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553 and 724(a) of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfers, whether or not litigation has been commenced with respect to such causes of action as of the Effective Date.

8. "Bankruptcy Code" means Title 11 of the United States Code, as in effect on the Petition Date, together with all amendments, modifications, and replacements of the foregoing, to the extent such amendments, modifications, or replacements are applicable to this Chapter 11 Case.

9. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Colorado, or such other court as may properly exercise jurisdiction over the Debtor's Chapter 11 Case.

10. "Bankruptcy Rules" means, collectively, the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of Title 28 of the United States Code and the Official Bankruptcy Forms, the Federal Rules of Civil Procedure, as applicable to the Chapter 11 Case or proceedings therein, and the Local Rules of the Bankruptcy Court, all as now in effect or hereafter amended, and as applicable to this Chapter 11 Case.

11. "Business Day" means any day, excluding Saturdays, Sundays or "legal holidays" (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in Denver, Colorado.

12. "Cash" means cash and cash equivalents, including, without limitation, wire transfers, bank deposits, checks and legal tender of the United States.

13. "Causes of Action" means any and all of the Estate's and the Debtor's actions, Claims, demands, rights, defenses, counterclaims, suits, causes of action, liabilities, obligations, debts, judgments, remedies, damages, recoupments, cross claims, counterclaims, third-party claims, indemnity claims, contribution claims, and any other claim, whether known or unknown, foreseen or unforeseen, direct or indirect, derivative, choate or inchoate, in law, equity, or otherwise, including all avoidance actions and rights to recover transfers voidable or recoverable under 11 U.S.C. §§ 502, 542, 543, 544, 545, 547, 548, 549, 550, 551, and/or 553, and any and all other claims or rights of any value whatsoever, at law or in equity, against any Creditor or other third party, including any and all claims against any Insiders, members, officers, directors, managers or employees of the Debtor; *provided, however*, that, when used in the Plan, the term "Causes of Action" does not include any Claim, obligation, suit, judgment, damages, right, remedy, cause of action, charge, cost, debt, indebtedness, or liabilities released or waived pursuant to Article VI of the Plan or by order of the Bankruptcy Court. When used in the Plan, the term "Causes of Action" shall also specifically include any claim, demand, right, and cause of action that may only be asserted by a Person other than the Debtor (including the Holder of a Claim or Interest) on a derivative or other basis. A Cause of Action shall not under any circumstances be waived as a result of the failure of Wells Fargo to describe such Cause of Action with specificity in the Plan. Causes of Action shall include, but not be limited to, those payments and other transactions identified in the Statement of Financial Affairs filed by the Debtor on June 28, 2011 [Docket No. 1]. Except as expressly provided herein, nothing in the Plan operates as a release of any of the Causes of Action. Causes of Action shall include any Cause of Action against Wells Fargo.

14. "Chapter 11 Case" means the Debtor's Chapter 11 case, pending in the Bankruptcy Court as Case No. 11-25379-ABC.

15. "Cheyenne Equity Interests" means the membership interests, and any other form of equity or ownership interest, in the Debtor, as of the date immediately preceding the Effective Date, including, but not limited to, all issued, unissued, authorized or outstanding shares or membership interests, together with any warrants, options or contract rights to purchase

or acquire such interests at any time, as well as, any partnership, membership or other ownership interests in or of the Debtor together with any options or contract rights to purchase or acquire such interests at any time.

16. "Claim" means a "claim" against the Debtor, as defined in section 101(5) of the Bankruptcy Code and as supplemented by section 102(2) of the Bankruptcy Code, whether or not asserted, or reduced to judgment, whether known or unknown, liquidated or unliquidated, fixed, contingent, non-contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, whether arising before, on or after the Petition Date.

17. "Class" means one of the classes of Claims or Interests listed in Article II of this Plan.

18. "Collateral" means any property or interest in property of the Debtor's Estate 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 other applicable law.

19. "Compensation and Benefit Plans" means all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtor, as amended, applicable to their employees, retirees (other than policies, programs and plans with respect to "retiree benefits", as that term is defined in section 1114(a) of the Bankruptcy Code) and non-employee directors and the employees and retirees of their subsidiaries, including, without limitation, all savings plans, retirement and investment plans, health care plans, disability plans, severance benefit plans, incentive plans, and life, accidental death, and dismemberment insurance.

20. "Confirmation" means the entry of the Confirmation Order by the Bankruptcy Court.

21. "Confirmation Date" means the date that the Bankruptcy Court enters a Confirmation Order on its docket, within the meaning of the Bankruptcy Rules 5003 and 9021.

22. "Confirmation Hearing" means the hearing held by the Bankruptcy Court to consider confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

23. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

24. "Creditor" means a creditor, within the meaning of section 101(10) of the Bankruptcy Code, of the Debtor.

25. "Debtor" has the meaning ascribed to it in the Introduction hereof.

26. "Disallowed Claim" means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order, or (b) is not Scheduled or is Scheduled at zero or as contingent, disputed, or unliquidated and as to which a bar date has been established but no proof

of claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, or otherwise deemed timely filed under applicable law.

27. "Disbursing Agent" means the Plan Administrator or any party designated by the Plan Administrator, as applicable, to serve as a disbursing agent under this Plan.

28. "Disputed Claim" means a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, including, but not limited to, Claims (a) (i) that have not been Scheduled by the Debtor, but as to which a timely proof of claim has been filed or (ii) have been Scheduled at zero or as contingent, unliquidated, or disputed, but as to which a timely proof of claim in a liquidated amount has been filed and (b) as to which the Plan Administrator or any other party-in-interest has interposed a timely objection or request for estimation, or has sought to subordinate or otherwise limit recovery, in accordance with the Bankruptcy Code and the Bankruptcy Rules, or which is otherwise disputed by the Plan Administrator or other party-in-interest in accordance with applicable law, which objection, request for estimation, action to limit recovery, or dispute has not been withdrawn or determined by a Final Order. In the event that any part of a Claim is disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distributions under this Plan unless and until a Final Order has been entered allowing such Claim.

29. "Disputed . . . Claim" means a Disputed Claim of the type described.

30. "Disputed Claim Reserve" means the reserve established and maintained by the Plan Administrator into which the Plan Administrator shall deposit the amount of Cash that would have been distributed by the Plan Administrator on the Distribution Date to the Holder of a Disputed Claim had such Claim been an Allowed Claim on the Distribution Date, pending (a) the allowance of such Claim, or (b) the estimation of such Claim for purposes of allowance. If a Disputed Claim is either contingent or unliquidated as of the Effective Date, the amount reserved for such Claim and deposited in the Disputed Claim Reserve shall equal the Face Amount of such Disputed Claim (together with Post-Petition Interest thereon to the extent otherwise payable on account of such Claim) or such other amount as may be authorized by order of the Bankruptcy Court or agreement between the Plan Administrator and the Holder of such Disputed Claim

31. "Distribution Date" means the date, occurring on or as soon as practicable after the Effective Date, on which the Disbursing Agent first makes distributions to Holders of Allowed Claims as provided in Article III of this Plan; *provided, however*, that in no event shall the Distribution Date occur later than twenty-one (21) calendar days after the Effective Date.

32. "Distribution Record Date" means the record date for purposes of making distributions under this Plan on account of Allowed Claims, which date shall be the Confirmation Date.

33. "Effective Date" means the Confirmation Date, *provided* that: (i) no stay of the Confirmation Order is in effect, and (ii) all conditions to consummation of this Plan set forth in Article X.A hereof have been (x) satisfied or (y) waived pursuant to Article X.B hereof.

