

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Case Nos. 07-20412 through 07-20417,
)	and 07-21468 through 07-21470
NEUMANN HOMES, INC.,)	
<u>et al.</u> ,)	(Jointly Administered)
)	
Debtors.)	Chapter 11
)	Hon. Eugene R. Wedoff
)	

**MODIFIED JOINT PLAN OF LIQUIDATION OF NEUMANN HOMES, INC. AND ITS
AFFILIATED DEBTORS AND DEBTORS IN POSSESSION**

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
George N. Panagakis (ARDC No. 06205271)
Stephen D. Williamson (ARDC No. 06244130)
Jonathan G. Pfleeger (ARDC No. 06280869)
155 N. Wacker Drive, Suite 2700
Chicago, Illinois 60606-1285
(312) 407-0700

ATTORNEYS FOR DEBTORS
AND DEBTORS-IN-POSSESSION

Dated: Chicago, Illinois
~~December 11, 2009~~ February [8], 2010

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PLAN EXHIBITS

Exhibit A	Non-Exclusive List of Causes of Action
Exhibit B	Form of KPN Settlement Agreement
Exhibit C	Form of Liquidation Trust Agreement
Exhibit D	Form of Limited Warranty Deed
Exhibit E	List of Unexpired Leases and Executory Contracts to Be Assumed
Exhibit F	Form of IndyMac Deed
Exhibit G	Form of Order Closing Affiliate Debtors' Chapter 11 Cases

INTRODUCTION

Neumann Homes, Inc. (“Neumann Homes”) and eight of its subsidiaries and affiliates (the “Affiliate Debtors”), the debtors and debtors-in-possession in the above-captioned jointly administered Chapter 11 Cases (collectively the “Debtors”), hereby propose the following joint plan that is in part predicated upon, and in large part funded by, the KPN Settlement Agreement and provides for the liquidation of the Debtors’ assets and the distribution of the proceeds thereof in resolution of the outstanding claims against and interests in the Debtors. Capitalized terms used herein shall have the meanings ascribed to such terms in Article I.

At this time, these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the Bankruptcy Court. As set forth in Section 7.1 of this Plan, however, this Plan contemplates the substantive consolidation of the Affiliate Debtors into Neumann Homes. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code.

A complete list of the Debtors is set forth below. The list identifies each Debtor by its case number in these Chapter 11 Cases.

The Debtors

- Neumann Homes, Inc.
(Case No. 07-20412)
- Neu Pro Co., LLC
(Case No. 07-20414)
- Neumann Homes of Wisconsin, LLC
(Case No. 07-20416)
- Neumann Homes of Michigan, LLC
(Case No. 07-21468)
- Sky Ranch, LLC
(Case No. 07-21470)
- NDC Fabrications, LLC
(Case No. 07-20413)
- Neumann Homes of Colorado, LLC
(Case No. 07-20415)
- Precision Framing Systems, LLC
(Case No. 07-20417)
- NHI Sky Ranch, LLC
(Case No. 07-21469)

Under section 1125(b) of the Bankruptcy Code, a vote to accept or reject this Plan cannot be solicited from the Holder (as defined in Article I below) of a claim or interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to claim and interest Holders. The Disclosure Statement was approved by the Bankruptcy Court by order entered on December 11, 2009, and has been distributed simultaneously with this Plan to all parties whose votes are being solicited. The Disclosure Statement contains, among other things, a discussion of the Debtors’ history, business, properties and former and current operations, a summary and analysis of this Plan, and certain related matters. **ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO**

READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Fed. R. Bankr. P. 3019, the restrictions and requirements of the KPN Settlement Agreement, and those restrictions on modifications set forth in Article XVI of this Plan, each of the Debtors expressly reserves its respective rights to alter, amend, modify, revoke or withdraw this Plan with respect to such Debtor, one or more times, prior to its substantial consummation.

The following are defined terms used throughout this Plan or referenced in multiple sections of this Plan. To the extent a term is defined in a particular section of this Plan, but only used with respect to that particular section, such term may not be contained herein this Article I.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

1.1 Definitions

For purposes of this Plan, except as otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

“*Administrative Claim*” means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, (i) any actual and necessary costs and expenses, incurred after the Petition Dates, of preserving the Estates and operating and liquidating the business of the Debtors (including wages, salaries, or commissions for services rendered after the Petition Dates), (ii) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, and (iii) DIP Facility Claims to the extent not already paid.

“*Administrative Claims Bar Date*” means, except as modified by Section 11.1 and 11.2 of this Plan, the deadline for filing proofs of Administrative Claims which shall be thirty (30) days after the date on which the Debtors mail written notice of the occurrence of the Effective Date as specified in Section 11.3 of this Plan, unless otherwise ordered by the Bankruptcy Court.

“*Administrative Claims Estimate*” shall have the meaning ascribed to such term in Section 11.4 of this Plan.

[“Administrative Claims Estimate Objection Deadline” shall have the meaning ascribed to such term in Section 11.4 of this Plan.](#)

“*Affiliate Debtors*” means, individually or collectively, a Debtor or Debtors other than Neumann Homes, as applicable.

“*Affiliate Interest*” means the rights of any current or former Holder or owner of any shares of Old Equity of any of the Affiliate Debtors authorized and issued prior to the Confirmation Date.

“*Affiliates*” has the meaning given such term by section 101(2) of the Bankruptcy Code.

“*Allowed*” means, with respect to a Claim, an Allowed Claim in a particular Class or category specified.

“*Allowed Claim*” means a Claim or any portion thereof:

(a) that has been allowed by a Final Order, or

(b) as to which no proof of claim has been timely filed with the Bankruptcy Court and (i) the liquidated and noncontingent amount of which is Scheduled other than at zero, in an unknown amount, or as disputed and (ii) no objection to its allowance has been filed, or is intended to be filed by the Debtors, within the periods of limitation fixed by this Plan, the Bankruptcy Code or by any order of the Bankruptcy Court, or

(c) as to which a proof of claim has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law but only to the extent that such claim is identified in such proof of claim in a liquidated and noncontingent amount, and either (i) no objection to its allowance has been filed, or is intended to be filed, within the periods of limitation fixed by this Plan, the Bankruptcy Code or by any order of the Bankruptcy Court or (ii) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order, or

(d) that is expressly allowed in a liquidated amount in this Plan.

[“Annexation and Development Agreements” shall have the meaning ascribed to such term in Section 16.17\(a\)\(i\) of this Plan.](#)

[“Assumption Objection” shall have the meaning ascribed to such term in Section 8.7 of this Plan.](#)

“*Avoidance Actions*” means Causes of Action arising under sections 502, 510, 541, 542, 544, 545, 547 through 551 or 553 of the Bankruptcy Code, or under similar or related state or federal statutes and common law, including fraudulent transfer laws, that are not Released KPN Claims, whether or not litigation is commenced to prosecute such Causes of Action and whether or not such Avoidance Action is listed on Exhibit A attached hereto.

“**Ballot**” means each of the ballot form or forms distributed to each Holder of an Impaired Claim, on which the Holder is to indicate acceptance or rejection of this Plan.

“**Bankruptcy Code**” means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, or any other court with jurisdiction over the Chapter 11 Cases.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

“**Bank of America**” means Bank of America, N.A. or its successors and assigns.

“**Bank of America Collateral**” means any and all property or interests in property of the Estates that is subject to a valid and enforceable Lien to secure a Bank of America Secured Claim; provided that, Bank of America Collateral shall not include ~~Discharged~~Released Property.

“**Bank of America Credit Agreement**” means that certain Acquisition, Development and Construction Loan Agreement, dated February 19, 2001, by and between Neumann Homes, Neumann Homes of Colorado, Neumann Homes of Wisconsin, and Bank of America, in the aggregate principal amount of \$75,000,000, and related documents, all as amended and restated from time to time.

“**Bank of America Credit Facilities**” mean (a) the prepetition credit facilities between certain of the Debtors and Bank of America (and its successors and assigns), including, but limited to, the Bank of America Credit Agreement and (b) the prepetition credit facilities between certain of the Debtors and LaSalle Bank, including, but not limited to, the LaSalle Bank Secured Loan.

“**Bank of America Lift Stay Orders**” mean the (a) Order Granting the Motion of Bank of America, N.A. for Relief from the Automatic Stay entered on September 30, 2008 [Docket No. 1293]; and (b) Order Granting the Motion of Bank of America, N.A., as Successor In Interest to LaSalle Bank National Association, for Relief from the Automatic Stay entered on November 24, 2008 [Docket No. 1429].

“**Bank of America Notice Date**” shall have the meaning ascribed to such term in Section 5.1(a) of this Plan.

“**Bank of America Secured Claims**” mean any Secured Claim on account of the Bank of America Credit Facilities.

“**Bar Date**” means the deadline for filing proofs of claim established by Bankruptcy Court as January 2, 2009 pursuant to the Bar Date Order and any supplemental bar dates established by the Bankruptcy Court pursuant to the Bar Date Order or other Final Order.

“**Bar Date Order**” means the order entered by the Bankruptcy Court on October 6, 2008 [Docket No. 1325], which established the Bar Date.

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

“**Cash**” means legal tender of the United States of America and equivalents thereof.

“**Causes of Action**” means any and all Claims, actions, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise, including the Avoidance Actions [and any claims under section 506\(c\) of the Bankruptcy Code](#), and whether or not such Causes of Action are listed on Plan [Exhibit A](#) attached hereto; provided, that, the Causes of Action shall not include the Released KPN Claims.

“**Chapter 11 Cases**” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the chapter 11 cases pending for the Debtors in the Bankruptcy Court.

“**Claim**” means a “claim,” as defined in section 101(5) of the Bankruptcy Code.

“**Claims Objection Deadline**” means as applicable (except for Administrative Claims) (a) the day that is the later of (i) the first Business Day that is one hundred eighty (180) days after the Effective Date, and (ii) as to proofs of claim filed after the Bar Date, the first Business Day that is one hundred eighty (180) days after a Final Order is entered deeming the late filed claim to be treated as timely filed, or (b) such later date as may be established by the Bankruptcy Court as may be requested by the Debtors or the Liquidation Trust Administrator.

“**Class**” means a category of Holders of Claims or Interests, as described in Articles II and III of this Plan.

“**Clubhouse Funds**” mean certain funds set aside, prior to the Initial Petition Date, by Neumann Homes or its Affiliates out of closing proceeds that they otherwise would have been entitled to for reimbursement to Neumann Homes for costs incurred in commencing construction of a certain clubhouse and amenities in the Clublands of Antioch development in Antioch, Illinois.

“**Clublands Lift Stay Order**” means the Stipulation and Agreed Order Regarding Village of Antioch’s Motion for Relief from Stay and Village of Antioch’s Supplemental Motion for Relief from Stay [Docket No. 1103].

“**Cole Taylor**” means Cole Taylor Bank.

“*Cole Taylor Credit Facilities*” mean the prepetition credit facilities between certain of the Debtors and Cole Taylor (and its successors and assigns), including, but not limited to, the Cole Taylor Loan Agreement.

“*Cole Taylor Loan Agreement*” means that certain Master Revolving Loan Agreement, by and between Neumann Homes and Cole Taylor, dated as of May 30, 2003, in the approximate aggregate principal amount of \$20,000,000, and related documents, all as amended and restated from time to time.

“*Cole Taylor Sale Order*” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and 506(a) and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Debtors to (A) Sell the Debtors’ Real and Personal Property with Respect to the Debtors’ Development at Clublands of Antioch to Cole Taylor Bank or its Designee, Free and Clear of All Junior Liens, But Subject to All Existing, Valid and Non-Avoidable Senior Liens on Such Property, and (B) Reject All Executory Contracts Pertaining to the Development on Five Days Notice entered on November 24, 2008 [Docket No. 1426].

“*Cole Taylor Secured Claims*” mean any Secured Claim on account of the Cole Taylor Credit Facilities and any DIP Facility Claim held by Cole Taylor.

“*Collateral*” means any property or interest in property of the Debtors’ Estates that is subject to a valid, enforceable and unavoidable Lien to secure a Claim.

“*ComEd Sale Proceeds*” means those certain proceeds from the sale of certain easement property located in the Debtors’ development in the Village of Gilberts, Illinois by the Debtors to Commonwealth Edison, as approved by order of the Bankruptcy Court on June 17, 2009 [Docket No. 1770].

“*Comerica*” means Comerica Bank or its successors and assigns.

“*Comerica Collateral*” means any and all property or interests in property of the Estates that is subject to a valid and enforceable Lien to secure a Comerica Secured Claim; provided that, Comerica Collateral shall not include ~~Discharged~~Released Property.

“*Comerica Credit Facilities*” mean the prepetition credit facilities between certain of the Debtors and Comerica (and its successors and assigns), including, but not limited to, the Comerica Loan Agreement.

“*Comerica Foreclosed Property*” has the meaning ascribed to such term in Section 5.1(c) of this Plan.

“*Comerica Lift Stay Order*” means the Order Granting Comerica Bank Relief from Stay entered on November 20, 2008 [Docket No. 1412].

“*Comerica Loan Agreement*” means that certain Residential Revolving Construction Loan Agreement, dated January 5, 2004, by and between Neumann Homes,

Neumann Homes of Michigan and Comerica, in the aggregate principal amount of \$27,000,000, and related documents, all as amended and restated from time to time.

[“Comerica Released Property” has the meaning ascribed to such term in Section 5.1\(c\) of this Plan.](#)

“Comerica Sale Order” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and 506(a) and Fed. R. Bank. P. 2002, 6004, 6006 and 6007 Authorizing and Approving (A) the Sale of the Debtors’ Membership Interests in Owner LLC, Subject to All Existing Valid, Non-Avoidable Liens and Encumbrances, to an Acquisition Entity, and (B) Certain Related Transactions, Including, Among Others, the Contemporaneous Transfer of Owner LLC’s Assets to a Separate Acquisition Entity entered on August 21, 2008 [Docket No. 1239].

“Comerica Secured Claims” mean any Secured Claim on account of the Comerica Collateral under the Comerica Credit Facilities.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

“Confirmation Hearing” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

“Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

[“Continuing Contracts and Leases” shall have the meaning ascribed to such term set forth in Section 8.4 of this Plan.](#)

“Creditors’ Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as reconstituted from time to time.

“Cure” means the distribution within a reasonable period of time following the Effective Date of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption or assumption and assignment of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

“Customer Deposits” means certain cash deposits given to Neumann Homes or its Affiliates by certain customers prior to the Initial Petition date in the ordinary course of business, including but not limited to, pursuant to the NeuHomeMax trade-in-program. For the avoidance of doubt, Customer Deposits shall not include the Clubhouse Funds.

“*Debtor(s)*” means, individually, Neumann Homes or any of the Affiliate Debtors and, collectively, all of the above-captioned debtors and debtors-in-possession.

“*Deferred Professional Fees*” mean any Professional ~~Fees~~Fee Claims, Substantial Contribution Claims, and fees and expenses of UHY Advisors, FLVS (including Paul J. Andrews in his capacity as the Debtors’ Chief Restructuring Officer) and Epiq Bankruptcy Solutions, LLC, as to which there are insufficient funds to pay when such fees are finally approved.

“*Deferred Professional Fees Liquidation Trust Distribution*” means 20% of all amounts of the Liquidation Trust Plan Distribution Property otherwise distributable to Holders of Allowed General Unsecured Claims by the Liquidation Trust until the Deferred Professional Fees are paid in full.

“*Deficiency Claim*” means, in the case of a Claimholder who asserts a Secured Claim or Other Secured Claim against the Debtors, a Claim equal to the amount by which such Claim exceeds the secured portion thereof as determined pursuant to section 506 of the Bankruptcy Code.

“*DIP Credit Agreements*” mean collectively, (i) the DIP Term Sheet and (ii) the Supplemental DIP Credit Facilities, together approved by the Bankruptcy Court pursuant to the DIP Facility Orders, which agreements are among Neumann Homes and its Affiliate Debtors, as borrowers, and the DIP Lenders, as such agreements may have been amended, supplemented or modified from time to time.

“*DIP Facilities*” mean the debtor-in-possession secured financing facilities provided to the Debtors by the DIP Lenders pursuant to the DIP Credit Agreements as authorized by the DIP Facility Orders.

“*DIP Facility Claims*” mean all Administrative Claims of the DIP Lenders arising under the DIP Facilities or the DIP Facility Orders.

“*DIP Facility Orders*” mean collectively, the (i) Emergency DIP Order, (ii) Supplemental DIP Financing Order (Cole Taylor Bank) entered by the Bankruptcy Court on February 27, 2008 [Docket No. 598]; (iii) Supplemental DIP Financing Order (First Midwest Bank) entered by the Bankruptcy Court on March 19, 2008 [Docket No. 674]; (iv) Supplemental DIP Financing Order (Guaranty Bank) entered by the Bankruptcy Court on April 23, 2008 [Docket No. 823]; and (v) Supplemental DIP Financing Order (IndyMac Bank) entered by the Bankruptcy Court on April 23, 2008 [Docket No. 824], authorizing and approving the DIP Facilities, the DIP Credit Agreements and related agreements thereto.

“*DIP Lender*” means each entity identified as a “Lender” in the DIP Credit Agreements, including but not limited to, Cole Taylor, First Midwest, Guaranty Bank, IndyMac, RBC, and RFC, and their respective successors and assigns.

“*DIP Term Sheet*” means that certain Summary of Terms and Conditions of Neumann Homes DIP Financing approved by the Bankruptcy Court on November 28, 2007 pursuant to the Emergency DIP Order.

“*Disallowed Claim*” means a Claim, or any portion thereof, that (a) has been disallowed by either a Final Order or pursuant to a settlement, or (b) (i) is Scheduled at zero or as contingent, disputed or unliquidated and (ii) 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.

“*Disbursing Agent*” means the Debtors or the Liquidation Trust Administrator, or any party designated by the Debtors to serve as disbursing agent under this Plan.

“*Disclosure Statement*” means the written disclosure statement (including all schedules thereto or referenced therein) that relates to this Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, as the same may be amended, modified or supplemented.

“*Disclosure Statement Hearing*” means the hearing before the Bankruptcy Court held to consider the adequacy of the Disclosure Statement as such hearing may be adjourned or continued from time to time.

~~“*Discharged Property*” means any portion of, or all of, the Bank of America Collateral, Comerica Collateral, Guaranty Bank Collateral or IndyMac Collateral in which a Discharge Event has occurred.~~

~~“*Discharge Event*” shall have the meaning ascribed to it in Section 5.1(a) herein.~~

“*Disputed Claim*” means a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, and includes, without limitation, Claims that (a) have not been Scheduled by the Debtors or have been Scheduled at zero, or as contingent, unliquidated or disputed or (b) are the subject of an objection filed (or intended to be filed prior to the Claims Objection Deadline) in the Bankruptcy Court and which objection has not been withdrawn or overruled by a Final Order of the Bankruptcy Court.

“*Disputed Claims Reserve*” means one or more reserves of Cash established and maintained by the Liquidation Trust Administrator for Holders of Class 4 Claims on account of Disputed Class 4 Claims.

“*Effective Date*” means the Business Day this Plan becomes effective as provided in Section 12.2 of this Plan.

“*Emergency DIP Order*” means the emergency debtor-in-possession financing order that was entered by the Bankruptcy Court on November 28, 2007 [Docket No. 204].

“*Epiq*” means Epiq Bankruptcy Solutions, LLC.

“*Estate(s)*” means, individually, the estate of Neumann Homes or any of the Affiliate Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

“*Exhibit*” means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement.

“*Exhibit Filing Date*” means the date by which all Exhibits shall be filed with the Bankruptcy Court, which date shall be at 5:00 p.m. (Central Time) at least seven (7) days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Code.

“*Existing Securities*” means, Old Equity, including any such securities that have been authorized but not issued. For the avoidance of doubt, Existing Securities also include the Affiliate Interests.

“*Face Amount*” means (a) when used in reference to a Disputed Claim or Disallowed Claim, the full stated amount of the Claim claimed by the Holder in any proof of claim timely filed with the Bankruptcy Court or otherwise deemed timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

“*Farm Lease Proceeds*” means those certain proceeds held in the Debtors’ estates that were paid to the Debtors by certain third parties in exchange for the temporary right of such third parties to farm certain of the Debtors’ property in the Gilberts and Mason Farm developments.

“*Fee Estimate Objection*” shall have the meaning ascribed to such term in Section 11.1(a) of this Plan.

“*Fee Estimate Objection Deadline*” shall have the meaning ascribed to such term in Section 11.1(a) of this Plan.

