

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION

IN RE: )  
 )  
Jenne Hill Townhomes, L.L.C., ) Case No. 11-22129  
Debtor. ) Chapter 11

**AMENDMENT TO DEBTOR’S PLAN OF REORGANIZATION**  
**DATED APRIL 19, 2012**

COMES NOW Debtor Jenne Hill Townhomes, L.L.C., by and through its undersigned counsel, and for its Amendment to its Plan of Reorganization dated April 19, 2012 hereby amends the Plan by deleting Sections 4.03 and 4.04 of the Plan, in its entirety and replacing said sections with the following:

4.03 Class 2 Allowed Secured Claims – Wells Fargo, N.A. (“Wells Fargo”) – Impaired:

Wells Fargo holds a fully secured claim in the amount of \$9,718,640.00 (the “Claim”). The Claim includes post-petition interest and attorneys’ fees under 11 U.S.C. § 506(b). This obligation is fully secured pursuant to the terms of the deeds of trust and assignments of rentals dated December 30, 2008 and April 3, 2009 from Jenne Hill to Wells Fargo as successor in interest to the then-lender, Regions Bank, and Wells Fargo shall retain its lien and all rights appurtenant thereto in full. Until the Townhome Complex is sold or transferred pursuant to the terms set forth below or by exercise of Wells Fargo’s rights under nonbankruptcy law when (if ever) the discharge injunction is lifted, the Claim shall bear interest at the rate of 6.0% per annum, and Jenne Hill shall pay such interest in monthly payments to Wells Fargo in the amount of \$48,593.00. The first such payment shall be made on or before the 20th day of August, 2012, and shall continue to be made on or before the seventh day of each month thereafter through the

20th day of the month during which a sale is closed or a transfer of the Townhome Complex is recorded as provided below. In any event, the full amount of the Claim shall become due and payable at 11:59 p.m. on December 31, 2013, subject to the sale provisions set forth below.

Debtor shall immediately list the Townhome Complex for sale with a reputable licensed realtor for a term ending not later than December 31, 2013. During this time, if a sale of the Townhome Complex is closed, Wells Fargo shall receive payment in full of its Claim, and any sale shall be contingent on Wells Fargo being paid such amount. Wells Fargo shall have the right to contact the realtor at reasonable times in order to obtain information about the status of efforts to sell the property, interested parties, bids received, and copies of reports to the Debtor, and Debtor will direct its realtor to provide such information to Wells Fargo. If no such sale is closed on or before December 31, 2013, then Debtor, notwithstanding confirmation of this Amended Plan and the closing of this case, shall have the power to sell the Townhome Complex free and clear of liens and any claims against the Townhome Complex as provided in 11 U.S.C. §1123(a)(5)(D), such sale to be concluded to determination of the highest bid by January 31, 2014.

Jenne Hill shall further bolster the remedies available to Wells Fargo by executing and depositing with Wells Fargo's counsel, within fifteen days of the Effective Date of the Order confirming this Amended Plan, a warranty deed in a form acceptable to Wells Fargo, conveying to Wells Fargo in lieu of foreclosure or a sale under 11 U.S.C. § 1123(a)(5)(D) as described herein all right, title and interest in and to the Townhome Complex, including all collateral described in the deeds of trust mentioned in the Recitals above (all of which is included in the term, "Townhome Complex" herein). As to personal property, such warranty deed shall be deemed a bill of sale. Such deed shall be held in trust by Wells Fargo's counsel until such time,

if ever, that there is a monetary default in Debtor's performance of its obligations to Wells Fargo, subject to cure periods provided in this Amended Plan, or in the event that a sale under §1123(a)(5)(D) is not timely concluded as provided herein, or in the event that a sale pursuant to §1123(a)(5)(D) is not timely closed as provided herein. In any of those events, counsel for Wells Fargo may take the deed free of trust and, in Wells Fargo's sole discretion, record the said deed. Such recording shall fully satisfy the Claim, and no deficiency shall be deemed to exist after such recording. Nothing in the terms of the Amended Plan shall compel Wells Fargo to record such deed if Wells Fargo does not deem it to be in Wells Fargo's best interests.

In the alternative to a sale of the Townhome Complex, Debtor may at any time on or before December 31, 2013 pay the entire Claim in full, without prepayment penalty.