34. "Entity" means an "entity" as defined in section 101(15) of the Bankruptcy Code.

35. "Estate" means, individually and collectively, the estate of the Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

36. "Excess Cash" means all Cash held by the Plan Administrator in excess of (i) the amount necessary to make the payments required under the Plan, plus (ii) the amount required to pay the fees, costs, and expenses to be incurred by the Plan Administrator in consummating the Plan, obtaining the Final Decree, and closing the Estate. All such Excess Cash shall be remitted to Wells Fargo, either (x) upon receipt, if designated herein as Excess Cash, or (y) at such time as the Plan Administrator determines it to be Excess Cash.

37. "Executory Contract" means every Lease, unexpired Lease, and every other contract that is subject to being assumed or rejected by the Debtor under 11 U.S.C. § 365, pursuant to the Plan or pursuant to a separate motion.

38. "Face Amount" means (a) when used in reference to a Disputed Claim, the full stated amount claimed by the Holder of such Claim in any proof of claim timely filed with the Bankruptcy Court, (b) when used in reference to an unliquidated Claim, the amount of the Claim as estimated by the Bankruptcy Court under section 502(c) of the Bankruptcy Code, and (c) when used in reference to an Allowed Claim, the Allowed amount of such Claim.

39. "Federal Judgment Rate" means 0.17%, the rate of interest provided for in 28 U.S.C. § 1961 that was in effect on the Petition Date.

40. "Final Decree" means the decree or other order of the Bankruptcy Court closing the Chapter 11 Case, as contemplated by section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

41. "Final Order" means an order, ruling, or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived, or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous Bankruptcy Rule or applicable state court rules of civil procedure, may be filed with respect to such order shall not cause such order not to be a Final Order.

42. "General Unsecured Claim" means any Claim that is not (a) entitled to priority under section 507(a) of the Bankruptcy Code or subordinated pursuant to section 510(b) of the Bankruptcy Code, or (b) a Secured Claim, Priority Tax Claim, Other Priority Claim.

43. "Holder" means a Person or Entity holding a Claim or Interest (as the case may be), and with respect to a distribution under the Plan, a Person or Entity holding the beneficial interest in a Claim or Interest as of the Distribution Date

44. "Impaired" means, when used with reference to a Claim or Interest, a Claim or Interest (as the case may be) that is impaired within the meaning of section 1124 of the Bankruptcy Code.

45. "Insider" means (i) an "insider," as defined in Section 101(31) of the Bankruptcy Code, and (ii) an "affiliate," as defined in Section 101(2) of the Bankruptcy Code.

46. "Interest" means the Cheyenne Equity Interests.

47. "Lease" means any lease agreement between the Debtor and another Person.

48. "Lien" means any charge against or interest in property to secure payment or performance of a claim, debt, or obligation.

49. "Other Priority Claim" means a Claim entitled to priority under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.

50. "Other Secured Claim" means a Secured Claim other than the Wells Fargo Secured Claim.

51. "Person" means a "person" as defined in section 101(41) of the Bankruptcy Code.

52. "Petition Date" means June 28, 2011, the date on which the Debtor filed its petition for relief commencing the Chapter 11 Case.

53. "Plan" means this plan under Chapter 11 of the Bankruptcy Code, together with all exhibits hereto, as it has been or may be amended, modified, or supplemented from time to time in accordance with section 1127 of the Bankruptcy Code, including any Plan Supplement.

54. "Plan Administration Account" means the account to be opened by the Plan Administrator, which account shall comply with the requirements of Section 345 of the Bankruptcy Code, into which the Wells Fargo Plan Funding and the Wells Fargo Cash Collateral will be deposited and maintained until the entry of the Final Decree.

55. "Plan Administrator" means the Person selected by Wells Fargo and approved by the Court in the Confirmation Order to, among other things, receive the Wells Fargo Plan Funding and Wells Fargo Cash Collateral, administer the Estate, and execute the Plan.

56. "Plan Supplement" means the supplement containing substantially final forms of the Plan Supplement Documents to be filed with the Clerk of the Bankruptcy Court no later than fourteen (14) days prior to the Confirmation Hearing.

57. "Plan Supplement Documents" means the documents and information as Wells Fargo determines to be necessary or appropriate to the implementation and/or confirmation of the Plan.

58. "Post-Petition Interest" means (a) with respect to any Claim where the rate of interest on such Claim is fixed by contract, agreement, instrument or any other writing governing the terms of payment of such Claim, the interest rate so fixed from the Petition Date through the Distribution Date, and (b) with respect to any other Claim, interest at the Federal Judgment Rate from the Petition Date through the Distribution Date. For the avoidance of doubt, except as required under applicable non-bankruptcy law, Post-Petition Interest shall not be paid on Administrative Claims or Professional Fee Claims.

59. "Post-Petition Interest Rate Determination Notice" means a notice to be filed by the holder of an Allowed General Unsecured Claim with the Bankruptcy Court and served on Wells Fargo at the addresses set forth in Article VIII.H no later than the date that is fourteen (14) days prior to the first date scheduled for the Confirmation Hearing disputing the rate of Post-Petition Interest for such Claim. The Post-Petition Interest Rate Determination Notice shall (a) identify the Claim and the requested rate of Post-Petition Interest applicable to such Claim and (b) attach documentation supporting payment of such rate of interest for each Claim.

60. "Priority Tax Claim" means a Claim that is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

61. "Professional" means any professional employed in the Chapter 11 Case pursuant to sections 327 of the Bankruptcy Code or otherwise, and the professionals seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to section 503(b)(4) of the Bankruptcy Code.

62. "Professional Fee Claim" means a Claim of a Professional for compensation for services rendered, and/or reimbursement of costs and expenses incurred, after the Petition Date and prior to and including the Confirmation Date.

63. "Proof of Claim" means a proof of claim pursuant to section 501 of the Bankruptcy Code and/or any order of the Bankruptcy Court, together with supporting documents.

64. "Property" means all Assets, including the Real Property.

65. "Property Operation Materials" means all documents, records, and information, wherever located and however maintained, and on any medium, pertaining to the Property, including all keys and security codes for the Property, plans, specifications, blueprints, surveys, ledgers, banking records, books of account, insurance policies, Executory Contracts and other unexpired contracts, unexpired leases, draft contracts or leases, licenses, permits,

government approvals, inventory lists, budgets, rent rolls, vendor and tenant contact information, prospective tenant information, construction information, hazardous materials information, inspections, checklists, proposals, orders, citations, fines, warnings, notices, advances, security deposits, prepaid rents, late fees, assignments, and all other information and items necessary for the transfer and successful operation of the Property in similar or better manner than the Property was operated prior to and during the pendency of the Chapter 11 Case.

66. “Real Property” means the real property owned by the Debtor, with all improvements thereon, which is fully encumbered by Wells Fargo’s Lien, and which is located at 2875 Zeppelin Road, Colorado Springs, Colorado 80916, as more fully described in the Wells Fargo Deed of Trust.

67. “Schedules” means the schedules of assets and liabilities, the list of Holders of Interests, and the statement of financial affairs filed by the Debtor in the Chapter 11 Case under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists, and statements have been or may be supplemented or amended from time to time in accordance with Bankruptcy Rule 1009.

68. “Secured Claim” means (a) a Claim that is secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected and enforceable under applicable law or by reason of a Final Order, or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code, or (b) a Claim that is Allowed as a Secured Claim under this Plan.

69. “Situs” means Situs Holdings, LLC (fka Helios AMC, LLC), acting in its capacity as Special Servicer for Wells Fargo.