“*File, Filed or Filing*” means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

“*Final Order*” means an order or judgment, the operation or effect of which has not been stayed, reversed or amended and as to which order or judgment (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

“*First Midwest*” means First Midwest Bank or its successors and assigns.

“*First Midwest Credit Facilities*” mean the prepetition credit facilities between certain of the Debtors and First Midwest (and its successors and assigns), including, but not limited to, the First Midwest Loan Agreement.

“**First Midwest Loan Agreement**” means that certain Loan Agreement, dated May 15, 2001, by and between Neumann Homes and First Midwest, in the aggregate principal amount of \$20,000,000, and related documents, all as amended and restated from time to time.

“**First Midwest Sale Order**” means the Order Authorizing and Approving Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims and Encumbrances (Kaco) entered on July 17, 2008 [Docket No. 1094].

“**First Midwest Secured Claims**” mean any Secured Claim on account of the First Midwest Credit Facilities and any DIP Facility Claim held by First Midwest.

“**General Unsecured Claim**” means a Claim that is not an Administrative Claim, Priority Tax Claim, Secured Claim, Other Secured Claim, or Non-Tax Priority Claim; provided that, General Unsecured Claims shall include Intercompany Claims and Deficiency Claims.

“**General Unsecured Claims Subordination Rights**” means the rights granted under this Plan to the Holders of General Unsecured Claims who are not Prepetition Lenders in order to receive the Subordinated Recoveries otherwise payable to Released Lenders as Holders of Allowed General Unsecured Claims until the total recovery to Holders of General Unsecured Claims who are not Prepetition Lenders equals the Subordination Redistribution Threshold.

“**GMAC Parties**” mean RFC and the RFC-Related Entities.

“**GMAC Settlement**” means the settlement agreement pursuant to this Plan reached between the Debtors and the GMAC Parties resolving all claims and disputes between the parties and more fully described in the Debtors’ Motion for an Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 9019(a), and Solely to the Extent Necessary, 11 U.S.C. § 363(b), (A) Authorizing and Approving the Settlement By and Among the Debtors and GMAC Model Home Finance LLC and Certain Related Parties and (B) Granting Related Relief filed with the Bankruptcy Court on November 13, 2009 [Docket No. 2004] and approved by the Bankruptcy Court on December 9, 2009 [Docket No. 2043].

“**Guaranty Bank Collateral**” means any and all property of the Debtors’ Estates that is subject to a valid, enforceable and unavoidable lien to secure a Guaranty Bank Secured Claim; provided that, Guaranty Bank Collateral shall not include ~~Discharged~~Released Property.

“**Guaranty Bank Credit Facilities**” mean the prepetition credit facilities between certain of the Debtors and Guaranty Bank (and its successors and assigns), including, but not limited to, the Guaranty Bank Loan Agreement.

“**Guaranty Bank Lift Stay Orders**” mean the (a) Agreed Order on Guaranty Bank’s Motion for Relief from the Automatic Stay entered on May 28, 2008 [Docket No. 932]; (b) Order on Guaranty Bank’s Motion for Relief from the Automatic Stay entered on September 30, 2008 [Docket No. 1294]; and (c) Amended Agreed Order on Guaranty Bank’s Motion for Relief from the Automatic Stay entered on December 10, 2008 [Docket No. 1502].

“**Guaranty Bank Loan Agreement**” means that certain Loan Agreement, dated June 3, 1999, by and between Neumann Homes and Guaranty Bank, in the aggregate principal amount of \$75,000,000, and related documents, all as amended and restated from time to time.

“**Guaranty Bank Sale Order**” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and 506(a) and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Debtors to (A) Sell the Debtors’ Real and Personal Property With Respect to the Debtors’ Developments at Clublands of Joliet, Meadows of West Bay, Neudearborn Station, Neustoneshire and Conservancy/Cascairo Farm to Guaranty Bank or Its Designee, Free and Clear of All Junior Liens, But Subject to All Existing, Valid and Non-Avoidable Senior Liens on Such Property, (B) the Assumption and Assignment of a Certain Executory Contract Pertaining to the Developments and (C) the Rejection of the Remaining Executory Contracts Pertaining to the Developments entered on October 14, 2008 [Docket No. 1352].

“**Guaranty Bank Secured Claims**” mean any Secured Claims on account of the Guaranty Bank Credit Facilities and any DIP Facility Claim held by Guaranty Bank.

“**Holder**” means an entity holding a Claim or Interest and, with respect to the Existing Securities, the beneficial holder as of the Voting Record Date or Record Date, as appropriate, or any authorized agent who has completed and executed a Ballot in accordance with the voting instructions.

“**Holding Period**” shall have the meaning ascribed to such term in Section 14.3(c) of this Plan.

“**IHP Adversary**” means the Debtors’ adversary complaint filed on October 31, 2009 against KPN and IHP Investment Fund III, L.P. (Adversary No. 09-01111) alleging claims for the avoidance of certain alleged preferential or fraudulent transfers under Chapter 5 of the Bankruptcy Code.

“**Impaired**” means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“**Indemnification Rights**” means any obligations or rights of any of the Debtors to indemnify or contribute to the losses, liabilities or expenses of an Indemnitee pursuant to such Debtor’s charter, by-laws or policy of providing employee indemnification, or applicable state law or specific agreement in respect of any claims, demands, suits, causes of action or proceedings against an Indemnitee based upon any act or omission related to an Indemnitee’s service with, for or on behalf of such Debtor.

“**Indemnitee**” means all present and former directors, officers, employees, consultants, agents or representatives of a Debtor who are entitled to assert Indemnification Rights and who are Released Parties. For the avoidance of doubt, any surety under any surety bond provided by the Debtors with respect to the construction of Public Improvements (as defined in the Lift Stay Orders), including the Water Treatment Plant in the Village of Antioch, for or on behalf of the Village of Antioch or the Village of Wonder Lake, shall not be an Indemnitee for purposes of this Plan.

“**IndyMac**” means IndyMac [Venture, LLC \(successor-in-interest to IndyMac Bank, F.S.B.-~~of~~\)](#), its successors and assigns [or, where applicable and appropriate in the Plan, its designee\(s\) that acquire or will acquire title to IndyMac Collateral pursuant to Sections 14.3\(c\)\(i\) or 5.1\(f\) \(in the event that the IndyMac Settlement is not approved\).](#)

“**IndyMac Collateral**” means any and all property or interests in property of the Estates that is subject to a valid and enforceable Lien to secure an IndyMac Secured Claim; provided that, IndyMac Collateral shall not include ~~Discharged~~[Released](#) Property; provided, further, however, that, if the IndyMac Settlement is not [approved or consummated](#) ~~or not approved~~, then the ~~IndyMac Collateral shall not include~~[disputes between the Debtors and IndyMac regarding whether the ComEd Sale Proceeds and/or the Farm Lease Proceeds are IndyMac Collateral shall remain unresolved, without prejudice to the parties’ respective rights, pending resolution of such disputes in accordance with Section 5.1\(f\) of the Plan.](#)

“**IndyMac Credit Facilities**” mean the prepetition credit facilities between certain of the Debtors and IndyMac (and its successors and assigns), including, but not limited to, the IndyMac Loan Agreement.

“**IndyMac Loan Agreement**” means that certain Building Loan Agreement, dated June 1, 1999, by and between Neumann Homes, Neumann Homes of Colorado, Neumann Homes of Wisconsin and IndyMac, in the aggregate principal amount of \$25,000,000, and related documents, all as amended and restated from time to time.

“**IndyMac Secured Claims**” mean any Secured Claim on account of the IndyMac Credit Facilities and any DIP Facility Claim held by IndyMac.

“**IndyMac Settlement**” shall have the meaning ascribed to such term in [Section 14.3 of this Plan.](#)

“**Initial Distribution**” means the distribution occurring on the Initial Distribution Date.

“**Initial Distribution Date**” means the date occurring as soon as possible after the Administrative Claims Bar Date as determined by the Debtors upon which distributions are made with respect to Holders of Allowed Claims pursuant to [Article IX](#).

“**Initial Funding**” shall the meaning ascribed to such term set forth in [Section 13.3\(e\) of this Plan.](#)

“**Initial Petition Date**” means November 1, 2007 with respect to Neumann Homes, Inc., NDC Fabrications, LLC, Neumann Homes of Colorado, Neumann Homes of Wisconsin, Neu Pro Co., LLC, and Precision Framing Systems, LLC.

“**Intercompany Claim**” means (a) any account reflecting intercompany book entries by one (1) Debtor with respect to any other Debtor or (b) any Claim that is not reflected in such book entries and is held by a Debtor against any other Debtor.

“**Interest**” means the legal, equitable, contractual and other rights of the Holders of Old Equity.

“**KPN**” means Kenneth P. Neumann.

“**KPN Actions**” means the claims and causes of action asserted in, and expressly including any other legal or equitable theories that relate to or that could be asserted based on the factual allegations contained in, the complaints filed by the Creditors’ Committee and the Debtors in the adversary proceedings captioned, respectively, *Official Committee of Unsecured Creditors of Neumann Homes, Inc., v. Kenneth P. Neumann and Jean L. Neumann* (Adv. No. 08-1000) and *Neumann Homes, Inc., et al. v. Kenneth P. Neumann, Jean L. Neumann, and KJET Office Building, LLC* (Adv. No. 09-594), and *Neumann Homes, Inc. et al. v. IHP Investment Fund III, L.P.*, and Kenneth P. Neumann (Adv. No. 09-1111).

“**KPN Entities**” means, collectively, Kenneth P. Neumann, Jean L. Neuman, their family members, and all entities presently or formerly owned or affiliated with KPN, including but not limited to, KJET Office Building LLC, Kreutzer Road LLC, KDJET LLC, KPN Michigan LLC, KPN Michigan Pool LLC, and KPN Sterling Woods LLC and each of their past and present family members, attorneys, shareholders, employees, consultants, members, officers, directors, parents, subsidiaries, predecessors, successors, affiliates, professionals and agents.

“**KPN Payment(s)**” has the meaning set forth in the KPN Settlement Agreement.

“**KPN Settlement Agreement**” means that certain Agreement to Settle Certain Disputes, Fund Chapter 11 Plan and Transfer Certain Assets to be entered into by and among the Debtors and the KPN Entities and substantially in the form attached hereto as Plan Exhibit B.

“**LaSalle Bank**” means LaSalle Bank National Association.

“**LaSalle Bank Secured Loan**” means that certain Promissory Note, dated September 17, 2002, by and between LaSalle Bank and Sky Ranch, LLC in the original principal amount of \$17,400,000 secured by that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, dated as of September 17, 2002, from Sky Ranch, LLC to the Public Trustee of Arapahoe County, Colorado for the benefit of LaSalle.

“**Lien**” means a charge against or interest in property to secure payment of a debt or performance of an obligation.

“**Liquidation Trust**” means that certain liquidation trust to be created on the Effective Date in accordance with the provisions of Article VII of the Plan and the Liquidation Trust Agreement.

“**Liquidation Trust Administrator**” means the person or entity designated by the Debtors and the Creditors’ Committee at least seven (7) days prior to the Voting Deadline and retained as of the Effective Date to administer the Liquidation Trust in accordance with the Plan and the Liquidation Trust Agreement, and any successor appointed in accordance with the Liquidation Trust Agreement.

“Liquidation Trust Advisory Board” means the board that is to be created pursuant to section 13.4 of this Plan for the purpose of advising the Liquidation Trust Administrator with respect to decisions affecting the Liquidation Trust to the extent set forth in the Liquidation Trust Agreement.

“Liquidation Trust Agreement” means that certain trust agreement, substantially on the terms set forth on Exhibit C and in form and substance acceptable to the Debtors and the Creditors’ Committee, that, among other things: (a) establishes and governs the Liquidation Trust; and (b) describes the powers, duties, and responsibilities of the Liquidation Trust Administrator, the liquidation of the Liquidation Trust Assets, and the distribution of the proceeds thereof.

“Liquidation Trust Assets” means those assets (and any and all proceeds therefrom and interest accruing with respect thereto), including, but not limited to, certain of the Debtors’ real and personal property (which may include ~~Discharged~~ Released Property) listed on an exhibit to the Liquidation Trust Agreement, and the Liquidation Trust Claims, which will be transferred on the Effective Date to, and owned by, the Liquidation Trust; provided that, the furniture, sales trailer, documents, Designated Records (as that term is defined in the KPN Settlement Agreement), propriety information, trade names, and other assets transferred pursuant to the KPN Settlement Agreement, the Released KPN Claims and any other Claims released under the Plan are excluded from the forgoing; provided, further, that, any and all proceeds recovered at any time, before or after the Effective Date, with respect to the following: (a) any and all proceeds recovered from the Prepetition Lenders, (b) the KPN Payments, and (c) any Cash on hand as of the Effective Date shall not be considered Liquidation Trust Assets, shall not be transferred to the Liquidation Trust, and shall remain property of the Debtors’ Estates.

“Liquidation Trust Beneficiaries” means the Holders of Claims that are to be satisfied under the Plan by post-Effective Date distributions to be made by the Liquidation Trust, including Holders of Deferred Professional Fees, any other unpaid Allowed Administrative Claims, and Allowed General Unsecured Claims.

“Liquidation Trust Budget” means the budget for the expenses projected to be paid by the Liquidation Trust, which budget will be an exhibit to the Liquidation Trust Agreement.

“Liquidation Trust Claims” means those Causes of Action identified in the Liquidation Trust Agreement, which will include certain Causes of Action arising under chapter 5 of the Bankruptcy Code that are not released under the KPN Settlement Agreement, the Plan or other Bankruptcy Court-approved settlements. For the avoidance of doubt, the Liquidation Trust Claims shall not include the Released KPN Claims.

“Liquidation Trust Plan Distribution Property” means the Liquidation Trust Recoveries and the Liquidation Trust Assets to be distributed in accordance with Section 13.5 of the Plan.

“Liquidation Trust Expenses” shall have the meaning ascribed to such term in Section 13.3(e) of this Plan.

[“Liquidation Trust Professionals” shall have the meaning ascribed to such term in Section 13.3\(f\) of this Plan.](#)

“Liquidation Trust Recoveries” mean any and all proceeds received by the Liquidation Trust from the prosecution of the Liquidation Trust Claims.

“Net Proceeds” means all proceeds from the sale or other disposition of an asset minus all reasonable out-of-pocket direct costs, fees and expenses incurred in connection with such sale or other disposition, provisions for any sales or other tax due and owing as a consequence of such sale or other disposition, and other customary prorations in connection with such sale or other disposition.

“NeuHaven Lift Stay Order” means the Stipulation and Agreed Order Regarding Village of Antioch’s Motion for Relief from Stay and Village of Antioch’s Supplemental Motion for Relief from Stay regarding the NeuHaven Development [Docket No. 1104].

“Neumann Homes” means Neumann Homes, Inc., an Illinois corporation.

“Neumann Homes of Colorado” means Neumann Homes of Colorado, LLC.

“Neumann Homes of Michigan” means Neumann Homes of Michigan, LLC.

“Neumann Homes of Wisconsin” means Neumann Homes of Wisconsin, LLC.

“Non-Tax Priority Claim” means a Claim, other than an Administrative Claim or Priority Tax Claim, that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code.

“Old Equity” means, collectively, the common stock, preferred stock or other equity interest of Neumann Homes and the Affiliate Debtors outstanding immediately prior to the Petition Dates, including treasury stock and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such common stock, preferred stock or other equity interest.

“Other Secured Claims” mean any Secured Claim that is not a (a) DIP Facility Claim, (b) Bank of America Secured Claim, (c) Cole Taylor Secured Claim, (d) Comerica Secured Claim, (e) First Midwest Secured Claim, (f) Guaranty Bank Secured Claim, (g) IndyMac Secured Claim, (h) RBC Secured Claim and (i) RFC Secured Claim.

“Person” means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization or other entity.

“Petition Dates” mean collectively, the (a) Initial Petition Date and (b) Subsequent Petition Date.

“Plan” means this joint chapter 11 plan for the Debtors as herein proposed, including all supplements, appendices and schedules thereto, either in its present form or as the

same may be further altered, amended or modified from time to time in accordance with the Bankruptcy Code and the obligations and restrictions contained in the KPN Settlement Agreement.

[“Potential Burdens and Rights” shall have the meaning ascribed to such term in Section 16.17\(a\) of this Plan.](#)

“Prepetition Credit Facilities” means the Bank of America Credit Facilities, the Cole Taylor Credit Facilities, the Comerica Credit Facilities, the First Midwest Credit Facilities, the Guaranty Bank Credit Facilities, the IndyMac Credit Facilities, the LaSalle Bank Secured Loan, the RBC Credit Facilities and the RFC Credit Facilities.

“Prepetition Lenders” mean those lenders, their successors and assigns, that are party to the Prepetition Credit Facilities, including, but not limited to, Bank of America, Cole Taylor, Comerica, First Midwest, Guaranty Bank, IndyMac, LaSalle Bank, RBC, and RFC.

“Priority Tax Claim” means a Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

“Pro Rata” means, with respect to a distribution regarding a particular Class, the proportion that (a) the Face Amount of a Claim in a particular Class bears to (b) the aggregate Face Amount of all Claims in such Class, unless this Plan provides otherwise.

“Professional” means (a) any professional employed in the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code and supported by both the (i) Debtors and (ii) Creditors’ Committee.

[“Professional Fee and Substantial Contribution Claims Bar Date” shall have the meaning ascribed to such term in Section 11.1\(b\) of this Plan.](#)

“Professional Fee Claim” means an Administrative Claim under section 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other entity for services rendered or expenses incurred in the Chapter 11 Cases on or prior to the Effective Date (including expenses of the members of the Creditors’ Committee incurred as members of the Creditors’ Committee in discharge of their duties as such).

“Professional Fee Order” means the order under 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated November 28, 2007 [Docket No. 202].

“Pushback Order” means the Order Under 11 U.S.C. §§ 363(b) and 506(a) and Rules 2002, 6004 and 6007 of the Federal Rules of Bankruptcy Procedures (A) Approving the Sale of Certain Developed Property to Certain Prepetition Lenders, (B) Authorizing Such Prepetition Lenders to Designate the Party to Whom Certain Homeowner Contracts May be

Assigned (Subject to Subsequent Order of the Court), and (C) Granting Related Relief entered on December 13, 2007 [Docket No. 286].

“**RBC**” means RBC Builder Finance or its successors and assigns.

“**RBC Credit Facilities**” mean the prepetition credit facilities between certain of the Debtors and RBC (and its successors and assigns), including, but not limited to, the RBC Loan Agreement.

“**RBC Loan Agreement**” means that certain Loan Agreement, dated May 30, 2002, by and between Neumann Homes and RBC in the aggregate principal amount of \$40,000,000, and related documents, all as amended and restated from time to time.

“**RBC Sale Order**” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and 506(a) and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Debtors to (A) Transfer to RBC Bank (USA) or Its Designee the Debtors’ Real and Personal Property Subject to RBC’s Liens and Security Interests in Connection with the Debtors’ Developments Commonly Known as Strawberry Creek and Leonas Rolling Meadows Located in Kenosha, Wisconsin, Subject to All Existing, Valid and Non-Avoidable Liens on Such Property, and (B) Reject Certain Executory Contracts Associated with the Property and the Developments entered on May 27, 2008 [Docket No. 926].

“**RBC Secured Claims**” means any Secured Claim on account of the RBC Credit Facilities and any DIP Facility Claim held by RBC.

“**Record Date**” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the Confirmation Date.

“**Redemption Rights**” means any right granted by state law or statute to free property from encumbrance, foreclosure, foreclosure sale or other judicial sale, or to recover the title passing thereby, by paying the amount(s) due and owing with respect to such property, potentially including but not limited interest and costs, to the extent required by such state law or statute.

“**Release Event**” means the failure of the Holder of a Secured Claim in Class 1-A (Bank of America Secured Claims), Class 1-E (Guaranty Bank Secured Claims) and, in the event that the Bankruptcy Court does not approve the IndyMac Settlement, Class 1-F (IndyMac Secured Claims) to agree to accept (or to timely accept after previously agreeing to accept) any or all of such Holder’s Collateral in accordance with the provisions and conditions of and by the applicable deadlines set forth in Sections 5.1(a) (with respect to Bank of America), 5.1(e) (with respect to Guaranty Bank), or 5.1(f) (with respect to IndyMac (in the event that the Bankruptcy Court does not approve the IndyMac Settlement)).