In the event of that a sale does not close with full payment to Wells Fargo on or before December 31, 2013, Wells Fargo may waive the §1123(a)(5)(B) sale of the Townhome Complex, notify Jenne Hill that it is recording the warranty deed, and proceed to take such deed free of trust and record it at its own cost in the Records of Boone County, Missouri. Such recording shall be deemed full payment of the Claim and no deficiency shall remain thereafter.

In the event that Wells Fargo does not waive the §1123(a)(5)(B) sale, Debtor shall conduct a sale of the Townhome Complex pursuant to §1123(a)(5)(B) in January, 2014. The sale shall be free and clear of all liens and interests pursuant to §1123(a)(5)(B), and such liens and interests shall transfer to the proceeds of such sale in the same priority and amounts as the liens and interests had against the real estate and rentals, subject to the further terms of this Amended Plan. The sale shall be conducted by Debtor's counsel in two stages. In the first stage, Debtor shall advertise for and take written bids for the Townhome Complex. The property shall be offered and bids shall be accepted only for the Townhome Complex in full, and no bids shall

be solicited or accepted for any portion of the property that is less than the entire Townhome Complex.

Offers to purchase the Townhome Complex from interested buyers will be accepted in writing until 5:00 p.m. on January 17, 2014. All offers except the offer from Wells Fargo must be accompanied by a deposit of \$100,000.00 by cashier's check or the equivalent, made payable to the Trust Account of the law firm of Debtor's counsel, to be deposited and held in said Trust Account under the conditions set forth herein. All offers will be kept confidential. Offers must be for cash at closing, not subject to any financing contingency. The standard form of commercial real estate contract that is used on Boone County, Missouri, shall be used, and such contract shall provide for a reasonable time for due diligence by the purchaser and a closing date within ten (10) days after the close of the due diligence period.

In the second stage of the sale, on January 20, 2014, all bidders who have submitted qualifying bids (a "qualifying bid" is one that complies with the bidding requirements set forth herein) will be notified by the Debtor's counsel of the amount of the highest qualifying bid (but not the identity of the bidder) and will be invited to participate in an auction to be held in the offices of the Debtor's counsel at a time to be announced on a date between January 22 and January 30, 2014, inclusive ("the Auction"). Any bidder who has submitted a qualifying bid will be eligible to participate in the Auction, subject to the remaining terms of this procedure. Every bid must be in increments of at least \$10,000.00 higher than the previous bid. Participation may be accomplished by conference telephone call or other electronic means of communication, on condition that every participant shall be able to hear all other participants in the Auction.

The bidder at the Auction who makes the highest and best bid ("Highest Bidder") shall execute a sale contract ("Sale Contract") in the amount of the bid on the contract form that was

advertised and shall proceed thereafter to closing without the need for an Order from the U. S. Bankruptcy Court.

At the Auction, the Debtor's counsel shall also obtain a signed alternative sale contract ("Alternative Sale Contract") from the second-highest bidder, which shall be in the amount of that party's bid at the Auction, shall be contingent upon the sale to the first party not closing, and shall contain reasonable due diligence and closing dates in view of the period within which it is still possible that the contingency will be satisfied. (If the party making the second-highest bid at the Auction does not want to participate further in these sale procedures, then that party shall be allowed to withdraw, and such party who made the next highest offer and desires to participate further in these sale procedures shall sign the alternative sale contract.) If the Sale Contract is not closed as set forth therein, then the Debtor's counsel shall proceed to the Alternative Sale Contract and proceed thereafter with the purchaser thereunder toward closing.

All deposits by bidders who do not sign the Sale Contract or Alternative Sale Contract shall be returned to them within five days of the Auction. If the Sale Contract is closed, then the deposit of the purchaser under the Alternative Sale Contract shall be returned to that purchaser within five days of the closing.

Upon closing, the Debtor shall execute and deliver a deed to the purchaser that transfers all of Debtor's right, title and interest in and to the Townhome Complex free and clear of all liens and interests. Such deed shall be deemed a bill of sale for all personal property included in the Townhome Complex. All liens and interests in and to the Townhome Complex shall transfer to and encumber the proceeds of such sale in the same amounts and priorities as they existed in the Townhome Complex just before the closing of the sale, except that no lien of a real estate broker or agent and no lien for 2014 real estate taxes shall transfer to the proceeds of sale. The

proceeds of sale shall be distributed first to the costs of sale, including expenses for advertising and other direct costs of sale, and also including reasonable attorneys' fees for Debtor's counsel in conducting such sale in lieu of any fee in the nature of a trustee's fee, auctioneer's fee, or the like. There will be no pro-rating of real estate taxes, personal property taxes or utility expenses. The proceeds shall then be distributed to Wells Fargo and any other person holding a lien against the proceeds pursuant to these procedures.