70. “Trust” means the irrevocable trust established for the benefit of Holders of Allowed Claims and other Persons entitled to payment under the Plan, pursuant to the Trust Agreement.

71. “Trust Agreement” means the agreement creating the Trust to be established pursuant to the Plan.

72. “Trust Assets” means any and all Assets and funds to be held in the Trust pursuant to the Trust Agreement, including the Plan Administration Account.

73. “Unimpaired Claim” means a Claim that is not Impaired under this Plan.

74. “Unimpaired Class” means a Class of Unimpaired Claims.

75. “Wells Fargo Cash Collateral” means all of the property of the Debtor’s Estate constituting Wells Fargo’s “cash collateral,” as defined in Section 363(a)(1) of the Bankruptcy Code.

76. “Wells Fargo Deed of Trust” means the Deed of Trust, Security Agreement and Filing Statement, effective as of February 1, 2006, recorded on February 8, 2006, at Reception No. 206020758 in the Office of the Clerk and Recorder for El Paso County, Colorado.

77. “Wells Fargo Loan Documents” means all of the “Loan Documents” as defined in the Wells Fargo Proof of Claim.

78. “Wells Fargo Plan Funding” means (i) the amount necessary to make payments required under the Plan, plus (ii) the amount required to pay the fees, costs, and expenses to be incurred by the Plan Administrator in consummating the Plan, obtaining the Final Decree, and closing the Estate, minus (iii) the amount of Wells Fargo Cash Collateral and Excess Cash on hand as of the Effective Date.

79. “Wells Fargo Proof of Claim” means the proof of claim submitted by Wells Fargo in the Chapter 11 Case, as may be amended from time to time.

80. “Wells Fargo Releasees” means Wells Fargo and Situs and all of their respective members, officers, directors, employees, agents, managers, attorneys, accountants, financial advisors and all of their other respective representatives and professionals, and their respective successors and assigns.

81. “Wells Fargo Secured Claim” means the Secured Claim of Wells Fargo as set forth in the Wells Fargo Proof of Claim.

ARTICLE II.

CLASSIFICATION OF CLAIMS AND INTERESTS

A. Introduction

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described below, have not been classified for purposes of voting on, or receiving distributions under, this Plan. All such Claims are instead treated separately in accordance with this Article II and in accordance with the requirements set forth in sections 1129(a)(9)(A) and (C) of the Bankruptcy Code.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

B. Unclassified Claims (not entitled to vote on this Plan)

1. Administrative Claims

2. Priority Tax Claims

C. Unimpaired Classes of Claims (deemed to have accepted the Plan, and therefore not entitled to vote on the Plan)

1. Class 1(a): Wells Fargo Secured Claim.
2. Class 1(b): Other Secured Claims.
3. Class 2: Other Priority Claims.
4. Class 3: General Unsecured Claims

D. Impaired Classes of Interests (deemed to have rejected the Plan, and therefore not entitled to vote on the Plan)

1. Class 4: Cheyenne Equity Interests

ARTICLE III.

TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims

1. Administrative Claims

(a) General

Except as otherwise provided for herein, and subject to the requirements of subparagraph (b) hereof, on the latest of (i) the Effective Date, (ii) the date that is five (5) Business Days after the date an Administrative Claim becomes an Allowed Administrative Claim, or (iii) the date that is five (5) Business Days after the date an Administrative Claim becomes payable pursuant to any agreement between the Plan Administrator and the Holder of such Administrative Claim, each Holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim, Cash equal to the unpaid portion of such Allowed Administrative Claim; *provided, however*, that post-Petition Date liabilities incurred or expenses arising in the ordinary course of the Debtor's business, including, but not limited to, trade vendor, employee wage and benefit, and state and local property, sales, and use taxes, to the extent not due and owing as of the Effective Date, shall be paid by Wells Fargo in the ordinary course of business, and *provided further* that Allowed Administrative Claims incurred by the Debtor in the ordinary course of the Debtor's business after the Confirmation Date but prior to the Effective Date shall not be subject to application and may be paid by the Debtor or Wells Fargo, as the case may be, in the ordinary course of business and without further Bankruptcy Court approval.

Notwithstanding any other provision in this Plan regarding the payment of Administrative Claims, the Confirmation Order shall establish an Administrative Claims Bar

Date for filing Administrative Claims, which date shall be 45 days after the Confirmation Date. Holders of asserted Administrative Claims, except for (i) Professional Fee Claims, (ii) United States Trustee fees, and (iii) post-Petition Date liabilities incurred or expenses arising in the ordinary course of the Debtor's business (including, but not limited to, trade vendor, employee wage and benefit, and state and local property, sales, and use taxes), shall submit requests for payment of administrative expenses so as to be *actually received* on or before such Administrative Claims Bar Date or forever be barred from doing so. The notice of entry of the Confirmation Order to be delivered pursuant to Fed. R. Bankr. P. 3020(c) and 2002(f) shall set forth such date and constitute notice of the Administrative Claims Bar Date. The Plan Administrator shall have 45 days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

(b) Professional Fee Claims

On the later of (i) the Effective Date or (ii) the date that is five (5) Business Days after any order allowing such Professional Fee Claim becomes a Final Order, each Holder of an Allowed Professional Fee Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Professional Fee Claim, (x) Cash equal to the unpaid portion of such Allowed Professional Fee Claim or (y) such other treatment as to which the Plan Administrator and such Holder shall have agreed on in writing.

All final requests for compensation or reimbursement of Professional Fees pursuant to sections 327, 328, 330, 331, or 503(b) of the Bankruptcy Code for services rendered to the Debtor prior to the Effective Date (including requests under section 503(b)(4) of the Bankruptcy Code by any Professional or other Entity for making a substantial contribution in the Chapter 11 Case) shall be filed and served so as to be received by the Plan Administrator and its counsel no later than 45 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to applications of such Professionals or other Entities for compensation or reimbursement of expenses shall be filed and served on the Plan Administrator and its counsel and the requesting Professional or other Entity no later than 7 days prior to the date on which the Bankruptcy Court schedules a hearing in respect of such Professional Fee Claims. Holders of Professional Fee Claims that do not file such requests by the applicable bar date shall be forever barred from asserting such claims against the Debtor, its Estate, the Plan Administrator, or their successors, assigns or property.

2. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, either (a) Cash in an amount equal to such Allowed Priority Tax Claim, or (b) such other treatment as to which the Plan Administrator and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing.

B. Claims Against And Interests In the Debtor

1. Unimpaired Classes Of Claims and Interests

(a) Class 1(a): Wells Fargo Secured Claim

Classification. Class 1(a) consists of the Wells Fargo Secured Claim.

Treatment. The Wells Fargo Secured Claim shall be deemed an Allowed Secured Claim. On the Effective Date, Wells Fargo shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for the Wells Fargo Secured Claim, all Property, including the Real Property, free and clear of any and all liens, claims, and interests.

Voting. The Wells Fargo Secured Claim is unimpaired under this Plan and, pursuant to section 1126(f) of the Bankruptcy Code, Wells Fargo is conclusively presumed to have accepted the Plan.

(b) Class 1(b): Other Secured Claims

Classification. Class 1(b) consists of all Other Secured Claims.