“**Released KPN Claims**” means the KPN Actions and any and all claims and causes of action waived, released, or otherwise resolved pursuant to the KPN Settlement Agreement, including, but not limited to, all causes of action and Avoidance Actions that the Debtors may own or possess under section 547 of the Bankruptcy Code against Trade Creditors.

“Released Lender” means any Prepetition Lender that, on or before seven (7) days prior to the Voting Deadline, provides the Debtors, in writing and to an extent that is satisfactory to the Debtors, a granting of the General Unsecured Claims Subordination Rights to the Holders of General Unsecured Claims who are not Prepetition Lenders.— [Comerica](#), RFC and IndyMac (solely to the extent that the IndyMac Settlement described in Section 14.3 of this Plan is approved) shall be Released Lenders.

“Released Party” means, collectively, pursuant to section 1123(b)(3) of the Bankruptcy Code, effective as of the Effective Date: (i) any current or former officers of each of the Debtors, any directors of each of the Debtors, and any employees of each of the Debtors serving as such as of the Petition Dates, (ii) the KPN Entities, (iii) the Creditors’ Committee and all members of the Creditors’ Committee in their representative capacity, (iv) the Professionals, (v) the Released Lenders, (vi) the RFC-Related Entities, (vii) Trade Creditors (but solely with respect to all Causes of Action and Avoidance Actions that the Debtors may own or possess under section 547 of the Bankruptcy Code), and (viii) with respect to the Persons listed in the foregoing (i) through (vii), such Persons’ present and former attorneys, shareholders, employees, consultants, advisors, members, officers, directors, parents, subsidiaries, predecessors, successors, affiliates, professionals and agents. For the avoidance of doubt, and not withstanding anything to the contrary herein, the following persons shall not be a Released Party and shall not be released pursuant to any provisions in this Plan: (a) Gary A. Tadian, individually or in any other capacity, (b) the Tadian Entities, (c) IHP Investment Fund V, L.P., IHP Investment Partnership V, L.P., IHP Capital Partners, L.P., and IHP Investment Fund III, L.P., solely with respect to the Membership Interest Purchase and Redemption Agreement dated October 26, 2004, by and among Tadian Holdings, LLC and IHP Investment Fund V, L.P., as “Sellers,” and Neumann Homes, Inc., as “Purchaser,” and Tadian Homes, LLC, as “Company” (the “MIPRA”), and any other IHP-related entity with any connection to the MIPRA or the Debtors’ acquisition of property from the Tadian Entities, (d) any seller under MIPRA, or (e) any of the past or present attorneys, shareholders, consultants, members, officers, directors, parents, subsidiaries, predecessors, successors, affiliates, assigns, professionals and agents of any of the persons or entities listed in sections (a)-(d) herein with respect to matters relating to the Debtors’ acquisition of property from the Tadian Entities and/or the MIPRA; provided, that, however, notwithstanding anything to the contrary herein, upon the execution of the KPN Settlement Agreement, IHP Investment Fund III, L.P. shall be released in full with prejudice from the Debtors’ claims in the IHP Adversary. For the avoidance of doubt, the parties listed in the foregoing (a) – (e) shall not include any of the KPN Entities.

“Released Property” means [any portion of, or all of, the Bank of America Collateral, Guaranty Bank Collateral or IndyMac Collateral in which a Release Event has occurred, and the Comerica Released Property.](#)

“Retained Proceeds” shall have the meaning ascribed to such term in [Section 16.17\(f\) of this Plan.](#)

“RFC” means Residential Funding Company, LLC or its successors and assigns.

“**RFC Credit Facilities**” mean the prepetition credit facilities between certain of the Debtors and Residential Funding Company, LLC (and its successors and assigns), including, but not limited to, the RFC Loan Agreements.

“**RFC Loan Agreements**” mean (i) that certain Loan Agreement, dated January 15, 2003, by and between Neumann Homes, Neumann Homes of Colorado, Neumann Homes of Wisconsin and Residential Funding Company, LLC in the aggregate principal amount of \$60,000,000, and related documents, all as amended and restated from time to time; and (ii) that certain Loan Agreement, dated January 3, 2005, by and between Neumann Homes and RFC in the aggregate principal amount of \$75,000,000, and related documents, all as amended and restated from time to time.

“**RFC-Related Entities**” mean entities related to RFC, including, among others, GMAC Model Home Finance LLC (as successor-in-interest to GMAC Model Home Finance, Inc.), CMH Holdings LLC, RFC Construction Funding, LLC, RFC Construction Funding Corp., Residential Funding Corporation, and DOA Properties II, LLC, together with their respective subsidiaries and affiliates.

“**RFC Sale Order**” means the Order Pursuant to 11 U.S.C. §§ 105(a), 363, 365 and 506(a) and Fed. R. Bankr. P. 2002, 6004, and 6006 Authorizing the Debtors to Sell to Residential Funding Company, LLC or its Designee: (A) the Remainder of the Debtors’ Real and Personal Property and Other Assets Subject to RFC’s Liens and Security Interests Related to their Developments at (1) Chatham Grove (Aurora, IL), (2) the Glen at Lakemoor Farms (Lakemoor, IL), (3) Mountain Shadows (Firestone, CO), (4) Neufairfiled (Joliet, IL), (5) Serenity Ridge (Aurora, CO), and (6) Geneva Meadows (Kenosha, WI), Subject to All Existing Valid Non-Avoidable Liens on Such Property, and (B) the Right to Designate to Whom Contracts and Agreements Relating to Such Property May Later be Assigned (Subject to Subsequent Order of the Court) entered on March 20, 2008 [Docket No. 678].

“**RFC Secured Claims**” mean any Secured Claim on account of the RFC Credit Facilities and any DIP Facility Claim held by RFC.

“**Scheduled**” means, with respect to any Claim, the status and amount, if any, of such Claim as set forth in the Schedules.

“**Schedules**” means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors on December 18, 2007, as such schedules have been or may be further modified, amended or supplemented in accordance with Fed. R. Bankr. P. 1009 or Orders of the Bankruptcy Court.

“**Secured Claim**” means a Claim that is secured by a Lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim 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.

“**Solicitation Order**” means the order entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan.

“**Special Service Area Taxes**” shall have the meaning ascribed to such term in Section 16.17(a)(iv) of this Plan.

“**SSA-1 Bonds**” means the Village of Antioch, Lake County, Illinois Special Service Area Number One Special Tax Bonds, Series 2003 (Deercrest Project) in the original amount of \$10,685,000.

“**SSA-1 Indenture Trustee**” means the Trustee under the SSA-1 Trust Indenture dated April 1, 2003 relating to the SSA-1 Bonds.

“**SSA-19 Bonds**” means the Village of Gilberts, Kane County, Illinois Special Service Area Number Nineteen Special Tax Bonds, Series 2006-1 (The Conservancy Project) in the original principal amount of \$15,000,000.

“**SSA-19 Indenture**” means that certain Trust Indenture, dated December 1, 2006, under which the SSA-19 Bonds were issued.

“**SSA 19 Indenture Trustee**” means Wells Fargo Bank, N.A., in its capacity as Trustee under the SSA-19 Indenture.

“**Subject Property**” shall have the meaning ascribed to such term in Section 16.18(a) of this Plan.

“**Subordinated Claims**” mean any Claim subordinated pursuant to section 510 of the Bankruptcy Code, or otherwise, but excluding Subordinated Recoveries of the Released Lenders.

“**Subordinated Recoveries**” mean that portion of the recoveries otherwise payable to a Released Lender as the Holder of an Allowed General Unsecured Claim which is equal to the Pro Rata recovery that such Released Lender would otherwise be entitled to receive as a Holder of an Allowed General Unsecured Claim under section 5.2(a) of this Plan times a fraction, the numerator of which is equal to the aggregate amount of all Released Lenders Allowed General Unsecured Claims and the denominator of which is equal to the aggregate amount of all Allowed General Unsecured Claims held by the Prepetition Lenders.

“**Subordination Redistribution Threshold**” means the amount of distributions required under Section 5.2(a) (after giving effect to the redistribution of the Subordinated Recoveries from the Released Lenders to the Holders of Allowed General Unsecured Claims who are not Prepetition Lenders) to enable the recoveries to Holders of Allowed General Unsecured Claims who are not Prepetition Lenders to equal 5%.

“**Subsequent Distribution**” means any distribution after the Initial Distribution.

“**Subsequent Distribution Date**” means the date upon which the Debtors determine, in accordance with this Plan, to conduct a Subsequent Distribution.

“**Substantial Contribution Claim**” shall have the meaning ascribed to such term in Section 11.1(b) of this Plan.

“**Substantive Consolidation Order**” means the order, which may be the Confirmation Order, substantively consolidating the Chapter 11 Cases and the Estates, as provided in Article VII of this Plan.

“**Supplemental DIP Credit Agreements**” mean the supplemental debtor-in-possession financing agreements approved by the DIP Facility Orders.

“**Supplemental Distribution Account**” means, collectively, (a) the Cash remaining in the applicable Disputed Claim Reserve, if any, to the extent that a Disputed Claim is Disallowed or is Allowed in an amount less than the amount reserved for such Disputed Claim, (b) the portion of the Net Proceeds from any and all sales or other dispositions of the Debtors’ non-Cash assets occurring subsequent to the Initial Distribution Date that the Debtors determine to constitute Net Available Cash (with the remaining portion of the Net Proceeds being deposited into the Cash Reserves by the Debtors), and (c) any remaining Cash Reserves after all obligations for which such reserves were established are satisfied and the Chapter 11 Cases are closed.

“**Subsequent Petition Date**” means November 15, 2007 with respect to Neumann Homes of Michigan, NHI Sky Ranch, LLC, and Sky Ranch, LLC.

“**Substantial Contribution Claim**” has the meaning ascribed to such term in Section 11.1(b) of this Plan.

“**Tadian Entities**” mean all entities formerly or presently owned or affiliated with Gary A. Tadian, including but not limited to the Gary A. Tadian Revocable Trust, Tadian Holdings, LLC, and NRD Investments LLC

“**Trade Creditors**” mean any business or other entity that has provided the Debtors with certain services, craftsmanship, materials, goods or other related work but excluding Villages, municipalities, utilities, and financial institutions each of which is listed on Exhibit A to this Plan.

“**Turnover Rights**” shall have the meaning ascribed to such term in Section 7.8 of the Plan.

“**UHY**” means UHY Advisors, FLVS, including Paul J. Andrews in his capacity as the Debtors’ Chief Restructuring Officer.

“**Unimpaired Claim**” means a Claim that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

[“Village of Gilberts” means the Village of Gilberts, Illinois, an Illinois municipal corporation.](#)

“Voluntary Petition” means the voluntary petitions for reorganization relief under chapter 11 of the Bankruptcy Code filed by Neumann Homes, Inc. and the Affiliate Debtors on the Petition Dates, in the Bankruptcy Court.

“Voting Agent” means Epiq Bankruptcy Solutions, LLC, or such other entity designated by the Debtors.

“Voting Deadline” means January 19, 2010 at 5:00 p.m. (Central Time), as the last day and time for submitting Ballots to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code as specified in the Solicitation Order.

“Voting Record Date” means the date and time established by the Bankruptcy Court in the Solicitation Order for determining those Holders of Claims against the Debtors entitled to vote on the Plan.

“Wonder Lake Lift Stay Order” means the Stipulation and Agreed Order Regarding Village of Wonder Lake’s Supplemental Motion for Relief from Stay [Docket No. 1105].

1.2 Rules of Interpretation.

For purposes of this Plan, unless otherwise provided herein: (a) whenever it appears appropriate for the context, each term stated in the singular or the plural includes the singular and the plural, and each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and neuter; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified or supplemented pursuant to and in accordance with the limitations provided in this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity’s successors and assigns; (e) all references in this Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to this Plan; (f) the words “herein,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, Certificates of Incorporation, By-laws, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply.

1.3 Computation of Time.

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

1.4 Exhibits.

All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court on or before the Exhibit Filing Date.

ARTICLE II

ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

2.1 Administrative Claims. Subject to the provisions of Article XI of this Plan, on, or as soon as reasonably practicable after, the later of (a) the Effective Date, or (b) the date on which an Administrative Claim becomes an Allowed Administrative Claim, each Holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, ~~and release~~ and discharge of, and in exchange for, such Allowed Administrative Claim, (i) Cash equal to the unpaid portion of such Allowed Administrative Claim or (ii) such other less favorable treatment to the Holders of an Allowed Administrative Claim as to which the Debtors and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; provided, however, that Allowed Administrative Claims against a Debtor with respect to liabilities incurred in the ordinary course of business during the Chapter 11 Cases may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto at the discretion of the Debtors. With respect to Deferred Professional Fees, unless waived by the respective Professional, such Professional shall receive the Deferred Professional Liquidation Trust Distributions pursuant to Section 13.5 herein until any unpaid fees with respect to such Professional are paid in full. In addition, any Holder of an Allowed Administrative Claim receiving treatment under clause (ii) directly above, shall receive payment over time from the Liquidation Trust Plan Distribution Property.

2.2 Priority Tax Claims. On, or as soon as reasonably practicable after, the later of (a) the Effective Date, or (b) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim against a Debtor shall receive in full satisfaction, settlement, ~~and release~~ and discharge of, and in exchange for, such Allowed Priority Tax Claim, (i) Cash of a total value, as of the Effective Date, equal to the amount of such Allowed Priority Tax Claim, (ii) such other less favorable treatment to the Holders of an Allowed Priority Tax Claim as to which the Debtors and the Holder of such Allowed Priority Tax Claims shall have agreed upon in writing, or (iii) at the option of the Debtors or Liquidation Trust Administrator, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of not more than five years after the Petition Dates, pursuant totaling the principal amount of such Priority Tax Claim plus simple interest on any outstanding balance from the Effective Date calculated at the interest rate required under applicable non-bankruptcy law, and in a manner not less favorable than the most favored non-priority unsecured claim provided for by this Plan (other than cash payments made to a Class of creditors under section 1122(b)).

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in each of the Debtors. 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 have not been classified and their treatment is set forth in Article II above.

This Plan constitutes a single plan for all Debtors. 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 voting on, and 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.

3.1 Classification of Claims Against and Interests in the Debtors.

(a) **Class 1:** Class 1 consists of all Secured Claims that may exist against the Debtors.

(i) **Class 1-A (Bank of America Secured Claims):** Class 1-A consists of all Bank of America Secured Claims that may exist against the Debtors.

(ii) **Class 1-B (Cole Taylor Secured Claims):** Class 1-B consists of all Cole Taylor Secured Claims that may exist against the Debtors.

(iii) **Class 1-C (Comerica Secured Claims):** Class 1-C consists of all Comerica Secured Claims that may exist against the Debtors.

(iv) **Class 1-D (First Midwest Secured Claims):** Class 1-D consists of all First Midwest Secured Claims that may exist against the Debtors.

(v) **Class 1-E (Guaranty Bank Secured Claims):** Class 1-E consists of all Guaranty Bank Secured Claims that may exist against the Debtors.

(vi) **Class 1-F (IndyMac Secured Claims):** Class 1-F consists of all IndyMac Secured Claims that may exist against the Debtors.

(vii) **Class 1-G (RBC Secured Claims):** Class 1-G consists of all RBC Secured Claims that may exist against the Debtors.

(viii) **Class 1-H (RFC Secured Claims):** Class 1-H consists of all RFC Secured Claims that may exist against the Debtors.

(b) **Class 2 (Other Secured Claims):** Class 2 consists of all Other Secured Claims.

(c) **Class 3 (Non-Tax Priority Claims):** Class 3 consists of all Non-Tax Priority Claims.

(d) **Class 4 (General Unsecured Claims):** Class 4 consists of all General Unsecured Claims.

(e) **Class 5 (Old Equity Interests, Affiliate Interests, Subordinated Claims):** Class 5 consists of all Old Equity Interests, Affiliate Interests and any Subordinated Claims.

ARTICLE IV

IDENTIFICATION OF CLASSES OF CLAIMS AND INTERESTS IMPAIRED AND NOT IMPAIRED BY THE PLAN

4.1 Unimpaired Classes of Claims. The Classes listed below are Unimpaired by this Plan:

Class 1-A	(Bank of America Secured Claims)
Class 1-B	(Cole Taylor Secured Claims)
Class 1-C	(Comerica Secured Claims)
Class 1-D	(First Midwest Secured Claims)
Class 1-E	(Guaranty Bank Secured Claims)
Class 1-F	(IndyMac Secured Claims)
Class 1-G	(RBC Secured Claims)
Class 1-H	(RFC Secured Claims)
Class 2	(Other Secured Claims)
Class 3	(Non-Tax Priority Claims)

4.2 Impaired Classes of Claims and Interests. The Classes listed below are Impaired by this Plan:

Class 4	(General Unsecured Claims)
Class 5	(Old Equity Interests, Affiliate Interests, and Subordinated Claims)

ARTICLE V

PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS

5.1 Unimpaired Classes of Claims Against the Debtors.

(a) **Class 1-A (Bank of America Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-A Claims against the Debtors, if any, are unaltered by this Plan. ~~On~~Except with respect to the Plans of Debtors NHI Sky Ranch, LLC and Sky Ranch, LLC, on, or as soon as reasonably practicable after, the later of (i) the Effective Date, ~~or~~ (ii) the date on which such Class 1-A Claim becomes an Allowed Class 1-A Claim, (iii) that date that is forty five (45) days after the earlier of the following (the first of the following dates to occur, the "Bank of America Notice Date"): (A) the date on which Debtor Neumann Homes or the Liquidation Trust Administrator provides written notice to Bank of America that (1) it reasonably anticipates seeking to close the Chapter 11 Case of Neumann Homes (without regard to the Bank of America Collateral) within 120 days, or (2) the Holder of an Allowed Administrative Claim or Allowed Priority Tax Claim also has a Lien or security interest in certain Bank of America Collateral with respect to such Claim(s) and that could be satisfied or discharged by transferring such Bank of America Collateral to either Bank of America or the holder of such Allowed Administrative Claim or Allowed Priority Tax Claim; provided that a Bank of America Notice Date shall not have occurred if Bank of America pays or otherwise satisfies such Allowed Administrative Claim or Allowed Priority Tax Claim within thirty (30) days after the date of the notice described in this clause (iii)(A)(2); (B) the date on which the Liquidation Trust Administrator receives a written request from Bank of America to transfer the Bank of America Collateral to Bank of America or its designee; or (C) the date, if any, on which the Bankruptcy Court determines that Bank of America or a receiver it has appointed has failed to materially comply with the obligations in the Bank of America Lift Stay Order to pay monetary obligations with respect to the Bank of America Collateral; each Allowed Class 1-A Claim shall be satisfied, in full settlement, and release ~~and discharge of~~ and in exchange for, such Allowed Class 1-A Claim, by the transfer of any Bank of America Collateral remaining in the Debtors' Estates to the Class 1-A Claimholder, subject to all valid and enforceable Claims, including, but not limited to, all Liens senior to the Bank of America Secured Claims (except for the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to the Bank of America Collateral which have been waived pursuant to the Bank of America Lift Stay Orders); provided that, such Class 1-A Claimholder agrees in a writing received by the Liquidation Trust Administrator not later than thirty (30) days after the Bank of America Notice Date to accept the Bank of America Collateral pursuant to transfer documentation (substantially in the form of the limited warranty deed attached to this Plan as Exhibit D) reasonably satisfactory to the Debtors.