The parties to this Agreement may agree in writing to modification of the procedures of the sale set forth above without the necessity of obtaining an Order from the U. S. Bankruptcy Court that modifies the terms of this Amended Plan or the Order confirming this Amended Plan.

In the event of any dispute concerning the sale or the distribution of proceeds of the sale, the U. S. Bankruptcy Court shall retain jurisdiction over the parties hereto, and all bidders shall be deemed to have submitted themselves to the jurisdiction of the said Court. The Court shall retain jurisdiction over the subject matter of this case, including the sale of the Townhome Complex pursuant to the procedures of this Amended Plan and all disputes relating thereto. Any interested party, including bidders, may apply to the Court to reopen this case or utilize such other procedure as may be permitted in order to obtain an adjudication of any dispute concerning the sale of the Townhome Property or the distribution of proceeds of such sale.

If Wells Fargo does not receive a payment due and owing under the Plan within five days from the date due, Wells Fargo may give the Debtor notice that Debtor is in default under the provisions of the Amended Plan. If a non-payment default occurs, Wells Fargo may give Debtor notice that it is in default of one or more provisions of the Amended Plan or the Loan Documents. Such notice shall be sent via certified U.S. Mail to:

Bryan C. Bacon  
Van Matre, Harrison, Hollis, Taylor, and Bacon, P.C.  
1103 East Broadway  
Columbia, MO 65201

Freddy Spencer  
3101 Jenne Hill Drive  
Columbia, MO 65202

Ten days after such a notice of a payment default is received by Jenne Hill, or twenty days after such a notice of non-payment default is received by Jenne Hill, if the default is not cured, Wells Fargo may accelerate the entire principal balance and enforce its security interest in the Townhome Complex and rents as described above in this Agreement. In such event, the discharge injunction shall be deemed terminated as of that date without any further Order of the U. S. Bankruptcy Court, and Wells Fargo shall be free thereafter to utilize the remedies provided in this Amended Plan, the pre-petition loan documents, and applicable non-bankruptcy law; provided however that if Wells Fargo elects to foreclose on its security interest contained in the pre-petition deed of trust Jenne Hill's liability to Wells Fargo following such foreclosure shall be limited to the amounts necessary for Wells Fargo to cure or remove any liens or clouds on title that are not extinguished by the foreclosure.

Subject to the foregoing terms, unless by written agreement of both Parties, all provisions of Wells Fargo's pre-petition loan documents shall remain in full force and effect, except Sections 6.2, 6.3, 6.10 and 7.1.6 of the 2008 Loan Agreement and Sections 7.1.1, 7.1.2, 7.1.3, 7.1.4, 7.1.8, 7.1.10, 7.1.12, 7.1.13, 7.1.16, 7.1.17 and 8.1.5 of the 2009 Loan Agreement shall be of no effect. Further, to the extent the Loan Documents reference any representation, warranty or event of default that relates to a document or information provided to Wells Fargo by Jenne Hill or any of the Guarantors, such representation, warranty or event of default shall apply to any document or information supplied on or after the date the Amended Plan of Reorganization is confirmed by the Court.

4.04 Class 3 Allowed Unsecured Claims-Impaired:

Class 3 consists of the general unsecured claims of approximately \$23,205.00. Class 3 claims will be paid in full in cash within 14 days of the Effective Date.

/s/ Bryan C. Bacon

Bryan C. Bacon, MO Bar No.: 46229

Van Matre, Harrison, Hollis, Taylor, and Bacon, P.C.

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Attorney for Debtor College Corner, L.L.C.

**CERTIFICATE OF SERVICE**

I certify that on the August 15, 2012, a true and correct copy of the foregoing was sent by electronic mail to those parties registered to receive electronic notice via the Court's CM/ECF system.

/s/Bryan C. Bacon

Bryan C. Bacon