Treatment. On the later of (i) the Distribution Date, or (ii) the date a Class 1(b) Other Secured Claim becomes an Allowed Other Secured Claim, each Holder of an Allowed Class 1(b) Other Secured Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim, in the sole discretion of the Plan Administrator, (a) Cash in an amount equal to the unpaid portion of such Allowed Class 1(b) Other Secured Claim, together with Post-Petition Interest thereon, (b) such other treatment as will render the Holder of such Other Secured Claim "unimpaired" pursuant to section 1124 of the Bankruptcy Code, or (c) such other treatment as the Plan Administrator and such Holder shall have agreed upon in writing. To the extent, if any, that the value of the Collateral securing a Class 1(b) Other Secured Claim is less than the total amount of such Claim, the amount by which such Allowed Claim exceeds the value of the Collateral shall be treated as a Class 3 General Unsecured Claim. The Plan Administrator specifically reserves all rights to challenge the validity, nature, and perfection of, and to avoid pursuant to the provisions of the Bankruptcy Code and other applicable law, any purported Liens.

Voting. Holders of Other Secured Claims in Class 1(b) are unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan.

(c) Class 2: Other Priority Claims

Classification. Class 2 consists of all Other Priority Claims.

Treatment. On the later of (i) the Distribution Date, or (ii) the date such Other Priority Claim becomes an Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Priority Claim, (a) Cash in an amount equal to the unpaid

portion of such Allowed Other Priority Claim, together with Post-Petition Interest thereon, or (b) such other treatment as the Debtor and such Holder shall have agreed upon in writing.

Voting. Holders of Other Priority Claims in Class 2 are unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan.

(d) Class 3: General Unsecured Claims

Classification. Class 3 consists of all General Unsecured Claims.

Treatment. On the later of (i) the Distribution Date, and (ii) the date such General Unsecured Claim becomes an Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, (a) Cash in an amount equal to the unpaid portion of such Allowed General Unsecured Claim, together with Post-Petition Interest thereon, or (b) such other treatment as the Plan Administrator and such Holder shall have agreed upon in writing.

Voting. Holders of Claims in Class 3 are unimpaired and, pursuant to section 1126(f) of the Bankruptcy Code, are conclusively presumed to have accepted the Plan.

2. Impaired Class of Interests

Class 4: Cheyenne Equity Interests

Classification. Class 4 consists of all Cheyenne Equity Interests.

Treatment. On the Effective Date, Cheyenne Equity Interests shall be cancelled, and no Holder of a Cheyenne Equity Interest will receive or retain any property under the Plan on account of such Interest.

Voting. Although Holders of Cheyenne Equity Interests in Class 4 are impaired, pursuant to section 1126(g) of the Bankruptcy Code, such Holders are deemed to have rejected the Plan because they will not receive or retain any property under the Plan on account of such Interests.

C. Rights And Defenses With Respect To Unimpaired Claims

Except as otherwise provided in this Plan, nothing shall affect the Debtor's or its Estate's or the Plan Administrator's rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including (without limitation) all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims. In addition, the Plan Administrator reserves the right to withhold any distribution otherwise payable pursuant to this Plan to the holder of any Claim that is in possession of property of the Debtor's Estate and has failed to timely deliver possession of such property to the Plan Administrator or its designee after written request has been made by the Plan Administrator.

ARTICLE IV.

MEANS FOR IMPLEMENTATION

A. Wells Fargo Plan Funding

On or before the Effective Date, Wells Fargo shall pay the Wells Fargo Plan Funding to the Plan Administrator. To the extent that the Wells Fargo Cash Collateral exceeds the amount necessary to fund the Plan, no additional Wells Fargo Plan Funding shall be required. On or before the Effective Date, the Plan Administrator shall open the Plan Administration Account into which the Wells Fargo Plan Funding and the Wells Fargo Cash Collateral will be deposited and maintained. Any funds remaining on deposit after consummation of the Plan, entry of the Final Decree, and closing of the Estate shall be Excess Cash. The Plan Administrator shall remit any Excess Cash to Wells Fargo within five (5) Business Days after the date the Court enters the Final Decree.

B. Injunction Against Interference

On and after the Confirmation Date, the Debtor, its Insiders, and any agent or representative of the Debtor or its Insiders shall be enjoined from taking any action or engaging in any failure to act that could damage or otherwise impair the Property or the benefits Wells Fargo may realize therefrom. Without limiting the generality of the foregoing, this injunction includes (a) neglecting to repair or maintain, or damaging any Property; (b) transferring any Property, including Cash, to any Person or entity other than Wells Fargo or its designee, unless authorized to do so in writing by Wells Fargo or as is otherwise necessary in the ordinary course of the Debtor's business; (c) taking any action or engaging in any omission to de-value the Property; and (d) engaging in any other act that is contrary to the Debtor's obligations with respect to the Property under the Wells Fargo Loan Documents.

C. Reasonable Cooperation

On and after the Confirmation Date, the Debtor and its Insiders, and any agent or representative of the Debtor or its Insiders, shall cooperate with Wells Fargo or its designee and the Plan Administrator to effectuate a smooth and orderly transition for management of the Property, including without limitation by making promptly available to Wells Fargo or its designee and the Plan Administrator, on the Confirmation Date and thereafter all Property Operations Materials and all other materials necessary for transfer of the Property and operation of the Property in similar or better manner as it was operated prior to and during the pendency of the Chapter 11 Case.

D. Distributions.

1. Allowed Claims.

(a) Delivery of Distributions.

Distributions under the Plan shall be made by the Plan Administrator or its designee to the Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Secured Claims and Allowed General Unsecured Claims at the addresses set forth on the Schedules, unless such addresses are superseded by a proof of claim or transfer of claim filed pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date (or at the last known addresses of such Holders if the Plan Administrator has been notified in writing of a change of address).

(b) Distribution of Cash.

Any payment of Cash by the Plan Administrator pursuant to the Plan shall be made at the option and in the sole discretion of the Plan Administrator by (i) a check drawn on, or (ii) wire transfer from, a domestic bank selected by the Plan Administrator.

(c) Unclaimed Distributions.

Any Distribution of Cash under the Plan to the holder of an Allowed Claim which remains unclaimed for a period of ninety (90) days after it has been delivered (or attempted to be delivered) in accordance with the Plan shall be transferred to and become property of Wells Fargo on account of the Wells Fargo Secured Claim notwithstanding state or other escheat or similar laws to the contrary, and any and all entitlement by the holder of such Claim to such Distribution shall be extinguished and forever barred.

(d) Saturdays, Sundays, or Legal Holidays.

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, and shall be deemed to have been completed as of the required date.

(e) Distributions to Holders of Allowed Claims as of the Distribution Record Date.

As of the close of business on the Distribution Record Date, the Claims register shall be closed, and there shall be no further changes in the record holders of any Claims. The Plan Administrator shall have no obligation to recognize any Claim filed or transfer of any Claims occurring after the Distribution Record Date. The Plan Administrator shall instead be entitled to recognize and deal for purposes of the Plan with only those record holders stated on the Claims register as of the close of business on the Distribution Record Date.

E. Objections to and Resolution of Claims.

From and after the Effective Date, the Plan Administrator shall have the exclusive authority, in its sole discretion, to file, settle, compromise, withdraw, or litigate to judgment all objections, if any, to Administrative Claims and Claims, except the Wells Fargo Secured Claim, which is Allowed under this Plan. Unless otherwise ordered by the Court, objections to, or other proceedings concerning, the allowance of Claims (other than objections to Administrative Claims, as provided in Article III.A.1) shall be filed and served upon the Holders of the Claims as to which the objection is made or otherwise commenced as soon as practicable, but in no event later than sixty (60) days after the Effective Date.

Objections to, or other proceedings contesting the allowance of, Claims may be litigated to judgment, settled or withdrawn, in the Plan Administrator's sole discretion. The Plan Administrator may settle any such objections or proceedings without Court approval.