With respect to the Plans of Debtors NHI Sky Ranch, LLC and Sky Ranch, LLC only, on, or as soon as reasonably practicable after, the later of (i) the Effective Date, or (ii) the date on which such Class 1-A Claim becomes an Allowed Class 1-A Claim, each Allowed Class 1-A Claim shall be satisfied, in full settlement and release of, and in exchange for, such Allowed Class 1-A Claim, by the transfer of any Bank of America Collateral remaining in the Debtors' Estates to the Class 1-A Claimholder, subject to all valid and enforceable Claims, including, but

not limited to, all Liens senior to the Bank of America Secured Claims (except for the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to the Bank of America Collateral which have been waived pursuant to the Bank of America Lift Stay Orders); provided that, such Class 1-A Claimholder agrees in writing to the Debtors prior to the Confirmation Hearing to accept the Bank of America Collateral pursuant to transfer documentation (substantially in the form of the limited warranty deed attached to this Plan as Exhibit D) reasonably satisfactory to the Debtors. In the event that the Class 1-A Claimholder accepts any or all of the Bank of America Collateral, the amount of the Bank of America Secured Claims with respect to such Bank of America Collateral shall be equal to the value of such Bank of America Collateral, as determined pursuant to Section 7.2 herein, and the difference between the value of such Bank of America Collateral and the Face Amount of Bank of the America Secured Claims, except to the extent previously waived or reduced pursuant to Bankruptcy Court order, shall become a Deficiency Claim entitled to treatment as a Class 4 General Unsecured Claim.—

In the event that the Class 1-A Claimholder ~~does not accept~~ accepts any or all of the Bank of America Collateral ~~on terms and conditions reasonably satisfactory to~~ the Debtors (with respect to a particular Prepetition Lender, a “Discharge Event”), transfer of such Bank of America Collateral shall, solely for purposes of this Plan, be deemed ~~Discharged~~ to have occurred immediately prior to the Effective Date notwithstanding the actual date of such transfer; the amount of the Bank of America Secured Claims with respect to such Bank of America Collateral shall be equal to the value of such Bank of America Collateral, as determined pursuant to Section 7.2 herein; and the difference between the value of such Bank of America Collateral and the Face Amount of Bank of the America Secured Claims, except to the extent previously waived or reduced pursuant to Bankruptcy Court order, shall become a Deficiency Claim entitled to treatment as a Class 4 General Unsecured Claim. Upon the occurrence of a Release Event with respect to the Bank of America Collateral, such Bank of America Collateral shall be deemed Released Property, Bank of America shall be deemed to have released— and waived and discharged the Bank of America Secured Claims arising with respect to such ~~Discharged~~ Released Property, and the Debtors will retain the rights to the ~~Discharged~~ Released Property, free and clear of all Bank of America Secured Claims, but subject to all Liens senior to the Bank of America Secured Claims (except for the Debtors' rights pursuant to 11 U.S.C. § 506(c) which have been waived pursuant to the Bank of America Lift Stay Orders) with respect to such property. Upon such ~~Discharge~~ Release Event, at the Debtors' discretion, the ~~Discharged~~ Released Property or any designation rights with respect thereto, may be transferred to the Liquidation Trust, free and clear of all Bank of America Secured Claims, but subject to all valid Liens senior to the Bank of America Secured Claims (except for the Debtors' rights pursuant to 11 U.S.C. § 506(c) which have been waived pursuant to the Bank of America Lift Stay Orders) with respect to such property. In the event that title to any of the Bank of America Collateral is acquired prior to the Effective Date by foreclosure such that the Debtors no longer hold title to such Collateral on the Effective Date, the Debtors' Redemption Rights in or with respect to such property shall be transferred on the Effective Date to the Liquidation Trust and nothing in this Plan shall extend, limit, alter or affect such Redemption Rights other than is necessary to effectuate such transfer.

(b) **Class 1-B (Cole Taylor Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-B Claims against the Debtors, if any,

are unaltered by this Plan. All Allowed Cole Taylor Secured Claims have been satisfied pursuant to the Pushback Order and the Cole Taylor Sale Order. The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.11~~12~~ herein.

(c) **Class 1-C (Comerica Secured Claims).** ~~The legal, equitable and contractual rights of the Holders of~~ There are no Allowed Class 1-C Claims. All of Comerica's Claims against the Debtors, ~~if including but not limited to any,~~ are unaltered by this Plan. ~~All Allowed~~ Claims that could have been Comerica Secured Claims ~~have been,~~ were fully satisfied pursuant to the Pushback Order, the Comerica Sale Order and the Comerica Lift Stay Order. ~~The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.11 herein.~~ Comerica has advised the Debtors that the Debtors' only remaining rights in the Comerica Collateral are rights of redemption (the "during the Chapter 11 Cases and prior to the Effective Date. Accordingly, Comerica ceased to hold any Claims against or be a creditor of the Debtors prior to the Effective Date. (The foregoing does not alter or affect Comerica's rights to receive proceeds from any redemption of foreclosed mortgages). With respect to any Comerica Collateral that is not subject to the Pushback Order or the Comerica Sale Order, Comerica has prior to the Effective Date either (i) filed with the appropriate recorders documents discharging mortgages granted pursuant the Comerica Loan Agreement and releasing and discharging its Liens in such property (the "Comerica Released Property"), or (b) taken equitable title to such property through sheriff's deeds obtained through foreclosure sales in which Comerica collectively bid all of its remaining Claims against the Debtors (the "Comerica Foreclosed Property"). No property retained by the Debtors as of the Effective Date is or shall be deemed to be Comerica Collateral. On the Effective Date, the Debtors' Redemption Rights"). ~~Nothing contained herein shall affect the Debtors' Redemption Rights, which such rights~~ with respect to the Comerica Foreclosed Property shall be transferred to the Liquidation Trust and nothing in this Plan shall extend, limit, alter or affect such Redemption Rights other than is necessary to effectuate such transfer. The Comerica Released Property is Released Property and on the Effective Date the Comerica Released Property or any designation rights with respect thereto, may be transferred to the Liquidation Trust subject to all valid Liens. Subject to the Debtors' receipt of \$5,000.00 in Cash from Comerica prior to the Effective Date which shall be in full settlement, satisfaction and release of the Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, and based upon Comerica's prior release, waiver, satisfaction and/or discharge of its Claims against the Debtors as set above in this section, Comerica shall be a Released Party.

(d) **Class 1-D (First Midwest Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-D Claims against the Debtors, if any, are unaltered by this Plan. The Debtors believe that all Allowed First Midwest Secured Claims have been satisfied pursuant to the Pushback Order and the First Midwest Sale Order. The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.11~~12~~ herein.

(e) **Class 1-E (Guaranty Bank Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-E Claims against the Debtors, if any, are unaltered by this Plan. The Debtors believe that all of the Allowed Guaranty Bank

Secured Claims (except for the Allowed Guaranty Bank Secured Claims on account of the Guaranty Collateral at issue in the Guaranty Bank Lift Stay Orders) have been satisfied pursuant to the Pushback Order and the Guaranty Bank Sale Order. With respect to the Guaranty Bank Secured Claims on account of the Guaranty Bank Collateral at issue in the Guaranty Bank Lift Stay Orders, on, or as soon as reasonably practicable after, the later of (i) February 26, 2010, (ii) the Effective Date, or (iii) the date on which such Class 1-E Claim becomes an Allowed Class 1-E Claim, each Allowed Class 1-E Claim shall be satisfied, in full settlement, ~~and~~ release and discharge of, and in exchange for, such Allowed Class 1-E Claim, by the transfer of the Guaranty Bank Collateral remaining in the Debtors' Estates to the Class 1-E Claimholder, subject to all valid and enforceable Claims, including, but not limited to, all Liens senior to the Guaranty Bank Secured Claims, as well as the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to the Guaranty Bank Collateral; provided that, such Class 1-E Claimholder agrees in writing ~~to received by~~ the Debtors on or prior to ~~the Confirmation Hearing~~ February 19, 2010, to accept the Guaranty Bank Collateral pursuant to transfer documentation (substantially in the form of the limited warranty deed attached to this Plan as Exhibit D) reasonably satisfactory to the Debtors. In the event that the Class 1-E Claimholder accepts any or all of the Guaranty Bank Collateral, the transfer of such Guaranty Bank Collateral shall, solely for purposes of this Plan, be deemed to have occurred immediately prior to the Effective Date notwithstanding the actual date of such transfer; the amount of the Guaranty Bank Secured Claims with respect to such Guaranty Bank Collateral shall be equal to the value of such Guaranty Bank Collateral, as determined pursuant to Section 7.2 herein; and the difference between the value of such Guaranty Bank Collateral and the Face Amount of the Guaranty Bank Secured Claims, except to the extent previously waived or reduced pursuant to Bankruptcy Court order, shall become a Deficiency Claim entitled to treatment as a Class 4 General Unsecured Claim. Upon the occurrence of a DischargeRelease Event ~~(defined in Section 5.1(a) above)~~ with respect to the Guaranty Bank Collateral, such Guaranty Bank Collateral shall be deemed DischargedReleased Property, Guaranty Bank shall be deemed to have released, ~~and~~ waived ~~and discharged~~ the Guaranty Bank Secured Claims arising with respect to such DischargedReleased Property, and the Debtors will retain the rights to the DischargedReleased Property, free and clear of all Guaranty Bank Secured Claims, but subject to all Liens senior to the Guaranty Bank Secured Claims and the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to such property. Upon such DischargeRelease Event, at the Debtors' discretion, the DischargedReleased Property or any designation rights with respect thereto, may be transferred to the Liquidation Trust, free and clear of all Guaranty Bank Secured Claims, but subject to all valid Liens senior to the Guaranty Bank Secured Claims and the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to such property. The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.11~~12~~ herein. In the event that title to any of the Guaranty Bank Collateral is acquired prior to the Effective Date by foreclosure such that the Debtors no longer hold title to such Collateral on the Effective Date, the Debtors' remaining rights and interests, in such property, including but not limited to Redemption Rights, shall be transferred on the Effective Date to the Liquidation Trust and nothing in this Plan shall extend, limit, alter or affect such Redemption Rights other than is necessary to effectuate such transfer.

(f) **Class 1-F (IndyMac Secured Claims).** ~~Subject to the modifications by the IndyMac Settlement described in Section 14.3 herein, and if the Bankruptcy~~

~~Court does not approve the IndyMac Settlement, then the~~The legal, equitable and contractual rights of the Holders of Allowed Class 1-F Claims against the Debtors, if any, are unaltered by this Plan. A portion of the Allowed IndyMac Secured Claims have been satisfied pursuant to the Pushback Order. ~~On~~If the Bankruptcy Court does not approve the IndyMac Settlement described in Section 14.3 herein, then the provisions of this Section 5.1(f) shall apply (otherwise the provisions of Section 14.3 of this Plan shall apply), and on, or as soon as reasonably practicable after, the later of (i) the Effective Date, ~~or~~(ii) the date on which such Class 1-F Claim becomes an Allowed Class 1-F Claim, or (iii) forty five (45) days after the Confirmation Date, each Allowed Class 1-F Claim shall be satisfied, in full satisfaction, settlement,~~— and~~ release~~and discharge~~ of, and in exchange for, such Allowed Class 1-F Claim, by the transfer of any IndyMac Collateral remaining in the Debtors' Estates to the Class 1-F Claimholder (or its designee), subject to all valid and enforceable Claims, including, but not limited to, all Liens senior to the IndyMac Secured Claims, as well as the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to the IndyMac Collateral; provided that, such Class 1-F Claimholder agrees in writing to the Debtors ~~prior to~~within thirty (30) days after the Confirmation ~~Hearing~~Date to accept the IndyMac Collateral pursuant to transfer documentation (substantially in the form of the limited warranty deed attached to this Plan as Exhibit D) and other documents reasonably satisfactory to the Debtors. ~~In the event that the Class 1-F Claimholder accepts any or all of the~~Upon the occurrence of a Release Event with respect to the IndyMac Collateral, such IndyMac Collateral,~~the amount of the IndyMac Secured Claims with respect to such IndyMac Collateral shall be equal to the value of such IndyMac Collateral, as determined pursuant to Section 7.2 herein, and the difference between the value of such IndyMac Collateral and the Face Amount of the IndyMac Secured Claims, except to the extent previously waived or reduced pursuant to Bankruptcy Court order, shall become a Deficiency Claim entitled to treatment as a Class 4 General Unsecured Claim. Upon the occurrence of a Discharge Event (defined in Section 5.1(a) above), such IndyMac Collateral~~ shall be deemed ~~Discharged~~Released Property, IndyMac shall be deemed to have released,~~— and~~ waived~~and discharged~~ the IndyMac Secured Claims arising with respect to such ~~Discharged~~Released Property, and the Debtors will retain the rights to the ~~Discharged~~Released Property, free and clear of all IndyMac Secured Claims, but subject to all Liens senior to the IndyMac Secured Claims and the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to such property. Upon such ~~Discharge~~Release Event, at the Debtors' discretion, the ~~Discharged~~Released Property or any designation rights with respect thereto, may be transferred to the Liquidation Trust, free and clear of all IndyMac Secured Claims, but subject to all valid Liens senior to the IndyMac Secured Claims and the Debtors' rights pursuant to 11 U.S.C. § 506(c) with respect to such property. The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.~~4~~12 herein. IndyMac shall have an Allowed Deficiency Claim in the amount of \$30 million irrespective of its acceptance of any the IndyMac Collateral or the occurrence of a Release Event with respect to some or all of the IndyMac Collateral. The disputes between the Debtors and IndyMac regarding whether the ComEd Sale Proceeds and/or the Farm Lease Proceeds are IndyMac Collateral (and in the event of a Release Event, whether the ComEd Sale Proceeds or the Farm Lease Proceeds are Released Property) shall be resolved consensually by the parties or pursuant to an order of the Bankruptcy Court or such other court of competent jurisdiction agreed upon by the Debtors and IndyMac regardless of the occurrence of a Release Event. Notwithstanding anything in this Section 5.1(f) to the contrary, if the IndyMac Settlement is approved, then the terms of Section 14.3 of the Plan shall control and this

Section 5.1(f) (other than this sentence) shall be of no force or effect, provided that, if IndyMac fails to consummate the IndyMac Settlement through no fault of the Debtors, then the Debtors and IndyMac reserve all of their rights and remedies, including but not limited to the Debtors' right to seek, and IndyMac's right to contest, Bankruptcy Court relief consistent with this Section 5.1(f).

(g) **Class 1-G (RBC Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-G Claims against the Debtors, if any, are unaltered by this Plan. All Allowed RBC Secured Claims have been satisfied pursuant to the Pushback Order and the RBC Sale Order. The Debtors' rights pursuant to 11 U.S.C. § 506(c), if any, shall be satisfied in accordance with the procedures described more fully in Section 7.~~H~~12 herein.

(h) **Class 1-H (RFC Secured Claims).** The legal, equitable and contractual rights of the Holders of Allowed Class 1-G Claims against the Debtors, if any, are unaltered by this Plan. All Allowed RFC Secured Claims have been satisfied pursuant to the Pushback Order and the RFC Sale Order. In addition, RFC is a Holder of an Allowed Class 4 Claim in the amount of \$82,073,664.50, which amount includes RFC's Deficiency Claim(s) under the RFC Credit Facilities.

(i) **Class 2 (Other Secured Claims).** The legal and equitable rights of the Holders of Class 2 Claims against the Debtors are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) the Effective Date, or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, the Debtors shall, in full satisfaction, settlement,~~— and~~ release,~~and discharge~~ of and in exchange for such Other Secured Claim, (x) reinstate such Other Secured Claim in accordance with the provisions of subsection 1124 of the Bankruptcy Code~~—or~~, (y) provide such other treatment as to which the Debtors and such Claimholder shall have agreed in writing or (z) with respect to an Other Secured Claim which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8), but for the secured status of that claim, the Holder of such claim may receive on account of that claim, cash payments, in the manner provided in Section 1129(a)(9)(D); provided, however, that any Class 2 Claim not due and owing on the Effective Date will be satisfied in accordance with this section when such Claim becomes due and owing. Any default with respect to any Allowed Class 2 Claim that existed immediately prior to the Petition Dates will be deemed cured on the Effective Date.

(j) **Class 3 (Non-Tax Priority Claims).** The legal and equitable rights of the Holders of Class 3 Claims against the Debtors are unaltered by this Plan. On, or as soon as reasonably practicable after, the later of (i) the Effective Date, or (ii) the date on which such Class ~~3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim~~ becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive, in full satisfaction, settlement, and release~~and discharge~~ of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors, (x) Cash equal to the amount of such Allowed Class 3 Claim or (y) such other less favorable treatment that will not impair the Holder of such Allowed Class 3 Claim pursuant to section 1124 of the Bankruptcy Code; provided, however, that any Class 3 Claim not due and owing on the Effective Date will be paid in

accordance with this section when such Claim becomes due and owing. Any default with respect to any Allowed Class 3 Claim that existed immediately prior to the Petition Dates will be deemed cured on the Effective Date.

5.2 Impaired Classes of Claims Against and Interests in the Debtors.

(a) **Class 4 (General Unsecured Claims).** On the Initial Distribution Date, or as soon thereafter as is reasonably practicable, and on each Subsequent Distribution Date, subject to Section 13.5 herein, the Disbursing Agent shall receive, on behalf of each and every Holder of an Allowed Class 4 Claim against the Debtors, ~~in full satisfaction, settlement, release and discharge of, and in exchange for, each and every Class 4 Claim against the Debtors,~~ each such Holder's Pro Rata share of the Liquidation Trust Plan Distribution Property (other than the Deferred Professional Fees Liquidation Trust Distribution and additional distributions, if any, to satisfy any other unpaid Allowed Administrative Claims), which the Disbursing Agent will distribute Pro Rata to or for the benefit of Holders of Allowed Class 4 Claims; ~~provided, however,~~ that the distributions described in this section shall be subject to the preliminary injunction set forth in Section 14.1 herein and the General Unsecured Claims Subordination Rights described in Section 14.2 herein.

(b) **Class 5 (Old Equity Interests, Affiliate Interests and Subordinated Claims).** On the Effective Date, the Old Equity and Affiliate Interests will be cancelled and neither the Holders of Old Equity, Affiliate Interests, nor the Holders of Subordinated Claims shall receive or retain any distribution on account of such Old Equity Interests, Affiliate Interests or Subordinated Claims.

5.3 Termination of Obligations with Respect to ~~Discharged~~Released Property. ~~Effective~~Subject to Section 14.9 of the Plan, effective immediately upon a ~~Discharge~~Release Event with respect to certain property, the Debtors, their officers, directors, employees, advisors, representatives, Professionals or agents, and all of all such parties' successors and assigns, as well as the Liquidation Trust Administrator (except as otherwise provided in this Plan or in the Liquidation Trust Agreement), shall have no further obligation, duty or responsibility to care for, construct, complete, maintain, ~~care for,~~ or preserve in any way, or take any further action whatsoever with respect to, the ~~Discharged~~property that is Released Property: as a result of such Release Event.

5.4 Special Provision Regarding Unimpaired Claims. Except as otherwise provided in this Plan, nothing shall affect the Debtors' rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

ARTICLE VI

ACCEPTANCE OR REJECTION OF THE PLAN

6.1 Classes Entitled to Vote. Subject to Sections 6.3 and 6.4 of this Plan, Claim Holders in Impaired Classes of Claims are entitled to vote as a class to accept or reject this Plan.

6.2 Acceptance by Impaired Classes. In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan. In accordance with section 1126(d) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Interests entitled to vote shall have accepted this Plan if this Plan is accepted by Holders of at least two-thirds (2/3) in amount of the Allowed Interests in such Class that have timely and properly voted to accept or reject this Plan.

6.3 Presumed Acceptances by Unimpaired Classes. Classes 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, 1-H, 2, and 3 are Unimpaired by this Plan. Under section 1126(f) of the Bankruptcy Code, such Claim Holders are conclusively presumed to accept this Plan, and the votes of such Claim Holders will not be solicited.

6.4 Classes Deemed to Reject Plan. Class 5 is not entitled to receive or retain any property under this Plan. Under section 1126(g) of the Bankruptcy Code, Holders of Claims and Interests in this Class are deemed to reject this Plan and their votes will not be solicited.

6.5 Summary of Classes Voting on the Plan. As a result of the provisions of Sections 6.1, 6.3 and 6.4 of this Plan, the votes of Holders of Claims in Class 4 will be solicited with respect to this Plan.

6.6 Confirmability and Severability of a Plan. Due to the fact that this Plan requests and contemplates the substantive consolidation of the Affiliate Debtors into Neumann Homes, the confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied with respect to Neumann Homes only. The Debtors, after consultation with the Creditors' Committee, and subject to the restrictions contained in and obligations under the KPN Settlement Agreement, reserve the right to alter, amend, modify, revoke or withdraw this Plan as it applies to Neumann Homes or any particular Debtor or any Exhibit. A determination by the Bankruptcy Court that this Plan is not confirmable pursuant to section 1129 of the Bankruptcy Code shall not limit or affect the Debtors' ability to modify this Plan to satisfy the confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

7.1 Substantive Consolidation. This Plan contemplates and is predicated upon entry of the Substantive Consolidation Order (which may be the Confirmation Order) which shall substantively consolidate the Debtors' Estates and Chapter 11 Cases for the purposes of all actions associated with confirmation and consummation of this Plan. This Plan constitutes a request to approve such substantive consolidation such that on the Effective Date, (i) all Intercompany Claims by, between and among the Debtors shall be eliminated, (ii) all assets and liabilities of the Affiliate Debtors shall be merged or treated as if they were merged with the assets and liabilities of Neumann Homes, (iii) any obligation of a Debtor and all guarantees thereof by one (1) or more of the other Debtors shall be deemed to be one (1) obligation of Neumann Homes, (iv) the Affiliate Interests shall be cancelled, and (v) each Claim filed or to be filed against any Debtor shall be deemed filed only against Neumann Homes and shall be deemed a single Claim against and a single obligation of Neumann Homes. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment or performance made by the Debtors as to the obligations of another Debtor shall be released and of no further force and effect. If the Substantive Consolidation Order is not the Confirmation Order, then such order shall only be entered if the Bankruptcy Court enters the Confirmation Order.