F. Establishment of Disputed Claim Reserves.

On the Distribution Date, the Plan Administrator shall establish a Disputed Claim Reserve for each Disputed Claim. No later than five (5) Business Days following the entry of a Final Order either (a) allowing such Claim (in whole or in part) or (b) disallowing such Claim, the Plan Administrator shall (i) to the extent such Claim has been allowed in whole or in part, distribute to the Holder of such Claim an amount equal to the amount such Holder would have received had such Claim (or portion thereof) been an Allowed Claim on the Effective Date, and (ii) distribute to Wells Fargo the balance of the funds on deposit in such Disputed Claim Reserve.

G. Procedure for Resolution of Post-Petition Interest Disputes.

On the later of the Distribution Date or the date on which a General Unsecured Claim becomes an Allowed General Unsecured Claim, or as soon as practicable thereafter, the Plan Administrator shall pay the Allowed amount of such General Unsecured Claim plus Post-Petition Interest (*provided, however*, that no Post-Petition Interest shall be paid in respect of any Claim that is estimated for allowance purposes under section 502(c) of the Bankruptcy Code). To the extent any holder of an Allowed General Unsecured Claim believes that it is entitled to Post-Petition Interest at an interest rate other than as set forth herein, the holder of such Allowed General Unsecured Claim must timely file and serve on Wells Fargo, at the addresses set forth in Article VIII.H below, a Post-Petition Interest Rate Determination Notice by no later than fourteen (14) days prior to the first date scheduled for the Confirmation Hearing. Wells Fargo (prior the Effective Date) and the Plan Administrator (subsequent to the Effective Date) will have the opportunity to review and dispute the Post-Petition Interest Rate Determination Notice and Wells Fargo (prior to the Effective Date) or the Plan Administrator (subsequent to the Effective Date) shall file any objection to the Post-Petition Interest Rate Determination Notice no later than sixty (60) days after the receipt of such notice. If the Distribution Date occurs prior to the deadline for filing such objection, the Plan Administrator shall pay the creditor the Allowed principal portion of the Claim, but no Post-Petition Interest on such Claim shall be paid until the appropriate rate of Post-Petition Interest is determined. In objecting to the Post-Petition Interest Rate Determination Notice, Wells Fargo or Plan Administrator, as the case may be, may assert

that the holder of the Claim that filed the Post-Petition Interest Rate Determination Notice is entitled to no Post-Petition Interest under applicable law, and the Bankruptcy Court may find that no Post-Petition Interest is required and order that none shall be paid on account of such Allowed General Unsecured Claim.

If Wells Fargo (prior to the Effective Date) or the Plan Administrator (subsequent to the Effective Date) determines that the interest rate asserted in the Post-Petition Interest Rate Determination Notice is appropriate, the Plan Administrator may file a certificate of no objection at any time with respect to such notice and pay Post-Petition Interest at the rate requested in the Post-Petition Interest Rate Determination Notice. No hearing is required by the Bankruptcy Court with respect to any Post-Petition Interest Rate Determination Notice for which a certificate of no objection is filed or for which the Plan Administrator does not file a timely objection.

If Wells Fargo or the Plan Administrator files an objection to the Post-Petition Interest Rate Determination and no stipulation or agreement is reached with respect to the appropriate rate of Post-Petition Interest for such Allowed General Unsecured Claim, the Plan Administrator may ask the Bankruptcy Court to schedule a hearing on the particular Post-Petition Interest Rate Determination Notice and the related objection at an appropriate time.

Wells Fargo or the Plan Administrator and the holder of the Allowed General Unsecured Claim that filed the Post-Petition Interest Rate Determination Notice at any time may enter into a stipulation or agreement as to the appropriate rate of Post-Petition Interest with respect to such Allowed Claim, without further action of the Bankruptcy Court.

In no event shall a holder of a General Unsecured Claim be entitled to any interest on such Claim from and after the Distribution Date, including, without limitation, interest on any amounts payable by the Plan Administrator upon the resolution of any Post-Petition Interest Rate Determination Notice.

H. Estimation.

The Plan Administrator may at any time request that the Bankruptcy Court estimate, subject to 28 U.S.C. § 157, any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Plan Administrator has previously objected to such Claim. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during proceedings concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Disputed Claim, such estimated amount may constitute either (a) the Allowed amount of such Claim, (b) the estimate to be used by the Plan Administrator in calculating potential Distributions under the Plan, or (c) a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Plan Administrator may elect to object to ultimate payment of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another.

ARTICLE V.

PLAN ADMINISTRATOR

A. Appointment of Plan Administrator.

Wells Fargo shall appoint the Plan Administrator. The Plan Administrator shall be independent of the Debtor. Wells Fargo shall file a notice with the Bankruptcy Court on a date that is not less than fourteen (14) days prior to the Confirmation Hearing designating the Person who it has selected as Plan Administrator and seeking approval of such designation. The Person designated as Plan Administrator shall file an affidavit demonstrating that such Person is “disinterested,” as defined in 11 U.S.C. § 101(14). Wells Fargo shall give notice of the selection to the Holders of Claims who shall have seven (7) days after the service of such notice to file an objection to the selection of the Plan Administrator by Wells Fargo. If any such objection is not resolved prior to the Confirmation Hearing, the Bankruptcy Court shall determine whether to approve Wells Fargo’s selection. If approved by the Bankruptcy Court, the Person so designated shall become the Plan Administrator on the Effective Date. The Plan Administrator shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Trust Agreement, the Plan, and 11 U.S.C. § 1123(b)(3).

B. Establishment of Trust.

On the Effective Date, the Trust and the Trust Agreement shall be deemed effective without any further action by any party. The Trust Agreement shall establish the Trust which shall be a distinct legal entity from the Debtor. By virtue of the Plan and the Confirmation Order, as of the Effective Date, the Debtor shall be deemed to transfer, assign, and deliver all of the Estate’s right, title, and interest in and to the Trust Assets (excluding the Causes of Action) to the Trust, which shall consist of the Wells Fargo Cash Collateral and the Wells Fargo Plan Funding (or the Plan Administration Account, if those amounts are already contained in the Plan Administration Account). Upon the request of the Plan Administrator, the Debtor shall execute and deliver such other documentation deemed reasonably necessary by the Plan Administrator or its counsel to assure the proper transfer, assignment, and delivery of title to the Trust Assets to the Trust. The Confirmation Order shall also contain appropriate language transferring, assigning, and delivering title to the Trust Assets to the Trust and shall further provide that such transfer, assignment, and delivery shall be effective without further action by any party.

C. Irrevocable Trust.

Any and all funds or assets in the Trust (including the Trust Assets) shall be held in an irrevocable trust for Distribution to Holders of Allowed Claims. Such Distributions shall be made in accordance with the procedures set forth in the Plan and the Trust Agreement, and the Confirmation Order shall contain appropriate language to that effect. Once funds or assets are deposited into the Trust, they shall no longer be property of the Debtor or any other Person and neither the Debtor nor any other Person shall have any claim to said funds or assets; *provided, however*, that Wells Fargo shall be entitled to a refund of any Trust Assets remaining after full performance by the Plan Administrator under the Plan.

D. Duties of Plan Administrator.

The Plan Administrator shall have the following duties under the Trust Agreement:

- a. resolve any pending objections to Claims, and file or otherwise assert any objections or adversary proceedings necessary or appropriate to resolve all Disputed Claims;
- b. make any required Distribution from the Trust to the Holders of Allowed Claims, including Allowed Administrative Claims, in accordance with the terms and provisions of the Plan and the Trust Agreement;
- c. resolve and pay all fees and charges assessed against the Estate under Chapter 123 of Title 28, United States Code, 28 U.S.C. §§ 1911-1930 from the period from the Effective Date through the date the Final Decree is entered on the Bankruptcy Court's docket; and
- d. such other duties as may be set forth in the Trust Agreement or elsewhere in the Plan.

The Trust Agreement shall also provide for the Plan Administrator to perform duties commonly performed by, and have the powers commonly provided to, such administrators, as more specifically set forth in the Trust Agreement, including, among other things, obtaining tax identification number(s) for the Trust, preparing and filing appropriate federal and state tax returns for the Trust, opening bank accounts for the Trust, maintaining records pertaining to the beneficial interest of the Holders of all Allowed Claims in the Trust, and retaining professionals to represent the interests of the Trust. For purposes of performing all of the foregoing, as well as for purposes of prosecuting to conclusion objections to Claims and Trust actions only, the Plan Administrator shall have the status of representing the Estate under 11 U.S.C. § 1123(b)(3)(B). Until the Bankruptcy Case is closed, the Plan Administrator shall submit any proposed action or compromises to the Bankruptcy Court as required by the terms of the Trust Agreement, upon notice to the entities entitled to notice and such other parties as the Bankruptcy Court may direct (including any Holder of an Allowed Claim who provides the Plan Administrator with written notice of its request to receive notice of such activities). The United States Trustee shall not be required to supervise the Plan Administrator but shall have standing to seek removal of the Plan Administrator.

The Plan Administrator may retain such professionals of his or her choosing (including legal counsel), without the need for Court approval, as may be necessary to perform his or her duties under the Plan and the Trust Agreement.

E. Expenses of the Trust.

All costs and expenses associated with the administration of the Trust (including the expenses of the Plan Administrator and the Trust) shall be the sole responsibility of and paid by the Trust. The income from the Trust Assets shall first be used to pay such expenses and fees. To the extent such income is not sufficient to pay the fees and expenses of the Trust, any excess

Wells Fargo Plan Funding shall be used to pay such fees and expenses. Any fees, expenses, or Distributions not covered by the income from the Trust Assets and the Wells Fargo Plan Funding shall be paid by Wells Fargo but only subject to a budget approved by Wells Fargo in advance of incurring such fees and expenses. Any funds remaining on deposit after consummation of the Plan, entry of the Final Decree, and closing of the Estate shall be Excess Cash. The Plan Administrator shall remit any Excess Cash to Wells Fargo within five (5) Business Days after the date the Court enters the Final Decree.

F. Investment of Funds.

The Plan Administrator, only after consultation with and approval by Wells Fargo, may invest the funds in the Trust; *provided, however*, that the investment shall meet the requirements of 11 U.S.C. § 345. Any and all interest earned on the funds in the Trust shall be used first to pay the fees and expenses of the Trust in accordance with Paragraph E above and thereafter shall be added to the principal amount of the funds in the Trust and shall be available, together with the principal amount, for Distributions in accordance with the provisions of the Plan.

G. Federal Income Tax Treatment.

For federal income tax purposes, it is intended that the Trust be classified as a liquidating trust under Section 301.7701-4 of the Procedure and Administration Regulations and that such Trust is owned by its beneficiaries. Accordingly, for federal income tax purposes, it is intended that the beneficiaries (*i.e.*, Holders of Allowed Claims) be treated as if they had received a Distribution of an undivided interest in the Trust Assets and then contributed such interests to the Trust.

H. Termination of Trust.

The Trust shall terminate as provided in the Trust Agreement.

ARTICLE VI.

EFFECT OF CONFIRMATION OF THE PLAN

A. Binding Effect.

The rights, benefits, and obligations of any Person named or referred to in the Plan will be binding upon, and will inure to the benefit of, the heir, executor, administrator, successor or assign of such Person.

B. No Discharge.

Pursuant to 11 U.S.C. § 1141(d)(3), the Confirmation Order will not provide for any discharge, but the transfer of the Property shall be free and clear of all Claims and Interests of the Debtor.

C. Vesting of Property.

Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, Wells Fargo shall be vested with all of the Property free and clear of all Claims, Liens, encumbrances, charges and other interests of creditors and equity security holders. Wells Fargo shall thereafter hold, use, dispose, or otherwise deal with such Property, or operate its business, free of any restrictions imposed by the Bankruptcy Code or by the Court. All Causes of Action, are hereby preserved in full for Wells Fargo's benefit. After the Effective Date, Wells Fargo shall own and retain, and may prosecute, enforce, compromise, settle, release, or otherwise dispose of, the Causes of Action in its sole discretion. Wells Fargo shall also be entitled to assign such rights.

D. Release of Liens and Claims.

Except as otherwise specifically provided in or contemplated by the Plan, or in any Plan Document:

1. Turnover of Property Subject to Liens and Claims. Each Holder of: (a) any Secured Claim; (b) any Claim that is purportedly secured; and/or (c) any judgment, personal property or ad valorem tax, mechanics' or similar Lien Claim, in each case regardless of whether such Claim is an Allowed Claim, will, on or immediately before the Effective Date and regardless of whether such Claim has been scheduled or a Proof of Claim with respect to such Claim has been filed, turn over and release to Wells Fargo any and all Property that secures or purportedly secures such Claim.

2. Release of Liens and Claims. Any such Lien or Claim shall automatically, and without further action by Wells Fargo, the Estate, or the Debtor, be deemed released; and each Holder of any such Lien or Claim will, on or immediately before the Effective Date, execute such documents and instruments required to evidence such Claim Holder's release of such Property or Lien, and if such Holder refuses to execute appropriate documents or instruments, the Plan Administrator or Wells Fargo (as applicable) may, in their discretion, file a copy of the Confirmation Order in the appropriate recording office, which shall serve to release any Claim Holder's rights in such Property.

3. Transfer of Title Free and Clear of Liens and Claims. On the Effective Date, except as otherwise provided herein, all right, title, and interest in and to the Property shall revert or be transferred to Wells Fargo free and clear of all Liens, Claims, and any other interest of any kind.

E. Injunction.

Except as otherwise expressly provided in the Plan or the Confirmation Order, but subject to the occurrence of the Effective Date, all Persons who have held, hold, or may hold Claims against, or Interests in, the Debtor, or who assert rights in or against the Debtor or the Property, that arose before or were held as of the Effective Date, along with their respective Insiders, employees, agents, officers, directors, principals or representatives are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind

against or affecting the Debtor, the Estate, the Assets, the Property, the Trust, the Plan Administrator, or any of their property or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor with respect to any such Claim or Equity Interest, (b) the enforcement, attachment, collection, levy or recovery by any manner or means of any judgment, award, decree, or order against the Debtor, the Estate, the Assets, the Property, the Trust, or the Plan Administrator, or any of the property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor on account of any such Claim or Interest; (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, the Estate, the Assets, the Property, the Trust, or the Plan Administrator or any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons on account of any such Claim or Interest; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtor or the Plan Administrator or against the property or interests in property of the Debtor or the Plan Administrator on account of any such Claim or Interest; (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law, including asserting Claims or Causes of Action against any Person released under the Plan; (f) taking any action to interfere with the implementation of the Plan; and (g) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan, such as commencing or continuing in any manner, any action or other proceeding of any kind with respect to any Claims and Causes of Action which are extinguished or released pursuant to the Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights pursuant to and consistent with the terms of the Plan. For avoidance of doubt, nothing contained herein shall enjoin, release, or preclude the commencement or continuance of any action based on a guaranty obligation of a Person other than the Debtor.