7.2 Valuation of Collateral At any time following the Confirmation Date, the Debtors may file a motion asking the Bankruptcy Court to value, under Bankruptcy Code Section 506, any and all Collateral to be transferred from the Debtors to the Prepetition Lenders pursuant to the Plan.

7.3 Liquidation Trust. On the Effective Date, the Debtors, on their own behalf and on behalf of Holders of Allowed Claims entitled to receive Liquidation Trust Plan Distribution Property pursuant to the Plan will execute the Liquidation Trust Agreement and will take all other steps necessary to establish the Liquidation Trust pursuant to the Liquidation Trust Agreement as further described in Article XIII herein. On the Effective Date, and in accordance with and pursuant to the terms of the Plan, all of the Estates' rights, title, and interests in all of the Liquidation Trust Assets will be transferred to the Liquidation Trust. In connection with the transfer of such assets, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust will vest in the Liquidation Trust and its representatives, and the Debtors and the Liquidation Trust are authorized to take all necessary actions to effectuate the transfer of such privileges.

(a) **Prosecution of Liquidation Trust Claims.** Liquidation Trust Claims may only be prosecuted or settled by the Liquidation Trust. The Liquidation Trust Claims will be transferred to the Liquidation Trust as of the Effective Date.

(b) **Distributions from the Liquidation Trust.** Distributions from the Liquidation Trust will occur as set forth in Article XIII and in accordance with the terms of the Liquidation Trust Agreement.

(c) **Funding Expenses of the Liquidation Trust.** As more fully described in the Liquidation Trust Agreement, the Liquidation Trust Assets will be reduced to Cash. Expenses of the Liquidation Trust shall be paid in accordance with the terms of the Liquidation Trust Budget.

(d) **Appointment of the Liquidation Trust Administrator.** As more fully set forth in Article XIII, on the Effective Date and in compliance with the provisions of the Plan, the Liquidation Trust Administrator will be appointed by the Debtors in accordance with the Liquidation Trust Agreement and after the Effective Date, the Liquidation Trust Administrator will administer the Liquidation Trust in accordance with the Liquidation Trust Agreement. Except as otherwise provided in the Liquidation Trust Agreement, the Liquidation Trust Administrator may control and exercise authority over the Liquidation Trust Assets, over the acquisition, management and disposition thereof and over the management and conduct of the business of the Liquidation Trust (including, but not limited to, taking any and all necessary actions and effectuate any necessary documentation to purchase, sell, or otherwise transfer any real property) to the same extent as if the Liquidation Trust Administrator were the sole owner of the Liquidation Trust Assets in its own right. The Liquidation Trust Administrator will prepare and make available to Holders of Liquidation Trust Interests, on a semi-annual basis, a written report detailing, among other things, the litigation status of claims or Liquidation Trust Claims transferred to the Liquidation Trust, any settlements entered into by the Liquidation Trust, the proceeds recovered to date from the Liquidation Trust Assets, and the distributions made by the Liquidation Trust.

7.4 Dissolution of Creditors' Committee. The Creditors' Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. On the Effective Date, the Creditors' Committee shall be dissolved and its members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases or this Plan and its implementation, and the retention or employment of the Creditors' Committee's attorneys, accountants, financial advisors, and other agents shall terminate. All expenses of Creditors' Committee members and the fees and expenses of their professionals through the Effective Date shall be paid in accordance with the terms and conditions of the Professional Fee Order and the Plan.

7.5 Vesting of Assets. Excluding the Released KPN Claims and the furniture, sales trailer, documents, proprietary information and other assets transferred pursuant to the KPN Settlement Agreement, and except as otherwise provided herein, all property of the Debtors' Estates shall remain property of, and be consolidated into, the Estate of Neumann Homes and continue to be subject to the jurisdiction of the Bankruptcy Court following confirmation of this Plan and shall not be vested in the Debtors on or following the Confirmation

Date or the Effective Date. From and after the Effective Date, all such property shall be distributed in accordance with the provisions of the Plan and the Confirmation Order.

7.6 Preservation of Rights of Action.

(a) **Maintenance of Causes of Action.** Excluding all of the Released KPN Claims and any Claims against RFC or the RFC-Related Entities, and except as otherwise provided in the Plan, on the Effective Date, all of the Debtors' rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, in any court or other tribunal in an adversary proceeding or contested matter filed in one or more of the Chapter 11 Cases, including the following actions and any Causes of Action specified on Exhibit A, that are not Released KPN Claims or Claims against RFC or the RFC-Related Entities, will be transferred to the Liquidation Trust: (a) objections to Claims under the Plan; and (b) any other Causes of Action, whether legal, equitable or statutory in nature, arising out of, or in connection with the Debtors' businesses, assets or operations or otherwise affecting the Debtors, including possible claims against the following types of parties, both domestic and foreign, for the following types of claims: (i) Causes of Action against vendors, suppliers of goods or services, or other parties for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities or setoff; (ii) Causes of Action against utilities, vendors, suppliers of services or goods, or other parties for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (iii) Causes of Action against vendors, suppliers of goods or services, or other parties for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection of the subject contracts; (iv) Causes of Action for any liens, including mechanic's, artisan's, materialmen's, possessory or statutory liens held by any one or more of the Debtors; (v) Causes of Action for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, lessor, utility, supplier, vendor, insurer, surety, lender, bondholder, lessor or other party; (vi) Causes of Action against any current or former director, officer, employee or agent of the Debtors arising out of employment related matters; (vii) Causes of Action against any professional services provider or any other party arising out of financial reporting; (viii) Causes of Action arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (ix) Causes of Action against insurance carriers, reinsurance carriers, underwriters or surety bond issuers relating to coverage, indemnity, contribution, reimbursement or other matters; (x) counterclaims and defenses relating to notes, bonds or other contract obligations; (xi) Causes of Action against local, state, federal, and foreign taxing authorities for refunds of overpayments or other payments; (xii) Causes of Action against attorneys, accountants, consultants or other professional service providers relating to services rendered; (xiii) contract, tort or equitable Causes of Action that may exist or subsequently arise; (xiv) any intracompany or intercompany Causes of Action; (xv) Causes of Action of the Debtors arising under section 362 of the Bankruptcy Code; (xvi) equitable subordination Causes of Action arising under section 510 of the Bankruptcy Code or other applicable law; (xvii) turnover Causes of Action arising under sections 542 or 543 of the Bankruptcy Code; (xviii) Causes of Action arising under chapter 5 of the Bankruptcy Code, including, but not limited to, preferences under section 547 of the Bankruptcy Code; and (xix) Causes of Action for fraud, misrepresentation,

unfair competition, interference with contract or potential business advantage, conversion, infringement of intellectual property or other business tort claims.

The foregoing Causes of Action will be transferred to the Liquidation Trust notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code and except as otherwise provided in the Plan, any claims, rights, and Causes of Action that the respective Debtors may hold against any Entity will vest in the Liquidation Trust. The Liquidation Trust, through its authorized agents or representatives, will have and may exclusively enforce any and all such claims, rights, or Causes of Action transferred to it, and all other similar claims arising pursuant to applicable state laws, including fraudulent transfer claims, if any, and all other Causes of Action of a trustee and debtor in possession pursuant to the Bankruptcy Code in accordance with the provisions of the Liquidation Trust Agreement. The Liquidation Trust will have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw or litigate to judgment any and all such claims, rights, and Causes of Action transferred to it, and to decline to do any of the foregoing in accordance with the terms of the Liquidation Trust Agreement. Notwithstanding the foregoing, effective as of the Effective Date, the Debtors waive any and all Avoidance Actions in connection with any returned Customer Deposits.

(b) Preservation of All Causes of Action Not Expressly Settled or Released: Unless a claim or Cause of Action against a creditor or other Person is among the Released KPN Claims or otherwise expressly waived, relinquished, released, compromised or settled in the KPN Settlement Agreement, the Plan or any Final Order, the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Liquidation Trust, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such claims or Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such claims or Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan or a Final Order. In addition, the Liquidation Trust expressly reserves the right to pursue or adopt any claims or Causes of Action not so waived, relinquished, released, compromised or settled that are alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Person, including the plaintiffs or co-defendants in such lawsuits. Any Person to whom the Debtors incurred an obligation (whether on account of services, purchase, sale of goods or otherwise), or who received services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, in each case prior to the Petition Dates, should assume that such obligation, transfer or transaction may be reviewed by the Liquidation Trust subsequent to the Effective Date and may, to the extent not theretofore expressly waived, relinquished, released, compromised or settled, be the subject of an action after the Effective Date, whether or not: (a) such Person has filed a Proof of Claim against the Debtors in the Chapter 11 Cases; (b) an objection has been filed to such Person's Proof of Claim; (c) such Person's Claim was included in the Debtors' Schedules; or (d) the Debtors have objected to such Person's scheduled Claim or identified such Claim as contingent, unliquidated or disputed.

7.7 Cancellation of Existing Securities. Except as otherwise provided in this Plan and in any contract, instrument or other agreement or document created in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article IX of this Plan, the Existing Securities, promissory notes, share certificates (including treasury stock), other instruments evidencing any Claims or Interests, and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such Existing Securities shall be deemed canceled and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtors under any notes, share certificates and other agreements and instruments governing such Claims and Interests shall be discharged. The Holders of or parties to such canceled notes, share certificates and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to this Plan.

7.8 Termination of Rights – Turnover of Homeowners Associations; Deeding of Outlots, Common Areas and Public Improvements; Other. Immediately after the date that is 30 days after the Effective Date, except as otherwise set forth herein, and unless a written notice for the request of (a) turnover of control of any homeowners associations by the Debtors to a requesting party or (b) deeding of any common area outlot properties or public improvements required to be turned over by the Debtors to a particular homeowners association, local park district, municipality, or other similarly-situated third party pursuant to applicable development declarations and related documents; (c) recording of covenants, conditions and restrictions over part of the subject community developed by Debtors (the rights to such requests for turnover, deeding or recording collectively, the “Turnover Rights”) is received by the Debtors on or before 30 calendar days after the Effective Date (and such request is on terms and conditions reasonably satisfactory to the Debtors, including, but not limited to, such requesting party having returned to and reimbursed the Debtors any outstanding amounts owed to the Debtors), such Turnover Rights shall be terminated and the Debtors obligation in connection therewith, and in connection with any property related thereto, shall be forever abandoned, released and fully discharged in accordance with this Plan. Such conveyance, recording and turnover shall be by quitclaim bill of sale or deed, without warranty and upon terms reasonably satisfactory to the Debtors (including a release of all Claims against the Debtors in exchange for such turnover) and shall be at the sole expense of the party providing notice to the Debtors, and shall be conducted with the consent of any Prepetition Lender whose interest appears of record in a title examination (to be obtained by any requesting party at its sole cost and expense) with respect to the subject property, and in cooperation with any existing property manager. The Debtors shall be under no duty to provide records or data, which shall be obtained from such property manager, recorder of deeds or applicable municipality, or to pay fees or costs of any kind, in connection with said conveyance or turnover, and shall have no obligation to any such grantee, homeowners association or other party upon and after such conveyance or turnover, or arising therefrom.

7.9 Customer Deposits and Clubhouse Funds. Notwithstanding Section 7.6(a) herein, although the Debtors are not aware of any Customer Deposits currently in their possession, to the extent any Customer Deposits have not been returned and remain in the possession of the Debtors, effective as of the Effective Date, the Debtors shall retain all rights to

such Customer Deposits. Additionally, the Clubhouse Funds are deemed property of the Estates to be used in their discretion in the ordinary course of business.

7.10 Continued Corporate Existence and Closing of Affiliate Debtors' Chapter 11 Cases.

(a) On the Effective Date or as soon thereafter as practicable, (i) the members of the board of directors and officers of each of the Debtors shall be deemed to have resigned (ii) each of the Affiliate Debtors shall be merged with and into Neumann Homes, and (iii) the Chapter 11 Cases of the Affiliate Debtors shall be closed, following which any and all proceedings that could have been brought or otherwise commenced in the Chapter 11 Cases of any Affiliate Debtor shall be brought or otherwise commenced in the Chapter 11 Case of Neumann Homes. The clerk of the Bankruptcy Court, immediately upon receiving notice of the Effective Date, shall enter an order and decree (substantially in the form attached hereto as Exhibit G) closing each of the Affiliate Debtors' Chapter 11 Cases.

(b) Neumann Homes shall continue to exist as Neumann Homes, Inc. after the Effective Date in accordance with the laws of the State of Illinois and in accordance with the terms of this Plan for the purpose of disposing of any property interests, if any, remaining in the Debtors' Estates.

(c) From and after the Effective Date, the Liquidation Trust Administrator shall serve as the sole officer and director of Neumann Homes. The Liquidation Trust Administrator shall be authorized to execute, deliver, file or record such documents, instruments, releases and other agreements and take such actions as set forth in this Plan or the Liquidation Trust Agreement or take any such other actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

7.11 Closing of Neumann Homes Chapter 11 Case. When all Disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed by Final Order, and all remaining assets of the Debtors have been liquidated and converted into Cash (other than those assets abandoned by the Debtors), and such Cash has been distributed in accordance with this Plan, or at such earlier time as the Debtors deem appropriate, the Debtors shall seek authority from the Bankruptcy Court to close the Neumann Homes Chapter 11 Cases Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

~~7.11~~7.12 506(c) Expenses. The Debtors' have incurred a number of reasonable and necessary costs and expenses (the "506(c) Expenses") in preserving and in some instances, enhancing, the value of the Prepetition Lenders' Collateral during these Chapter 11 Cases, all to the benefit of the Prepetition Lenders. Pursuant to 506(c) of the Bankruptcy Code, the Debtors are entitled to the payment of, and reimbursement for, the 506(c) Expenses. Unless otherwise agreed to by the Debtors and such Prepetition Lender, within 30 days following the Confirmation Date, the Debtors shall file with the Bankruptcy Court, and provide notice to the Prepetition Lenders in writing of, the 506(c) Expenses. The Prepetition Lenders shall have up to 21 days thereafter to file with the Bankruptcy Court an objection, if any, to the 506(c) Expenses. The Debtors and the Prepetition Lenders shall subsequently seek Bankruptcy Court approval of the 506(c) Expenses at a mutually agreeable hearing to be scheduled by the

Bankruptcy Court To the extent that the Debtors and any Prepetition Lender cannot agree on such 506(c) Expenses, the Bankruptcy Court shall determine the 506(c) Expenses. Unless otherwise provided in this Plan, the Debtors shall seek to have the Prepetition Lenders pay the Debtors any 506(c) Expenses approved by the Bankruptcy Court, in Cash, within 21 days of the entry of such order approving the 506(c) Expenses. For the avoidance of doubt, the Debtors shall be deemed to have waived any claims for 506(c) Expenses against RFC or the RFC-Related Entities, whether preserved under this Plan or otherwise.

ARTICLE VIII

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 Generally. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to sections 365 and 1123(b) of the Bankruptcy Code, the applicable Debtor or Debtors will assume and assign to the Liquidation Trust, or the applicable purchaser of the Debtors' assets, each of the Executory Contracts and Unexpired Leases listed on Exhibit E. Each contract and lease listed on Exhibit E will be assumed only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease. Listing a contract or lease on Exhibit E does not constitute an admission by the Debtors, or the Liquidation Trust that such contract or lease is an Executory Contract or Unexpired Lease or that the Debtors or the Liquidation Trust has any liability thereunder.

8.2 Approval of Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases. Subject to the Effective Date, entry of the Confirmation Order shall constitute, as of the Confirmation Date (or such other date listed on Exhibit E), the approval, pursuant to sections 365 and 1123(b) of the Bankruptcy Code, of the assumption, assumption and assignment, or rejection, as applicable, of the executory contracts and unexpired leases assumed, assumed and assigned, or rejected pursuant to this Article VIII.

Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire or occupancy of real property, if any, shall include (a) all modifications, amendments, supplements, restatements, assignments, subleases or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affect such executory contract or unexpired lease and (b) all executory contracts or unexpired leases appurtenant to the premises, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been rejected pursuant to a Final Order of the Bankruptcy Court or is otherwise rejected as a part of this Plan.

8.3 Cure of Defaults of Assumed Executory Contracts and Unexpired Leases. Any monetary amounts by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default, if any, shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure, with such Cure being provided by, at the option of the Debtor-party to such contract or lease, either (x) the Debtor-party to such contract or lease or (y) the assignee

of such Debtor-party to whom such contract or lease is being assigned. If there is a dispute regarding (a) the nature or amount of any Cure, (b) the ability of the Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment, as the case may be; provided, that, if there is a dispute as to the amount of Cure that cannot be resolved consensually among the parties, the Debtors shall have the right to reject the contract or lease for a period of five (5) days after entry of a Final Order establishing a Cure amount in excess of that provided by the Debtors.

The Confirmation Order, if applicable, shall contain provisions providing for notices of proposed assumptions and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto (which shall provide not less than twenty (20) days' notice of such procedures and any deadlines pursuant thereto) and resolution of disputes by the Bankruptcy Court. To the extent the Debtor who is party to the executory contract or unexpired lease is to be merged with Neumann Homes as part of the Substantive Consolidation Order, the nondebtor parties to such executory contract or unexpired lease shall, upon assumption as contemplated herein, be deemed to have consented to the assignment of such executory contract or unexpired lease to Neumann Homes that is the surviving entity after entry of the Substantive Consolidation Order.

8.4 Executory Contracts and Unexpired Leases to Be Rejected. Except for an Executory Contract or Unexpired Lease that (a) was previously assumed, assumed and assigned, or rejected by a Final Order of the Bankruptcy Court with the effective date of such assumption or rejection on or before the Effective Date, ~~or that~~ (b) is assumed pursuant to this Article VIII (including those contracts and leases listed on Exhibit E), or (c) are related to or are IndyMac Collateral (the "Continuing Contracts and Leases"), each Executory Contract and Unexpired Lease entered into by a Debtor prior to the Petition Date ~~will~~ shall be rejected pursuant to section 365 of the Bankruptcy Code on the Effective Date ~~or effective~~ as of the Confirmation Date. Each contract and lease ~~will~~ shall be rejected only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease on the Effective Date. Any Executory Contract and Unexpired Lease not previously assumed, assumed and assigned or rejected by an order of the Bankruptcy Court (other than those Executory Contracts and Unexpired Leases identified on Exhibit E) ~~will~~ and the Continuing Contracts and Leases shall be rejected on the Effective Date and the Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections effective as of the Confirmation Date pursuant to section 365 of the Bankruptcy Code ~~as of the Effective Date~~.

8.5 Rejection Damages Bar Date. If the rejection by a Debtor of an executory contract or unexpired lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against any Debtor or the properties of any of them unless a proof of claim is filed with the Debtors' Claims agent, Epiq ~~Bankruptcy Solutions, LLC~~, and served upon counsel to the Debtors, and counsel to the Creditors' Committee, within thirty (30) days after service of the earlier of (a) notice of the effective date of rejection of such executory contract or unexpired lease as determined in accordance with Section 8.1 of this Plan or (b) other notice that the executory contract or unexpired lease has been rejected. Nothing in this Section 8.5 shall revive or deem to revive a previously Disallowed

Claim or extend a previously established bar date, if applicable. The bar date for filing a Claim with respect to an executory contract or unexpired lease other than pursuant to this Plan shall be as set forth in the Bar Date Order or the Final Order approving such rejection.

8.6 Miscellaneous. Notwithstanding any other provision of this Plan, the Debtors shall retain the right to ~~(a)~~ at any time prior to the Effective Date, modify or supplement Exhibit E, including, without limitation, the right to add any executory contract or unexpired lease to, or delete any executory contract or unexpired lease from such Plan ~~Exhibits-Exhibit E~~, and (b) at any time prior to the date that is thirty (30) days after the date on which the Holding Period expires (as set forth in and as may be extended in accordance with Section 14.3(e) of this Plan), to supplement Exhibit E to add any Continuing Contracts or Leases and the effective date of assumption for each such Continuing Contract or Lease. Listing an executory contract or unexpired lease on Exhibit E shall not constitute an admission by any of the Debtors that such contract or lease (including any related agreements that may exist) is an executory contract or unexpired lease or that the applicable Debtor has any liability thereunder.

8.7 Continuing Contracts. Notwithstanding any other provision of this Plan, Continuing Contracts and Leases shall be rejected pursuant to section 365 of the Bankruptcy Code immediately upon and not until the date that is thirty (30) days after the date on which the Holding Period expires (as set forth in and as may be extended in accordance with Section 14.3(e) of this Plan) effective as of the Confirmation Date, unless the Debtors (or the Liquidation Trust Administrator) on or before thirty (30) days after the expiration of the Holding Period file with the Bankruptcy Court and serve upon the affected non-Debtor counter-parties (a) a notice of rejection with respect to any of the Continuing Contracts or Leases (a "Rejection Notice"), in which case the Confirmation Order will constitute an order of the Bankruptcy Court approving the rejection of the Continuing Contracts and Leases set forth in the Rejection Notice effective as of the Confirmation Date (or such date set forth in the Rejection Notice) pursuant to section 365 of the Bankruptcy Code (to the extent that any such Continuing Contract or Lease constitutes an Executory Contract or Unexpired Lease on the date such Rejection Notice is filed with the Bankruptcy Court), or (b) a supplement to Exhibit E adding Continuing Contracts or Leases to be assumed pursuant to this Article VIII of the Plan and the effective date of assumption for each such Continuing Contract and Lease. Objections to the assumption of Continuing Contracts and Leases, including, without limitation, to Cure related to non-monetary defaults (an "Assumption Objection"), must be raised in an objection to be filed no later than thirty (30) days after the date on which a supplement to Exhibit E including any Continuing Contracts or Lease is filed with the Bankruptcy Court. Any such Assumption Objections will be litigated, if not withdrawn or resolved consensually, at a date and time scheduled by the Bankruptcy Court. Any party failing to timely file and serve upon counsel for the Debtors and the Liquidation Trust an Assumption Objection shall be deemed to have consented to the assumption of such Continuing Contracts and Leases and shall be forever barred from asserting an objection with respect to such assumption (subject to the rights of such parties to assert Cure claims pursuant to the procedures set forth in Section 8.3 of the Plan and in the Confirmation Order). Subject to the Effective Date and resolution of any Assumption Objections, entry of the Confirmation Order shall constitute, as of the effective date of assumption of each Continuing Contract and Lease set forth in a supplement to Exhibit E, if any, filed with the Bankruptcy Court, the approval, pursuant to sections 365 and 1123(b) of the Bankruptcy Code, of the assumption or

[assumption and assignment, as applicable, of the Continuing Contracts and Leases assumed or assumed and assigned pursuant to this Section 8.7 of the Plan.](#)

ARTICLE IX

PROVISIONS GOVERNING DISTRIBUTIONS

9.1 Distributions for Claims Allowed as of the Effective Date. Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Initial Distribution Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made pursuant to Articles IX and X of this Plan.

9.2 Disbursing Agent. The Disbursing Agent shall make all distributions required under this Plan.

9.3 Subsequent Distributions. The Debtors shall determine, in accordance with this Plan, when to make a Subsequent Distribution based on the amount of Cash currently available in the Supplemental Distribution Account.

9.4 Interest on Claims. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on Claims, and no Claim Holder shall be entitled to interest accruing on or after the Petition Dates on any Claim. To the extent otherwise provided for in this Plan, the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall accrue on Claims at the applicable non-default rate; [provided, that, pursuant to Section 511 of the Bankruptcy Code, interest \(a\) on Allowed Priority Tax Claims, \(b\) on Administrative Claims that are tax claims, or \(c\) to enable a creditor to receive the present value of the Allowed amount of a tax claim, shall be calculated at the rate of interest determined under applicable nonbankruptcy law; provided, further, that, pursuant to Section 506\(b\) of the Bankruptcy Code, to the extent that an Allowed Secured Claim is secured by property the value of which, after any recovery under Section 506\(c\) of the Bankruptcy Code, is greater than the amount of such claim, such Claimholder shall be entitled to interest on such claim, and any reasonable fees, costs or charges provided for under the agreement or State statute under which such claim arose.](#) Unless otherwise specifically provided for in this Plan, the Confirmation Order, or required by applicable bankruptcy law, interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Petition Dates to the date a final distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim. Until the Effective Date, nothing herein shall waive the right of any creditor to seek postpetition interest.

9.5 Surrender of Securities and Instruments. On or before the date that distributions are first made by the Disbursing Agent, each Holder of an instrument evidencing a Claim, if any (a “Certificate”), shall surrender such Certificate to the Disbursing Agent, and such Certificates shall be cancelled in accordance with Section 7.7 of this Plan and delivered to the Disbursing Agent. No distribution of property hereunder shall be made to or on behalf of any such Holder unless and until such Certificate is received by the Disbursing Agent or the unavailability of such Certificate is reasonably established to the satisfaction of the Disbursing Agent. Any Holder who fails to surrender or cause to be surrendered such Certificate, or fails to execute and deliver an affidavit of loss and indemnity reasonably satisfactory to the Disbursing Agent prior to the first (1st) anniversary of the Effective Date, shall be deemed to have forfeited all rights and Claims in respect of such Certificate and shall not participate in any distribution hereunder, and all property in respect of such forfeited distribution, including any interest attributable thereto, shall revert to the Debtors notwithstanding any federal or state escheat laws to the contrary. Upon compliance with this Section 9.5 by a Holder of a Claim evidenced by a Certificate, such Holder shall, for all purposes under the Plan, be deemed to have surrendered such note or other security.

9.6 Delivery of Distributions and Undeliverable or Unclaimed Distributions.

(a) Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent (i) at the addresses set forth on the proofs of claim filed by such Claim Holders (or at the address set forth in any applicable notice of assignment of claim or notice of change of address), (ii) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related proof of claim, (iii) at the addresses reflected in the Schedules if no proof of claim has been filed and the Disbursing Agent has not received a written notice of a change of address, or (iv) as to any defendant to a Cause of Action who has not otherwise filed a proof of claim, at the address of such defendant’s counsel of record or to such party as counsel of record directs or specifies.

(b) If any Claim Holder’s distribution is returned as undeliverable, no further distributions to such Claim Holder shall be made unless and until the applicable disbursing agent is notified of such Claim Holder’s then current address, at which time all missed distributions shall be made to such Claim Holder without interest. Amounts in respect of undeliverable distributions shall be returned to the Disbursing Agent with respect to all Claims, until such distributions are claimed. All claims for undeliverable distributions shall be made on the later of the first (1st) anniversary of the Effective Date or ninety (90) days from the date the Claim becomes an Allowed Claim. After such date, all unclaimed property relating to distributions to be made on account of such Claims shall revert to the Debtors, free of any restrictions thereon or Claims of such Holder and notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan shall require any of the applicable disbursing agents to attempt to locate any Holder of an Allowed Claim.

9.7 Record Date for Distributions. The Debtors or the Disbursing Agent shall have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim or Interest that occurs after the Record Date, and will be entitled for all purposes herein to recognize and distribute only to those Holders of Allowed Claims who are Holders of

such Claims, or participants therein, as of the Record Date. The Debtors or the Disbursing Agent shall instead be entitled to recognize and deal with for all purposes under the Plan with only those record Holders stated on the official claims register or the official transfer ledger, as the case may be, as of the Record Date. On the Record Date, the transfer ledgers of the Old Equity shall be closed, and there shall be no further changes in the record Holders of securities. The Debtors or the Disbursing Agent shall have no obligation to recognize any transfer of the Prepetition Notes or the Old Equity occurring after the Record Date. The Debtors or the Disbursing Agent shall be entitled instead to recognize and deal for all purposes hereunder with only those record Holders stated on the transfer ledgers as of the Record Date.

9.8 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the claim, to the portion of such Claim representing accrued but unpaid interest.

9.9 Means of Cash Payment. Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option and in the discretion of the Disbursing Agent, by (a) checks drawn on or (b) wire transfer from a domestic bank selected by the Disbursing Agent.

9.10 Setoffs. The Debtors (or the Liquidation Trust Administrator as the case may be) may, but shall not be required to, set off against any Claim and the payments or other distributions to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have against the Holder of such Claim; provided, however, that, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such claim that the Debtors may have against such Holder.

9.11 De-Minimis Distributions. Notwithstanding any other provision of this Plan, the Debtors and the Disbursing Agent shall have no obligation to make a distribution on account of an Allowed Claim from any Cash Reserve or account to a specific Holder of an Allowed Claim if the amount to be distributed to that Holder on the Initial Distribution Date or Subsequent Distribution Date (1) does not constitute a final distribution to such Holder and (2) is less than \$50. In addition, the Debtors reserve the right to request subsequent relief from the Bankruptcy Court to exclude Holders of smaller claims from the final distribution under this Plan to the extent that the amounts otherwise distributable to such claimholders in connection with such final distribution would be de-minimis or create undue administrative expense.

9.12 Release of Liens. Except as otherwise provided in this Plan or in any contract, instrument, release or other agreement or document created or assumed in connection with this Plan, and other than with respect to IndyMac Collateral and Comerica Foreclosed Property, on the Effective Date and concurrently with the applicable distributions made pursuant to Articles IX and X of this Plan, all mortgages, deeds of trust, liens, pledges or other security interests against the property of any Debtor's Estate, which have not been previously released or discharged by the lienholder prior to the Effective Date, shall be fully released ~~and discharged,~~ and all of the right, title and interest of any Holder of such mortgages, deeds of trust, liens,

pledges or other security interests shall revert to the Estate of Neumann Homes and its successors and assigns. To the extent that any termination statements, instruments of satisfaction, or other similar releases of interests necessary to terminate or otherwise remove from title or record any filed financing statements, mortgages, or other documents or agreements evidencing a security interest in the Debtors' assets shall not have been delivered to the Debtors in proper form for filing and executed by the appropriate parties prior to, or in connection with, the satisfaction of the Secured Claims, then the Debtors are hereby authorized to (a) execute and file such statements, instruments, releases or other documents on behalf of the Holder of the Secured Claim with respect to the encumbered assets and (b) to file, register, or otherwise record a certified copy of the Confirmation Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all security interests in the Debtors' assets of any kind or nature whatsoever.

ARTICLE X

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS

10.1 Objection Deadline; Prosecution of Objections. The Liquidation Trust Administrator shall be responsible for administering, disputing, objecting to, compromising or otherwise resolving and making distributions on account of the respective Claims against the Debtors. No later than the Claims Objection Deadline (unless extended by an order of the Bankruptcy Court), the Liquidation Trust Administrator, as the case may be, shall file objections to Claims with the Bankruptcy Court and serve such objections upon the Holders of each of the Claims to which objections are made. Nothing contained herein, however, shall limit the Liquidation Trust Administrator's right to object to Claims, if any, filed or amended after the Claims Objection Deadline. Moreover, notwithstanding the expiration of the Claims Objection Deadline and unless subsequently ordered for good cause shown to shorten time, the Liquidation Trust Administrator shall continue to have the right to amend any objections and to file and prosecute supplemental objections and counterclaims to a Disputed Claim until such Disputed Claim is Allowed. Subject to the limitations set forth in Article VII of this Plan, the Liquidation Trust Administrator shall be authorized to, and shall, resolve all Disputed Claims by withdrawing or settling such objections thereto, or by litigating to judgment in the Bankruptcy Court or such other court having jurisdiction on the validity, nature and/or amount thereof.

10.2 No Distributions Pending Allowance. Notwithstanding any other provision of this Plan, no payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim and the remainder has become a Disallowed Claim.

10.3 Disputed Claims Reserve. The Liquidation Trust Administrator shall withhold the Disputed Claims Reserve from the Cash to be distributed to particular classes under this Plan. The Disputed Claims Reserve shall be equal to 100% of distributions to which Holders of Disputed Claims in Class 4 would be entitled under the Plan as of such date if such

Disputed Claims in Class 4 were Allowed Claims in their (a) Face Amount or (b) estimated amount of such Disputed Claim in Class 4 as approved in an Order by the Bankruptcy Court pursuant to section 506(c) of the Bankruptcy Code. The Debtors or Liquidation Trust Administrator, as the case may be, may request estimation for any Disputed Claim including, without limitation, any Disputed Claim that is contingent or unliquidated. If practicable and as set forth herein, the Debtors or Liquidation Trust Administrator, as the case may be, will invest any Cash that is withheld as the applicable Disputed Claims Reserve in an appropriate manner to insure the safety of the investment. Nothing in this Plan or the Disclosure Statement shall be deemed to entitle the holder of a Disputed Claim to postpetition interest on such Claim.

10.4 Distributions After Allowance. Payments and distributions from the Disputed Claims Reserve shall be made as appropriate to the Holder of any Disputed Claim that has become an Allowed Claim, as soon thereafter as is reasonably practicable after the date such Disputed Claim becomes an Allowed Claim. Such distributions shall be based upon the cumulative distributions that would have been made to the Holder of such Claim under the Plan if the Disputed Claim had been Allowed on the Effective Date (excluding any present value calculations) and shall not be limited by the Disputed Claim amounts previously reserved with respect to such Disputed Claim to the extent that additional amounts are available therefor, but only to the extent that such additional amounts have not yet been distributed to Holders of Allowed Claims. Upon such distribution, the reserve shall be reduced by an amount equal to the amount reserved with respect to such Disputed Claim. To the extent the amount reserved for such Disputed Claim exceeds the Allowed Amount, if any, of such Claim, the remainder shall be deposited in the Supplemental Distribution Account and distributed to Holders of Allowed Class 4 Claims in accordance with the provisions of Article V of this Plan.

ARTICLE XI

ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS

~~11.1—Allowed Deferred Professional Fees.~~

~~11.1 Professionals shall continue to prepare fee applications in accordance with the Professional Fee Order up to the Confirmation Date. No later than twenty (20) days prior to the Confirmation Hearing, each Professional shall estimate fees and expenses due for periods that have not been billed as of the anticipated Effective Date.~~

(a) Prior to the Confirmation Hearing, each Professional and UHY, submitted to the Debtors, who filed with the Bankruptcy Court, an estimate of the aggregate amount of its anticipated fees and expenses through and including February 15, 2010, exclusive of amounts previously set forth in monthly statements or interim fee applications. Parties in interest shall have until ~~three (3) days prior to~~ February 15, 2010 (the ~~Confirmation Hearing~~ “Fee Estimate Objection Deadline”), which is twenty one (21) days after such estimates were filed with the Bankruptcy Court, to object to such ~~estimate~~ estimates (a “Fee Estimate Objection”), and any such ~~objection~~ Fee Estimate Objection that is not consensually resolved shall be heard ~~at the Confirmation Hearing~~ and resolved by the Bankruptcy Court prior to the payment of the portion of any estimated amount subject to a Fee Estimate Objection; provided that the Debtors may pay

on the Effective Date or thereafter the portion of any estimates filed with the Bankruptcy Court that are not subject to a Fee Estimate Objection or unpaid amounts previously set forth in monthly statements or interim fee applications that are not subject to previously filed objections; and the Debtors shall hold in reserve for each Professional or UHY, as the case may be, amounts available to be paid but subject to a pending Fee Estimate Objection or previously filed and pending objections, if any, to monthly statements or interim fee applications. Any and all amounts paid pursuant to this Section 11.1(a) shall remain subject to the provisions and requirements of Section 11.1(b).

~~(b) All Professionals or other entities requesting compensation or reimbursement of expenses pursuant to~~ All Professionals seeking payment or approval of Professional Fee Claims, including pursuant to Bankruptcy Code sections 327, 328, 330, 331, or other Person requesting compensation or expense reimbursement for making a substantial contribution to the Chapter 11 Cases pursuant to sections 503(b)(3), 503(b)(4), and 503(b)(5) and 1103 of the Bankruptcy Code for services rendered on or before the Effective Date ~~(including compensation and expenses for making a substantial contribution in any of the Chapter 11 Cases)~~ a "Substantial Contribution Claim"), shall file with the Bankruptcy Court and serve ~~such applications~~ on counsel for the Debtors, the United States Trustee and as otherwise required by the Bankruptcy Court and the Bankruptcy Code, an application for final allowance of ~~compensation and reimbursement of expenses~~ Professional Fee Claims or Substantial Contribution Claims no later than forty-five (45) days after the end of the month in which the Effective Date occurred (the "Professional Fee and Substantial Contribution Claims Bar Date"). Objections to applications of Professionals and ~~other entities for compensation and reimbursement of expenses~~ parties seeking Substantial Contribution Claims must be filed with the Bankruptcy Court no later than twenty (20) days after the filing and service of ~~a Professional's~~ any such application. ~~All compensation and reimbursement of expenses allowed by the Bankruptcy Court shall be deemed~~ Notwithstanding the forgoing, UHY, which is not a Professional, shall not be required to file any fee applications pursuant this Section 11.1(b) or otherwise, but shall continue to serve, in accordance with the practice established in these Chapter 11 Cases, monthly fee and expense statements through and including the Effective Date, with its final statement to set forth the difference between the aggregate amounts of fees and expenses incurred and payments received with respect thereto through the Effective Date.

~~(b)~~ (c) The following amounts shall be Deferred Professional Fees and be paid in accordance with Section 13.5 of this Plan: the amounts of (i) Professional Fee Claims and Substantial Contribution Claims, if any, ultimately allowed by the Bankruptcy Court in accordance with Sections 11.1(a) and/or (b) of this Plan, and (ii) postpetition fees and expenses incurred by UHY and Epiq that are authorized to be paid pursuant to Sections 11.1(a) and/or (b) of this Plan, less the amounts of any consensual deductions or accommodations, that, by agreement of the respective parties, remain unpaid following payments authorized pursuant to Sections 11.1(a) and/or (b) of this Plan, and for which the Debtors' Estates ultimately have insufficient funds to pay. The Debtors estimate that there may be approximately \$500,000 ~~to~~ \$700,000 in Deferred Professional ~~Fees~~ Fee Claims to be satisfied in accordance with Section 13.5 of the Plan. For the avoidance of doubt, except for Professionals, UHY and Persons asserting Substantial Contribution Claims, all other Persons asserting postpetition Claims against the Debtors in the Chapter 11 Cases need not comply with Section 11.1 of this Plan (i.e., file

estimates, monthly statements or final applications with respect to fees), but must comply with Section 11.2 of this Plan.

11.2 Other Administrative Claims. All other requests for payment of an Administrative Claim (except for (a) Deferred Professional Fees as set forth in Section 11.1 of this Plan and (b) requests by a governmental unit for payment of an administrative expense set forth in Sections 503(b)(1)(B) and (C) of the Bankruptcy Code), must be filed with the Bankruptcy Court and served on counsel for the Debtors no later than the Administrative Claims Bar Date. Unless the Debtors (or the Liquidation Trust Administrator as the case may be) object to an Administrative Claim within one hundred twenty (120) days after the Administrative Claims Bar Date, such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors (or the Liquidation Trust Administrator as the case may be) object to an Administrative Claim and the Debtors (or the Liquidation Trust Administrator as the case may be) and such claimant are unable to resolve their dispute consensually, then the Debtors (or the Liquidation Trust Administrator as the case may be) shall file a motion for determination thirty (30) days following the request of such claimant. Thereafter, the Bankruptcy Court shall determine the Allowed amount of such Administrative Claim. Notwithstanding the foregoing, the Debtors (or the Liquidation Trust Administrator as the case may be) may pay, in their discretion, in accordance with the terms and conditions of any agreements relating thereto, any Administrative Claim as to which no request for payment has been timely filed but which is paid or payable by a Debtor in the ordinary course of business.

11.3 Administrative Claims, Professional Fee and Substantial Contribution Claims Bar Date Notice. On the Effective Date, or as soon thereafter as is reasonably practicable, the Debtors shall provide written notice of the Administrative Claims Bar Date and the Professional Fee and Substantial Contribution Claims Bar Date in substantially the same manner and fashion as the Debtors provided written notice of the Bar Date as approved by the Bar Date Order.