F. Permanent Injunction Against Interference with Plan.

Upon entry of the Confirmation Order, the Debtor and its members, partners, managers, Insiders, officers, directors, affiliates, and representatives shall be permanently enjoined from taking any action or omission that could damage or otherwise impair the Assets, the Property, or the benefits that Holders of Claims, the Trust, or its beneficiaries might realize therefrom, including: (a) neglecting to repair or maintain any of the Assets or the Property; (b) damaging any of the Assets or the Property; (c) transferring any of the Assets or the Property, including Cash, to any Person or entity other than the Trust or the Plan Administrator or their respective designee, unless authorized to do so in writing by Wells Fargo; (d) taking any action or omission that has or may have the effect of de-valuing the Assets or the Property, including creating poor broker relations, disparaging the Assets, the Property, the Trust, Wells Fargo or any other Wells Fargo Releasee, or the Plan Administrator or their actions, or otherwise taking any action to interfere with, limit, or impair the consummation and effect of the Plan.

G. Exculpation and Limitation of Wells Fargo's Liability.

Except as otherwise provided herein, as of the Effective Date, each and every Holder of a Claim and every other party in interest and any of their respective agents, employees, officers, directors, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns shall be deemed to have released, waived, and discharged the Wells Fargo Releasees from any and all Claims, counterclaims, cross-claims, defenses, demands, damages, Causes of Action, costs and expenses arising prior to the Effective Date in connection with or arising out of the loans governed by the Wells Fargo Loan Documents, the Chapter 11 Case, the pursuit of confirmation of the Plan, or the administration, furtherance, or consummation of the Plan or the Property to be distributed under the Plan; and in all respects Wells Fargo shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities under the Plan or in the context of the Bankruptcy Case. Wells Fargo shall not be deemed to have assumed any of the Debtor's liabilities notwithstanding its payment as authorized herein of any such obligations. The Wells Fargo Releasees shall not be held liable or otherwise responsible for any past or future act or omission of the Debtor, of any of its representatives, Insiders, members, managers, directors, officers, agents, or employees. Similarly, to the extent not already released, the Debtor, and any agent, manager, Insider, and affiliate thereof shall release, waive and discharge the Wells Fargo Releasees from any and all Claims, counterclaims, cross-claims, defenses, demands, damages, Causes of Action, costs and expenses arising prior to the Effective Date in connection with or arising out of the loans governed by the Wells Fargo Loan Documents, the Chapter 11 Case, the pursuit of confirmation of the Plan, or the administration, furtherance or consummation of the Plan or the Property to be distributed under the Plan.

H. Pursuit of Causes of Action.

The following shall apply to the Causes of Action transferred to Wells Fargo on the Effective Date:

1. Transfer of Causes of Action on Effective Date.

On the Effective Date, the Causes of Action shall be deemed transferred to Wells Fargo without further action by any party, except to the extent a Creditor or third party has been specifically released from any Cause of Action by the terms of the Plan or by a Final Order of the Bankruptcy Court. Wells Fargo shall have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Cause of Action without seeking any approval from the Bankruptcy Court. For purposes of providing notice, Wells Fargo states that any party in interest that engaged in business or other transactions with the Debtor prior to the Petition Date or that received payments from the Debtor prior to the Petition Date or that received any transfers from the Debtor after the Petition Date that were not authorized by a Final Order of the Bankruptcy Court or were received outside of the ordinary course of the business of the Debtor pursuant to 11 U.S.C. § 363(c), may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation.

2. No Waiver and Cooperation.

A Cause of Action shall not, under any circumstances, be waived as a result of the failure of the Debtor or Wells Fargo to describe such Cause of Action with specificity in the Plan; nor will Wells Fargo, as a result of such failure, be estopped or precluded under any theory from pursuing such Cause of Action. The Debtor shall provide any assistance that Wells Fargo deems necessary or appropriate, including providing all books and records of the Debtor to Wells Fargo in order to assist Wells Fargo in investigating all Causes of Action.

3. Rights of Wells Fargo to Pursue Causes of Action.

The entry of the Confirmation Order shall not act as a release, waiver, bar, or estoppel of any Cause of Action against any Creditor or any other Person, except as expressly provided herein, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any res judicata or collateral estoppel or other preclusive effect that would precede, preclude, or inhibit prosecution of the Causes of Action following confirmation of the Plan.

4. Causes of Action Against Wells Fargo.

While Wells Fargo is not aware of any Causes of Action against it, in consideration of the Wells Fargo Plan Funding and other undertakings under the Plan, any Causes of Action against Wells Fargo are hereby released and the Confirmation Order shall specifically provide for such a release.

I. Term of Bankruptcy Injunction or Stays.

All injunctions or stays provided for in the Chapter 11 Case 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.

ARTICLE VII.

RETENTION OF JURISDICTION

The Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Plan pursuant to, and for the purposes of, section 105(a) and section 1142 of the Bankruptcy Code and for, among other things, the following purposes: (1) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases, and the allowance of Claims resulting therefrom; (2) to determine any other applications, adversary proceedings, and contested matters; (3) to ensure that Distributions to holders of Allowed Claims are accomplished as provided herein; (4) to resolve disputes as to the ownership of any Claim or Interest; (5) to hear and determine timely objections to, or other proceedings challenging the allowance of, Administrative Claims and Claims (including, without limitation, proceedings under section 502(c) of the Bankruptcy Code), (6) to hear and determine any disputes arising by the filing of a Post-Petition Interest Rate Determination Notice by a holder of an Allowed General Unsecured Claim; (7) to enter and

implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated; (8) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code; (9) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Court, including, without limitation, the Confirmation Order; (10) to hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331 and 503(b) of the Bankruptcy Code; (11) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan; (12) to hear and determine any issue for which the Plan requires an order of, or other relief from, the Bankruptcy Court; (13) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code; (14) to hear and determine any Causes of Action preserved under the Plan; (15) to hear and determine any matter regarding the existence, nature, and scope of the releases and exculpation provided in the Plan; and (16) to enter a final decree closing the Chapter 11 Case.

ARTICLE VIII.

MISCELLANEOUS PROVISIONS

A. Payment of Statutory Fees.

All fees payable on or before the Effective Date pursuant to section 1930 of title 28 of the United States Code shall be paid by the Debtor on or before the Effective Date and all such fees payable after the Effective Date shall be paid by the Plan Administrator as and when such fees become due.

B. Modification of the Plan.

1. Pre-Confirmation Modifications.

Wells Fargo may alter, amend, or modify the Plan before the Confirmation Date as provided in section 1127 of the Bankruptcy Code.

2. Post-Confirmation Immaterial Modifications.

After the Confirmation Date, Wells Fargo may, with the approval of the Bankruptcy Court, without notice to all holders of Claims or Interests, insofar as it does not materially and adversely affect the Holders of Claims or Interests, correct any defect, omission or inconsistency in the Plan in such manner and to such extent as may be necessary to expedite consummation of the Plan.

3. Post-Confirmation Material Modifications.

After the Confirmation Date, Wells Fargo may alter or amend the Plan in a manner which, as determined by the Bankruptcy Court, materially and adversely affects Holders of Claims or Interests, provided that such alteration or modification is made after notice and a hearing as provided in section 1127 of the Bankruptcy Code.

C. Governing Law.

Unless a rule of law or procedure is supplied by Federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Colorado (without reference to the conflicts of laws provisions thereof) shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, unless otherwise specified.

D. Filing or Execution of Additional Documents.

On or before the Effective Date, Wells Fargo shall file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

E. No Tax Withholding.

No federal, state, or local income, capital gains, or other taxes shall be deducted from Distributions hereunder and no Person shall be entitled to receive any additional Distribution as a result of any such tax. Each Person receiving any Distribution, forgiveness of any debt, or experiencing any other taxable event hereunder, shall be solely responsible for payment of any such taxes.