11.4 Estimates of Administrative Claims; Reserves. All Persons intending to request allowance of Administrative Claims, including Substantial Contribution Claims but excluding Professional Fee Claims, but who have not previously filed requests for allowance of such claims with the Bankruptcy Court, shall submit to counsel for the Debtors written estimates summarizing the nature and amount of such claims reasonably anticipated to be incurred through February 28, 2010 (the "Administrative Claim Estimates") so that such estimates are actually received not later than twenty one (21) days after the Confirmation Date (the "Administrative Claim Estimate Deadline"). On the Confirmation Date or the next day thereafter, the Debtors shall serve written notice of the entry of the Confirmation Order and the Administrative Claim Estimate Deadline in substantially the same manner and fashion as the Debtors provided written notice of the Bar Date as approved by the Bar Date Order. Based upon the requests for allowance of Administrative Claims filed with the Bankruptcy Court, unpaid Administrative Claims incurred in the ordinary course of the Debtors' business (as reflected in the Debtors' books and records or otherwise known to the Debtors), and the Administrative Claim Estimates received by counsel for the Debtors by the Administrative Claim Estimate Deadline, and without regard to any Administrative Claims not subject to one of the conditions previously mentioned in

this sentence, the Debtors shall establish prior to the Effective Date adequate reserves (in Cash, as agreed by the Debtors and the Holders of asserted Administrative Claims, or as otherwise ordered by the Bankruptcy Court) with respect to Disputed Administrative Claims, including but not limited to the Administrative Claims asserted by the Village of Gilberts (subject to Section 16.18 of this Plan), and unpaid Allowed Administrative Claims, if any, not otherwise paid on the Effective Date. The failure of any Person seeking allowance of an Administrative Claim to properly and timely submit an Administrative Claim Estimate prior to the Administrative Claim Estimate Deadline shall not bar such Person from filing a request for allowance of Administrative Claim with the Bankruptcy Court prior to the Administrative Claims Bar Date.

ARTICLE XII

CONFIRMATION AND CONSUMMATION OF THE PLAN

12.1 Conditions to Confirmation. The following are conditions precedent to confirmation of the Plan that may be satisfied or waived in accordance with Section 12.3 of the Plan and to the extent permitted under the Bankruptcy Code:

(a) The Bankruptcy Court shall have approved by Final Order a Disclosure Statement with respect to the Plan in form and substance reasonably acceptable to the Debtors after consultation with the Creditors' Committee.

(b) The Confirmation Order shall determine the approval of the substantive consolidation of the Chapter 11 Cases and Estates and shall in all other respects be in form and substance reasonably acceptable to the Debtors after consultation with the Creditors' Committee.

(c) The Confirmation Order shall approve the KPN Settlement Agreement in the form attached as Exhibit B to this Plan and provide for the transfers of assets, trade names, documents and information required by the KPN Settlement Agreement free and clear of liens, claims and encumbrances.

12.2 Conditions to Effective Date. The following are conditions precedent to the occurrence of the Effective Date:

(a) The Debtors shall have received in Cash the full amount of all of the KPN Payments pursuant to the KPN Settlement Agreement.

(b) The Fee Estimate Objection Deadline and the Administrative Claim Estimate Deadline shall have occurred.

~~(b)~~(c) The Debtors shall have Cash on hand sufficient to make any payments required to be paid under this Plan by the Debtors on or as soon as practicable after the Effective Date.

(d) The Debtors shall have established appropriate reserves pursuant to and in accordance with Section 11.4 of this Plan, including with respect to, but not limit to, the Administrative Claims asserted by the Village of Gilberts (subject to Section 16.18 of this Plan).

~~(e)~~(e) The Confirmation Order shall be in form and substance acceptable to the Debtors and shall have been entered by the Bankruptcy Court and shall be a Final Order, and no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

~~(d)~~(f) All relevant transactions set forth in Article VII of this Plan shall have been entered into and all conditions precedent to the consummation thereof shall have been satisfied.

~~(e)~~(g) Any order necessary to satisfy any condition to the effectiveness of the Plan shall have become a Final Order and all documents provided for under the Plan shall have been executed and delivered by the parties thereto.

12.3 Waiver of Conditions. The conditions set forth in Sections 12.1 and 12.2(e), (f) and (g) of this Plan may be waived, in whole or in part, by the Debtors with the consent of the Creditors' Committee, which consent shall not be unreasonably withheld, without notice or a hearing. The conditions set forth in Sections 12.2(a), (b), (c) and (d) cannot be waived by the Debtors. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Debtors in their reasonable discretion based on the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

ARTICLE XIII

LIQUIDATION TRUST

13.1 Appointment of Liquidation Trust Administrator.

(a) The Liquidation Trust Administrator for the Liquidation Trust shall be designated by the Debtors and the Creditors' Committee. At least seven (7) days prior to the Voting Deadline, the Debtors and the Creditors' Committee shall file with the Bankruptcy Court a notice designating the Person who it has selected as Liquidation Trust Administrator; provided, however, that if and to the extent the Debtors and the Creditors' Committee fail to file such notice or otherwise give notice of the designation of the Person they have selected as Liquidation Trust Administrator prior to or at the Confirmation Hearing, the Debtors shall designate the Liquidation Trust Administrator by announcing the identity of such Person at the Confirmation Hearing. The Person designated as Liquidation Trust Administrator shall file with the Bankruptcy Court prior to the Confirmation Hearing an affidavit demonstrating such Person's qualifications to serve as the Liquidation Trust Administrator. The Person so designated by the Debtors and the Creditors' Committee shall become the Liquidation Trust Administrator upon the Bankruptcy Court entering an order approving the Liquidation Trust Administrator

designated by the Debtors and the Creditors' Committee after consideration of the same and any objections thereto at the Confirmation Hearing (which such order may be the Confirmation Order).

(b) The Liquidation Trust Administrator shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Liquidation Trust Agreement and Article X of this Plan and shall be entitled to reasonable compensation as set forth therein without further application to or order of the Bankruptcy Court. Additionally, to the extent any property or other assets are not transferred to the Liquidation Trust, but rather, remain in the Debtors' Estates, the Liquidation Trust Administrator, as more fully set forth in the Liquidation Trust Agreement, shall have all necessary authority to take whatever actions are necessary to sell, transfer, abandon or otherwise dispose of such property and any necessary actions related thereto; provided, however, that, the Liquidation Trust Administrator, upon the Effective Date, shall forever be discharged from, and shall not be responsible for, any and all duties and obligations in connection with maintaining or preserving any such property or assets that remain in the Debtors' Estates.

13.2 Assignment of Liquidation Trust Assets to the Liquidation Trust. On the Effective Date, the Debtors shall transfer and shall be deemed to have transferred to the Liquidation Trust, for and on behalf of the beneficiaries of the Liquidation Trust, the Liquidation Trust Assets including the Liquidation Trust Claims.

13.3 The Liquidation Trust.

(a) Without any further action of the directors, officers or shareholders of the Debtors, on the Effective Date, the Liquidation Trust Agreement, substantially in the form of Exhibit C to this Plan, shall become effective. The Liquidation Trust Administrator shall accept the Liquidation Trust and sign the Liquidation Trust Agreement on that date and the Liquidation Trust will then be deemed created and effective.

(b) Interests in the Liquidation Trust shall be uncertificated and shall be non-transferable except upon death of the interest holder or by operation of law. Holders of interests in the Liquidation Trust shall have no voting rights with respect to such interests. The Liquidation Trust shall have a term of two (2) years from the Effective Date, without prejudice to the rights of the Liquidation Trust Administrator, subject to the consent of the Liquidation Trust Advisory Board, to extend such term conditioned upon the Liquidation Trust's not then becoming subject to the Exchange Act. The terms of the Liquidation Trust may be amended by the Debtors prior to the Effective Date and, subject to the consent of the Liquidation Trust Advisory Board, which consent shall not be unreasonably withheld, by the Liquidation Trust Administrator after the Effective Date to the extent necessary to ensure that the Liquidation Trust will not become subject to the Exchange Act.

(c) The Liquidation Trust Administrator shall have full authority to take any steps necessary to administer the Liquidation Trust Agreement, including, without limitation, the duty and obligation to liquidate Liquidation Trust Assets, to make distributions to the holders of Claims entitled to distributions from the Liquidation Trust and, if authorized by majority vote of those members of the Liquidation Trust Advisory Board authorized to vote, to pursue and

settle Liquidation Trust Claims. Upon such assignments (which, as stated above, shall be transferred on the Effective Date), the Liquidation Trust Administrator, on behalf of the Liquidation Trust, shall assume and be responsible for all of the Debtors' responsibilities, duties and obligations with respect to the subject matter of such assignments, and the Debtors and the Disbursing Agent shall have no other further rights or obligations with respect thereto.

(d) The Liquidation Trust Administrator shall take such steps as it deems necessary (having first obtained such approvals from the Liquidation Trust Advisory Board as may be necessary, if any) to reduce the Liquidation Trust Assets to Cash to make distributions required hereunder, provided, that, the Liquidation Trust Administrator's actions with respect to disposition of the Liquidation Trust Assets should be taken in such a manner so as reasonably to maximize the value of the Liquidation Trust Assets.

(e) Subject to the distribution provisions of Section 13.5 herein, all costs and expenses associated with the administration of the Liquidation Trust, including allowed fees and expenses of the Liquidation Trust Professionals (defined below) (collectively, such expenses, the "Liquidation Trust Expenses") shall be the responsibility of and paid by the Liquidation Trust first from initial funding to be provided by the Debtors in the amount of \$200,000 (the "Initial Funding") and then to the extent that the Initial Funding is exhausted by the Liquidation Trust, from the Liquidation Trust Recoveries, to the extent necessary. Notwithstanding the foregoing, the Debtors shall cooperate with the Liquidation Trust Administrator in pursuing such Liquidation Trust Recoveries and shall afford reasonable access during normal business hours, upon reasonable notice, to personnel and books and records of the Debtors to representatives of the Liquidation Trust to enable the Liquidation Trust Administrator to perform the Liquidation Trust Administrator's tasks under the Liquidation Trust Agreement and this Plan.

(f) The Liquidation Trust Administrator may retain such law firms, accounting firms, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as it may deem necessary (collectively, the "Liquidation Trust Professionals"), in its sole discretion, to aid in the performance of its responsibilities pursuant to the terms of this Plan including, without limitation, the liquidation and distribution of Liquidation Trust Assets. The Liquidation Trust Professionals shall continue to prepare monthly statements in the same manner and in the same detail as required pursuant to the Professional Fee Order, and the Liquidation Trust Professionals shall serve such statements on each member of the Liquidation Trust Advisory Board. In the event two or more members of the Liquidation Trust Advisory Board object to the reasonableness of such fees and expenses, the matter shall be submitted to the Bankruptcy Court for approval of the reasonableness of such fees and expenses.

(g) The Liquidation Trust Administrator shall be responsible for filing all federal, state and local tax returns for the Liquidation Trust. The Liquidation Trust Administrator shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions made by the Liquidation Trust Administrator shall be subject to any such withholding and reporting requirements. The Liquidation Trust Administrator shall make available to holders of interests in the Liquidation Trust copies of annual, audited financial statements.

13.4 The Liquidation Trust Advisory Board.

(a) The Trust Advisory Board shall be composed of ~~three (3)~~two (2) members. The Creditors' Committee shall designate ~~two (2) members~~one (1) member and the Debtors shall designate ~~the remaining~~ one (1) member. On or before the date that is seven (7) days prior to the Voting Deadline, such parties shall file with the Bankruptcy Court a notice of the identities of such members and serve such notice on each other; provided, however, that if and to the extent the Debtors and/or the Creditors' Committee fail to file such notice or otherwise give notice of the identities of such members prior to or at the Confirmation Hearing, the Debtors shall designate the members of the Liquidation Trust Advisory Board by announcing their identities at the Confirmation Hearing. The Liquidation Trust Advisory Board shall adopt such bylaws as it may deem appropriate. The Liquidation Trust Administrator shall consult regularly with the Liquidation Trust Advisory Board when carrying out the purpose and intent of the Liquidation Trust. Members of the Liquidation Trust Advisory Board shall be entitled to compensation in accordance with the Liquidation Trust Agreement and to reimbursement of the reasonable and necessary expenses incurred by them in carrying out the purpose of the Liquidation Trust Advisory Board, without further application to or order of the Bankruptcy Court. Reimbursement of the reasonable and necessary expenses of the members of the Liquidation Trust Advisory Board and their compensation to the extent provided for in the Liquidation Trust Agreement shall be payable by the Liquidation Trust.

(b) In the case of an inability or unwillingness of any member of the Liquidation Trust Advisory Board to serve, such member shall be replaced by designation of the remaining members of the Liquidation Trust Advisory Board. If any position on the Liquidation Trust Advisory Board remains vacant for more than thirty (30) days, such vacancy shall be filled within fifteen (15) days thereafter by the designation of the Liquidation Trust Administrator without the requirement of a vote by the other members of the Liquidation Trust Advisory Board.

(c) Upon the certification by the Liquidation Trust Administrator that all assets transferred into Liquidation Trust have been distributed, abandoned or otherwise disposed of, the members of the Liquidation Trust Advisory Board shall resign their positions, whereupon they shall be discharged from further duties and responsibilities.

(d) The Liquidation Trust Advisory Board may, by majority vote, approve all settlements of Liquidation Trust Claims which the Liquidation Trust Administrator may propose, subject to Bankruptcy Court approval of such settlements after notice and a hearing, provided, however, that the Liquidation Trust Administrator may seek Bankruptcy Court approval of a settlement of a Liquidation Trust Claim if the Liquidation Trust Advisory Board fails to act on a proposed settlement of such Liquidation Trust Claim within thirty (30) days of receiving notice of such proposed settlement by the Liquidation Trust Administrator.

(e) The Liquidation Trust Advisory Board may, by majority vote, authorize the Liquidation Trust Administrator to invest the corpus of the Liquidation Trust in prudent investments other than those described in section 345 of the Bankruptcy Code.

(f) The Liquidation Trust Advisory Board may remove the Liquidation Trust Administrator in the event of gross negligence or willful misconduct. In the event the requisite approval is not obtained, the Liquidation Trust Administrator may be removed by the Bankruptcy Court for cause shown. In the event of the resignation or removal of the Liquidation Trust Administrator, the Liquidation Trust Advisory Board shall, by majority vote, designate a person to serve as successor Liquidation Trust Administrator.

(g) The Liquidation Trust Advisory Board shall require a fidelity bond from the Liquidation Trust Administrator in such reasonable amount as may be agreed to by majority vote of the Liquidation Trust Advisory Board.

(h) The Liquidation Trust Advisory Board shall govern its proceedings through the adoption of bylaws, which the Liquidation Trust Advisory Board may adopt by majority vote. No provision of such bylaws shall supersede any express provision of the Plan.

13.5 Distributions of Liquidation Trust Recoveries. The Liquidation Trust Administrator shall make distributions of Liquidation Trust Recoveries as follows: first, to pay the Liquidation Trust Expenses; second, to repay amounts, if any, borrowed by the Liquidation Trust Administrator in accordance with the Liquidation Trust Agreement; third, distributions to Holders of Allowed General Unsecured Claims and to pay Deferred Professional Fees (to be distributed Pro Rata, with Holders of Allowed General Unsecured Claims to receive 80% of all of the Liquidation Trust Plan Distribution Property and Professional Fees Claimants to receive 20% of the Liquidation Trust Plan Distribution Property until all Allowed Deferred Professional Fees are paid in full); and fourth, subject to Sections 5.2(a) and 14.2 herein, to Holders of Allowed General Unsecured Claims and any other Claimholders entitled to receive distributions from the Liquidation Trust as required by this Plan. The Liquidation Trust Administrator shall make distributions of Liquidation Trust Recoveries to Claimholders entitled to receive distributions from the Liquidation Trust at least semi-annually beginning with a calendar quarter that is not later than the end of the second calendar quarter after the Effective Date; provided, however, that, the Liquidation Trust Administrator shall not be required to make any such semi-annual distribution in the event that the aggregate amount of Liquidation Trust Recoveries available for distribution to such Claimholders is not sufficient, in the Liquidation Trust Administrator's discretion (after consultation with the Liquidation Trust Advisory Board) to distribute monies to such Claimholders. From time to time, but no less frequently than quarterly, the Liquidation Trust Administrator, in consultation with the Liquidation Trust Advisory Board, shall estimate the amount of Liquidation Trust Recoveries required to pay then outstanding and reasonably anticipated Liquidation Trust Expenses. The Cash portion of Liquidation Trust Recoveries in excess of such actual and estimated Liquidation Trust Expenses shall be made available for distribution to Claimholders in the amounts, on the dates and subject to the other terms and conditions provided in this Plan. The Liquidation Trust Administrator will make continuing efforts to dispose of the Liquidation Trust Assets, make timely distributions, and not unduly prolong the duration of the Liquidation Trust.

ARTICLE XIV

EFFECT OF PLAN CONFIRMATION ON CLAIMS AND INTERESTS

14.1 No Discharge of Claims Against Debtors. Pursuant to section 1141(d)(3) of the Bankruptcy Code, Confirmation will not discharge Claims against the Debtors; provided, however, that ~~no Holder~~ Holders of ~~a Claim~~ Claims against ~~any Debtor may, on account of such Claim, seek~~ the Debtors are preliminarily enjoined from seeking or ~~receive~~ receiving any payment or other distribution from, or ~~seek~~ seeking recourse against, ~~any Debtor, their respective successors~~ the Liquidation Trust or ~~their respective~~ any of its property, ~~except as expressly on account of such Claims, provided that (a) nothing contained herein shall preclude such Holders from exercising their rights pursuant to and consistent with the terms of the Plan and (b) the preliminary injunction of actions against the Liquidation Trust and its property shall be dissolved and terminate one (1) day following the dissolution of the Liquidation Trust and the completion and winding-up of its affairs.~~

14.2 Subordination Rights and Settlement of Related Claims and Controversies. The classification and manner of satisfying all Claims and Interests under the Plan take into consideration all subordination rights, arising under section 510 of the Bankruptcy Code, or otherwise. Except as otherwise provided in this Plan, all such subordination rights that a Holder of a Claim or Interest may have with respect to any distribution to be made pursuant to the Plan will be cancelled and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan to Holders of Allowed Claims or Allowed Interests will not be subject to payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights. Nothing in this Section shall be deemed to release the rights, if any, that the Debtors, the Creditors' Committee, or any creditor may have to seek to equitably subordinate any Claim pursuant to section 510 of the Bankruptcy Code or otherwise.

In exchange for the releases given to the Released Lenders in this Article XIV, the Released Lenders have agreed that the Subordinated Recoveries, to which the Released Lenders would otherwise be entitled, shall be distributed to the Holders of Allowed General Unsecured Claims who are not Prepetition Lenders until the recovery to Holders of Allowed General Unsecured Claims who are not Prepetition Lenders equals the Subordination Redistribution Threshold; provided, that, the Subordinated Recoveries of RFC may, at the election of RFC, be subordinated to the Holders of Allowed General Unsecured Claims on such other terms and conditions, if any, agreed to in or pursuant to the Plan by the Debtors and any other Released Lender that is a Holder of more than \$10 million of Allowed General Unsecured Claims. After the Subordination Redistribution Threshold is met, amounts distributed to all Holders of Allowed General Unsecured Claims shall be on the Pro Rata basis described in Section 5.2 herein.

14.3 IndyMac Settlement. ~~The~~ As of the Confirmation Hearing, the Debtors remain in possession of the IndyMac Collateral, the ComEd Sale Proceeds and the Farm Lease Proceeds. During these Chapter 11 Cases, the Debtors have been engaged in extensive

negotiations with IndyMac regarding the disposition of the IndyMac Collateral and the parties' respective claims with respect to the ComEd Sale Proceeds and the Farm Lease Proceeds. In connection with the full and final resolution of these claims and disputes, as well as any and all other claims and disputes, and in lieu of the treatment of the IndyMac Secured Claims described in Section 5.1(f) herein of this Plan, the Debtors and IndyMac have agreed as follows (the "IndyMac Settlement"):

(a) On the Effective Date, the amount of the ~~Plan, the~~ ComEd Sale Proceeds and the Farm Lease Proceeds, totaling approximately \$390,000, in excess of the Retained Proceeds (defined in Section 16.17(f) of this Plan) shall be split equally between the Debtors and IndyMac. ~~On and after the Effective Date (to the extent applicable), the Debtors will~~ The Debtors and IndyMac split equally Retained Proceeds, if any, that either party is ultimately entitled to receive. During the Holding Period (defined in Section 14.3(c) below), the Debtors shall execute all farm lease agreements (the "Post-Effective Date Farm Leases"), if any, with respect to the IndyMac Collateral at the direction of IndyMac and all proceeds received after the Effective Date with respect to the Post Effective Date Farm Leases shall be released to IndyMac.

(b) On the Effective Date ~~of the Plan~~, and if the IndyMac Settlement is approved in the Confirmation Order, the Debtors shall be deemed to have waived any 506(c) claims, whether preserved under this Plan or otherwise.