F. Waiver of Bankruptcy Rule 3020(e) and Federal Rule of Civil Procedure 62(a).

The Debtor may request that the Confirmation Order include (a) a finding that Bankruptcy Rule 3020(e) and Fed. R. Civ. P. 62(a) shall not apply to the Confirmation Order and (b) authorization to consummate the Plan immediately after entry of the Confirmation Order.

G. Exhibits/Schedules.

All exhibits and schedules to the Plan and the Plan Supplement are incorporated into and constitute a part of the Plan as if fully set forth herein.

H. Notices.

All notices, requests, and demands hereunder to be effective shall be 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 facsimile transmission, when received and telephonically confirmed, addressed as follows:

To Wells Fargo:

Wells Fargo Bank, N.A.
c/o Situs Holdings, LLC (fka Helios AMC, LLC), as Special Servicer
2 Embarcadero Center, Suite 1300
San Francisco, California 94111
Attn: Teri Barclay (Teri.Barclay@situs.com)

With a copy to:

Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
Attn: John H. Bernstein, Esq. (john.bernstein@kutakrock.com)
Adam L. Hirsch, Esq. (adam.hirsch@kutakrock.com)

ARTICLE IX.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, all Executory Contracts of the Debtor shall be deemed rejected in accordance with the provisions and requirements of Bankruptcy Code §§ 365 and 1123, *except* for those Executory Contracts that: (a) are Leases, all of which shall be deemed assumed and assigned to Wells Fargo as of the Effective Date unless expressly subject to a motion filed by Wells Fargo to reject the same; (b) have already been assumed by order of the Bankruptcy Court; (c) are subject to a motion to assume that is pending on the Effective Date; or (d) are subject to a motion to reject pursuant to which the requested effective date of such rejection is after the Confirmation Date. Wells Fargo shall have the authority to file a motion to assume any Executory Contract with such motion to be heard at the Confirmation Hearing and any such assumption to be effective as of the Effective Date. All of the Debtor's right, title, and interest in any Executory Contract that is assumed shall be assigned to Wells Fargo as of the Effective Date pursuant to 11 U.S.C. §§ 365(f) and 1123(b)(2). To the extent necessary, the Confirmation Order shall effect any such assignment.

Each Executory Contract assumed and assigned pursuant to this Plan shall vest and be fully enforceable by Wells Fargo in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable law.

B. Cure.

Except as otherwise agreed to by the parties, on the Effective Date, the Plan Administrator shall cure any and all undisputed defaults under any Executory Contract that is assumed pursuant to the Plan in accordance with section 365 of the Bankruptcy Code. Unless the parties to the contract or lease agree otherwise, all disputed defaults that are required to be cured shall be cured by the later to occur of (i) seven (7) days after the entry of a Final Order determining the amount, if any, of the liability with respect thereto, and (ii) the Distribution Date.

C. Rejection Damage Claims.

All Claims for damages arising from the rejection of an Executory Contract pursuant to the Plan shall be filed with the Bankruptcy Court no later than the first Business Day

that is twenty-eight (28) days after the Effective Date or the first Business Day that is twenty-eight (28) days after the entry of the Final Order approving the rejection, if such Final Order is entered after the Confirmation Date. Every such Claim that is timely filed, as and when it becomes an Allowed Claim, shall be treated as a General Unsecured Claim under Class 3 of the Plan. Every such Claim that is not timely filed by the deadline to do so shall be forever barred, unenforceable, and discharged, and the Creditor holding the Claim shall not receive or be entitled to any Distribution under the Plan on account of such Claim. Notwithstanding anything contained in this Plan, Wells Fargo reserves the right to object to any Claim arising from the rejection of an Executory Contract.

ARTICLE X.

CONFIRMATION AND EFFECTIVENESS OF THE PLAN

A. Conditions Precedent to Effectiveness.

The Plan shall not become effective unless and until it has been confirmed and the following conditions have been satisfied in full or waived:

1. The Confirmation Order, which shall be, in form and substance, satisfactory to Wells Fargo in its sole and absolute discretion, shall have been entered;
2. No stay or injunction shall be in effect precluding the consummation of the transactions contemplated by the Plan and the Confirmation Order, and the Confirmation Order shall not have been modified or vacated on appeal;
3. All statutory fees then due and payable to the United States Trustee shall have been paid in full;
4. All documents to be executed, delivered or filed pursuant to the Plan, including all Plan Documents, shall be in a form satisfactory to Wells Fargo in its sole and absolute discretion and shall be executed, delivered or filed, as the case may be; and
5. All actions, authorizations, filings, consents and regulatory approvals required (if any) shall have been obtained, effected or executed and shall remain in full force and effect.

B. Waiver of Conditions.

Wells Fargo may waive any or all of the conditions set forth in Article X.A.2, 4, and/or 5 at any time, without leave or order of the Bankruptcy Court and without any formal action.

C. Effect of Failure of Conditions.

In the event that the Effective Date does not occur, upon notification submitted by Wells Fargo to the Bankruptcy Court: (a) the Confirmation Order shall be vacated and all provisions contained therein, including without limitation, any provisions relating to discharge, shall be null and void, (b) no Distributions under the Plan shall be made, (c) the Debtor, Wells Fargo, and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, (d) the obligations with respect to the Claims and Interests shall remain unchanged and nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims or Interests by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor, and (e) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by Wells Fargo, (ii) prejudice in any manner the rights of Wells Fargo, (iii) constitute an admission, acknowledgment, offer, or undertaking by Wells Fargo in any respect, including in any proceeding or case against Wells Fargo, or (iv) be admissible in any action, proceeding or case against Wells Fargo in any court or other forum.

D. Vacatur of Confirmation Order.

If a Final Order denying confirmation of the Plan is entered, or if the Confirmation Order is vacated, then the Plan shall be null and void in all respects, and nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by Wells Fargo, (b) prejudice in any manner the rights of Wells Fargo, (c) constitute an admission, acknowledgment, offer, or undertaking by Wells Fargo in any respect, including in any proceeding or case against Wells Fargo, or (d) be admissible in any action, proceeding or case against Wells Fargo in any court or other forum.

E. Revocation, Withdrawal, or Non-Consummation.1. Right to Revoke or Withdraw.

Wells Fargo reserves the right to revoke or withdraw the Plan at any time prior to the Effective Date.

2. Effect of Withdrawal, Revocation, or Non-Consummation.

If Wells Fargo revokes or withdraws the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), the assumption or rejection of Executory Contracts effected by the Plan, any release, exculpation or indemnification provided for in the Plan, and any document or agreement executed pursuant to the Plan shall be null and void. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan, shall (a) constitute a waiver or release of any Claims by Wells Fargo, (b) prejudice in any manner the rights of Wells Fargo, (c) constitute an admission, acknowledgment, offer, or undertaking by Wells Fargo in any respect, including in any proceeding or case against Wells Fargo, or (d) be admissible in any action, proceeding or case against Wells Fargo in any court or other forum.

Respectfully submitted this 13th day of July, 2012

WELLS FARGO BANK, N.A., as Trustee under that certain Pooling and Servicing Agreement dated March 1, 2006 for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2006-C1 and as Servicer for U.S. Bank National Association, as Trustee for the registered holders of, Mezz Cap Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C4 under Intercreditor Agreement Among Noteholders

By: Situs Holdings, LLC (fka Helios AMC, LLC),
acting in its capacity as Special Servicer to the
Trustee

By: s/ Curt Spaugh
Name: Curt Spaugh
Title: SVP

COUNSEL TO WELLS FARGO BANK, N.A.:

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