(c) The IndyMac Collateral shall be retained in the ~~Debtors~~ Debtors' Estates for up to 90 days after the Effective Date, or such longer period of time as provided herein (the "Holding Period"). At the expiration of the Holding Period, ~~(a)~~ IndyMac shall either immediately accept the transfer (or its designee shall accept the transfer) of all of the IndyMac Collateral, subject to all valid and enforceable Claims, including but not limited to, all Liens, if any, senior to the IndyMac Secured Claims, ~~in full satisfaction of all IndyMac's Secured Claims, against the Debtors, and the Liquidation Trust as its successor, personally (but not against the IndyMac Collateral or (b) any non-Debtor party), or (ii)~~ the IndyMac Secured Claims shall automatically be deemed discharged released by IndyMac with respect to all of the IndyMac Collateral, ~~but which shall remain~~ subject to all other valid and enforceable Claims, if any, of parties other than IndyMac (the "IndyMac Release Event").

(d) The transfer of the IndyMac Collateral ~~pursuant to clause (a) above~~ IndyMac during or at the expiration of the Holding Period pursuant to Section 14.3(c)(i) shall be pursuant to transfer documentation ~~(substantially in the form of the limited warranty deed attached to the Plan as Exhibit D)~~ reasonably satisfactory to the Debtors and IndyMac. Upon, including, without limitation, (i) one or more deeds substantially in the discharge form of the special warranty deed attached to the Plan as Exhibit F (the "Form of IndyMac Secured Claims Deed"), (ii) such assignments of rights, including but not limited to rights arising pursuant to clause (b) above, all leases or a portion of the contracts, as IndyMac Collateral may be transferred reasonably request (but only to the extent that such rights are either (A) IndyMac Collateral or (B) in rem or run with land that is IndyMac Collateral and are otherwise transferable pursuant to applicable nonbankruptcy law), and (iii) such other documents consistent with the Plan and the Form of IndyMac Deed that are necessary or desirable to more

fully effect and facilitate the transfer of the Debtor's rights, title and interests in the IndyMac Collateral in accordance with the Plan (which assignment(s) and other documents shall in no case require any assumption of Debtor's liabilities by IndyMac or its affiliates, except as otherwise provided in Section 16.17 of this Plan). In the event that the IndyMac Release Event occurs, the Debtors may transfer all or a portion of the IndyMac Collateral to the Liquidation Trust at the election of the Liquidating Trustee. During the Holding Period, IndyMac shall be solely responsible for all costs and expenses with respect to preserving and maintaining the IndyMac Collateral, it being understood that the Debtors shall bear no costs or expenses whatsoever with respect to the IndyMac Collateral during the Holding Period. Liquidation Trust Administrator subject to the Potential Rights and Burdens (defined in Section 16.17(a) of this Plan), if any.

(e) The Debtors shall not bear any costs or expenses arising during the Holding Period with respect to the IndyMac Collateral; all costs and expenses with respect to preserving and maintaining the IndyMac Collateral during the Holding Period shall be the sole responsibility of IndyMac or its designee; provided that the Plan does not and shall not be deemed to create an independent obligation upon either IndyMac or its designee to make any payment to any party with respect to such costs and expenses. The Holding Period shall terminate 90 days after the Effective Date, provided that, if, pursuant to the terms of this agreement, IndyMac remits an extension payment of ~~(xi)~~ \$50,000 within 70 days after the Effective Date, the Holding Period shall be extended by 90 additional days (i.e., 180 days after the Effective Date), ~~(yii)~~ \$100,000 within 20 days prior to the expiration of the 90-day extension period referred to in clause ~~(xi)~~, the Holding Period shall be extended by and additional 90 days (i.e., 270 days after the Effective Date), and ~~(zii)~~ \$250,000 within 20 days prior to the expiration of the 90-day extension period referred to in clause ~~(yii)~~, the Holding Period shall be extended by 90 additional days (i.e., 360 days after the Effective Date). Failure to remit any of the foregoing payments within the respective time periods referred to herein shall result in the ~~immediate~~ termination of the Holding Period at the end of the then current Holding Period, without further extension. On or before 20 days prior to the expiration of each 90-day extension period described in ~~(x)-(z) clauses 14.3(e)(i)-(iii)~~ above, IndyMac shall inform the Debtors (and the Liquidation Trustee as the case may be) in writing of whether IndyMac shall extend the Holding Period (and remit to the Debtors along with such written notice of extension(s) the amounts described ~~in (x)-(z) clauses 14.3(e)(i)-(iii)~~ above), or terminate the Holding Period. Included with any such notice of termination, IndyMac shall advise the Debtors that it either elects to accept the IndyMac Collateral on the terms and conditions described herein, or otherwise refuses to accept the transfer of the IndyMac Collateral.

(f) IndyMac shall have an Allowed Deficiency Claim in the amount of \$30 million (irrespective of whether the IndyMac Settlement is approved and effectuated).

(g) IndyMac shall be deemed a Released Lender and afforded the releases set forth in Article XIV herein and its Deficiency Claims subordinated in accordance with Section 14.2 above.

(h) In accordance with the other provisions of this Plan, all of the Liens, security interests, and other encumbrances of, and all duties, obligations and liabilities created by,

(i) the mortgages encumbering the IndyMac Collateral and (ii) the other IndyMac loan documents that secure or otherwise govern the indebtedness secured by the IndyMac Collateral, are hereby ratified and reaffirmed; provided, however, that after the Effective Date, IndyMac shall not have any recourse against the Debtors (or the Liquidation Trust, as Debtors' successor) under any of the IndyMac loan documents, and all such recourse shall be limited to, and may be enforced against only the IndyMac Collateral or other non-Debtor parties (except that IndyMac may name the Debtors (and/or the Liquidation Trust, as Debtors' successor) in any actions pertaining to the IndyMac Collateral, provided that the Debtors (or the Liquidation Trust, as Debtors' successor) shall not have any personal liability for any judgments obtained in such actions and such judgments, if any, shall not be enforced or enforceable against the Debtors (or the Liquidation Trust, as Debtors' successor)). Notwithstanding the forgoing provisions of this Section 14.3(h), in the event that the IndyMac Release Event occurs, any and all of the liens, security interests, other encumbrances, duties, obligations and liabilities described in the first sentence of this Section 14.3(h) shall immediately be released and be deemed released. Nothing set forth in this Section 14.3(h) is intended to or shall be deemed to supersede the other provisions of this Plan, including but not limited to Section 14.3(c), as this Section 14.3(h) is merely intended to further clarify the purpose and intent of the Plan provisions with respect to the IndyMac Settlement, and, in connection with the foregoing, but not in limitation thereof, the release of personal liability of the Debtors (and the Liquidation Trust, as Debtors' successor) under the IndyMac loan documents is not intended to release or otherwise affect any of the Debtors' (or the Liquidation Trust's) duties, obligations or liabilities set forth in this Plan.

(i) In the event of inconsistency between any of the provisions of this Section 14.3 and any of the provisions of Section 5.1(f) above, the provisions of this Section 14.3 shall govern and control.

14.4 Exculpation and Limitation of Liability. The Released Parties, shall not have or incur, and are hereby released from, any claim, obligation, Cause of Action or liability to one another or to any Holder of any Claim or Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, or arising out of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan except for their gross negligence or willful misconduct and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Notwithstanding any other provision of this Plan, no Claim Holder or Interest Holder, or other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the Released Parties for any act or omission in connection with, relating to or arising out of the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan except for their gross negligence or willful misconduct.

14.5 Indemnification Obligations. In satisfaction and compromise of any obligations or rights of any of the Indemnitees' Indemnification Rights, (a) all Indemnification

Rights except (i) all Indemnification Rights of an Indemnitee who is also a Released Party and (ii) those based solely upon any act or omission arising out of or relating to any Indemnitee's service with, for or on behalf of a Debtor on or after the Petition Dates (collectively, the "Continuing Indemnification Rights"), shall be released and terminated on and as of the Effective Date.

14.6 Releases by Debtors and Debtors-in-Possession.

(a) Pursuant to section 1123(b)(3) of the Bankruptcy Code, effective as of the Effective Date, each Debtor, in its individual capacity and as a Debtor-in-Possession, for and on behalf of its Estate and any successor thereto, shall release and forever unconditionally release the Released Parties (including the Released KPN Claims) for and from any and all claims or Causes of Action existing as of the Effective Date in any manner arising from, based on or relating to, in whole or in part, the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest, the business or contractual arrangements between any Debtor or any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, or any act, omission, occurrence or event in any manner related to any such Claims, Interest, restructuring or the Chapter 11 Cases.

(b) Debtors' Release Pursuant to the KPN Settlement Agreement. For the avoidance of doubt, pursuant to the KPN Settlement Agreement and this Plan, each of the Debtors, on their behalf and on behalf of all the Debtors' bankruptcy estates, and each of their attorneys, shareholders, employees, consultants, members, officers, directors, parents, subsidiaries, predecessors, successors, affiliates, assigns, professionals and agents, the Liquidation Trust and the Liquidation Trust Administrator (collectively, the "Estate Releasers"), shall be deemed to have irrevocably and unconditionally waived and forever released, acquitted, forever discharged, and covenanted not to sue any of the KPN Entities and each of their past and present, family members, attorneys, shareholders, employees, consultants, members, officers, directors, parents, subsidiaries, predecessors, successors, affiliates, professionals and agents (collectively, the "KPN Releasees"), from any and all claims, demands, liabilities, liens, losses, damages, expenses, costs, obligations, reimbursements, and causes of action of any and every kind, character or nature whatsoever, in law or in equity, tort or contract, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any or all of the Estate Releasers, have or may have or claim to have, now or in the future, against any of the KPN Releasees with respect to all matters from the beginning of time to the effective date of the KPN Settlement Agreement, including but not limited to, claims and matters related to, or connected to, the Debtors and their bankruptcy estates, the Creditors' Committee, the KPN Actions, and all claims and counterclaims that could have been asserted in the Chapter 11 Cases or any other action, specifically including but not limited to any and all causes of action against the KPN Entities pursuant to Chapter 5 of the Bankruptcy Code.

(c) No provision of this Plan or of the Confirmation Order, including without limitation, any release or exculpation provision, shall modify, release or otherwise limit the liability of any Person not specifically released hereunder, including without limitation, any Person that is a co-obligor or joint tortfeasor of a Released Party or that otherwise is liable under theories of vicarious or other derivative liability.

14.7 Release by Holders of Claims, Parties in Interest and Other Persons. **On the Effective Date all Persons voting to accept the Plan, and all creditors, Holders of Claims, parties-in-interest, and other Persons (each, a “Release Obligor”) to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, in consideration for the obligations of the Debtors under the Plan, the obligations of the KPN Entities under the KPN Settlement Agreement, the obligations of the GMAC Parties under the GMAC Settlement, and the Cash and other contracts, instruments, releases, agreements or documents to be delivered in connection with the Plan, that has held, holds or may hold a Claim or Cause of Action related to the Chapter 11 Cases or the Debtors’ businesses, transactions, or financial affairs, as applicable shall have conclusively, absolutely, unconditionally, irrevocably and forever, released each Released Party from any such Claim or Cause of Action existing as of the Effective Date arising from, based on or relating to, in whole or in part, the subject matter of, or the transactions or events giving rise to, such Claim or Cause of Action of such Release Obligor, and any act, omission, occurrence or event in any manner related to such subject matter, transaction or obligation; provided, however, that this Section 14.67 shall not release any Released Party from any Cause of Action existing as of the Effective Date, based solely on (i) the Internal Revenue Code or other domestic state, city or municipal tax code, (ii) the environmental laws of the United States or any domestic state, city or municipality, (iii) any criminal laws of the United States or any domestic state, city or municipality, (iv) the Securities Exchange Act of 1934, as now in effect or hereafter amended, the Securities Act of 1933, as now in effect or hereafter amended, or other securities laws of the United States or any domestic state, city, or municipality, or (v) Sections 1104-1109 and 1342(d) of the Employee Retirement Income Security Act of 1974, as amended.**

14.8 Injunction. The satisfactions and releases contained in this Article XIV of this Plan, excluding the preliminary injunction set forth in Section 14.1, shall also act as a permanent injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset or recover any Claim or Cause of Action satisfied or released under this Plan to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof; provided that, subject to Section 16.14 of this Plan, this Section 14.8 shall not enjoin foreclosure or other actions or proceedings by the Village of Gilberts against the IndyMac Collateral to enforce its rights, if an, in accordance with applicable law.

14.9 Lift Stay Orders; Reservation of Rights.

(a) The Debtors have entered into certain stipulations and agreed orders with the Village of Antioch and the Village of Wonder Lake and Fidelity and Deposit Company of Maryland (“F&D”), including the Clublands Lift Stay Order, the NeuHaven Lift Stay Order and the Wonder Lake Lift Stay Order (collectively for purposes of this paragraph, the “Lift Stay Orders”).— The Lift Stay Orders shall remain in full force and effect and nothing in this Plan shall impact or otherwise modify the rights and remedies of the Debtors, the Village of Antioch and the Village of Wonder Lake and F&D as set forth in the Lift Stay Orders. Furthermore, nothing in this Plan adversely impacts or otherwise modifies the rights and remedies of the

Village of Antioch, the Village of Wonder Lake, or F&D and any other surety, including Lexon Insurance Company, under any surety bond provided by the Debtors with respect to the construction of Public Improvements, including the Water Treatment Plant in the Village of Antioch, for or on behalf of the Village of Antioch or the Village of Wonder Lake, provided, however, that the Debtors' actual performance of such obligations that are within the scope of such surety bonds shall be excused and all non-Debtor parties shall be enjoined from enforcing performance of such bonded obligations against the Debtors.

(b) Nothing in the Plan shall release, impact or otherwise modify the rights, remedies, claims, defenses or other benefits or burdens of the Village of Antioch, of the SSA-1 Indenture Trustee or of any entity holding an interest in the property which is the subject of the SSA-1 Bonds with respect to any obligation, claim or lien, whether now existing or arising in the future, with respect to taxes levied by the Village of Antioch, on land within the area designated as Special Service Area Number 1, including, without limitation, the amount, validity or priority of past, existing or future Special Service Area Number 1 taxes or the liens of such Special Service Area Number 1 taxes; provided that (i) the Village of Antioch shall not seek to compel the Debtors to pay, any post-Effective Date Special Service Area Number 1 taxes, and (ii) the Village of Antioch's Administrative Claims against the Debtors with respect to Special Service Area Number 1 taxes shall be satisfied solely by, and the only source for payment of such Administrative Claims shall be, the Village of Antioch's liens, claims and encumbrances on real property within Special Service Area Number 1 that is property of the Debtors' Estate as of the Confirmation Date; provided, however, that such agreements by the Village of Antioch shall not be deemed or construed in any way to be, a waiver or release, of any of its rights with respect to Special Service Area Number 1 taxes; and provided further that nothing in the Plan shall prevent the Village of Antioch from seeking to foreclose upon any real property remaining in the Debtors' Estates after the expiration of the automatic stay in accordance with Section 16.14 of this Plan. No failure to exercise and no delay in exercising, on the part of the Village of Antioch, any right, remedy, power or privilege with respect to the Special Service Area Number 1 taxes shall operate as a waiver thereof. Except for the Debtors, the Liquidation Trust and the Village of Antioch, no person is intended to be a beneficiary of, and no other person shall be authorized to rely upon the contents of, this Section 14.9(b).

ARTICLE XV

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

(b) Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan for periods ending on or before the Effective Date;

(c) Resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(d) Resolve any matters relating to the pre- and post-confirmation sales of the Debtors' assets, including, without limitation, the Debtors' owned real property;

(e) Enforce, implement or clarify all orders, judgments, injunctions, and rulings entered by the Bankruptcy Court;

(f) Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

(g) Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

(h) Enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases and other agreements or documents created in connection with this Plan, the Disclosure Statement or the Confirmation Order;

(i) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of this Plan or any contract, instrument, release or other agreement or document that is executed or created pursuant to this Plan, or any entity's rights arising from or obligations incurred in connection with this Plan or such documents;

(j) Modify this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate this Plan;

(k) Hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 330, 331, 503(b), 1103 and 1129(c)(9) of the Bankruptcy Code, provided, however, that from and after the Effective Date the payment of fees and expenses of the Debtors shall be made as set forth in Article XI of this Plan.

(l) Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of this Plan or the Confirmation Order;

(m) Hear and determine the Causes of Action by or on behalf of the Debtors;

(n) Hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(o) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to this Plan are enjoined or stayed;

(p) Determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order;

(q) Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

(r) Hear and determine all matters related to (i) the property of the Estates from and after the Confirmation Date, (ii) the winding up of the Debtors' affairs and (iii) the activities of the Debtors, including (A) challenges to or approvals of the Debtors' activities, (B) resignation, incapacity or removal of the Liquidation Trust Administrator and selection of a successor Liquidation Trust Administrator, (C) reporting by, termination of and accounting by the Debtors and (D) release of the Liquidation Trust Administrator from its duties;

(s) Hear and determine disputes with respect to compensation of the Debtors' Professionals;

(t) Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code;

(u) Adjudicate any and all Causes of Action, adversary proceedings, applications and contested matters that have been or hereafter are commenced or maintained in or in connection with the Chapter 11 Cases or this Plan, including, without limitation, any adversary proceeding or contested matter, proceedings to adjudicate the allowance of Disputed Claims, and all controversies and issues arising from or relating to any of the foregoing;

(v) Hear and determine all matters involving Claims or Causes of Action involving any of the Debtors or their property;

(w) Hear and determine all matters relating to the enforcement and interpretation of Section 14.6 of this Plan; and

(x) Enter an order closing the Chapter 11 Cases.

Notwithstanding anything contained herein to the contrary, the Bankruptcy Court retains exclusive jurisdiction to hear and determine disputes concerning (i) Claims or (ii) Causes of Action and any motions to compromise or settle such disputes. Despite the foregoing, if the Bankruptcy Court is determined not to have jurisdiction with respect to the foregoing, or if the Debtors choose to pursue any Claim or Cause of Action (as applicable) in another court of competent jurisdiction, the Debtors will have authority to bring such action in any other court of competent jurisdiction.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1 Binding Effect. This Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, other parties in interest and their respective successors and assigns as of the entry of the Confirmation Order.

16.2 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28, United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on, or as soon as reasonably practicable after, the Effective Date, and neither the Debtors, nor their Estates shall thereafter be liable for the payment of any additional fees under 28 U.S.C. § 1930.

16.3 Amendment or Modification of this Plan. Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123 and 1125 of the Bankruptcy Code, alterations, amendments or modifications of this Plan or Exhibits thereto may be proposed in writing by the Debtors at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan. A Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim or Interest of such Holder. Should the Plan be modified, amended or otherwise changed, pursuant to 11 U.S.C. § 1127 or otherwise, in a manner that adversely impacts the KPN Entities or the KPN Settlement Agreement, following the entry of the Confirmation Order without the express, written consent of KPN (on behalf of the KPN Entities), the Debtors or any successor to the Debtors (specifically including any liquidating trust, liquidating trustee, liquidating trust administrator, Reorganized Debtor(s) or other individual or entity established or appointed in the Plan, including any modification to the Plan, to manage the Debtors' affairs or administer the Debtors' assets) shall provide notice of any proposed modification, amendment, or change to the Plan to KPN's counsel of record in the Chapter 11 Cases or to KPN and his counsel at the addresses listed in Paragraph 17 of the KPN Agreement at least ten (10) days prior to any hearing in the Bankruptcy Court on such proposed modification, amendment, or change to the Plan and shall immediately repay to the KPN Entities the \$500,000 payment specified in Paragraph 10(b) of the KPN Agreement, to the extent of any remaining amounts thereof. Additionally, should the Debtors or any successor thereto seek to modify, amend, or otherwise change the Plan, pursuant to 11 U.S.C. § 1127 or otherwise, in a manner that alters, conflicts with, or derogates from the terms of the GMAC Settlement, the Debtors shall provide notice thereto to the GMAC Parties in accordance with the notice provisions of the GMAC Settlement

and shall require the written consent of the GMAC Parties to effectuate any such modification, amendment or change.

16.4 Revocation, Withdrawal or Non-Consummation. The Debtors reserve the right to revoke or withdraw this Plan as to any or all of the Debtors prior to the Effective Date and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan as to any or all of the Debtors, or if Confirmation or Consummation as to any or all of the Debtors does not occur, then, with respect to such Debtors, (a) this Plan shall be null and void in all respects, (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of executory contracts or leases affected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void, and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person, (ii) prejudice in any manner the rights of such Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

16.5 Effectuating Documents and Further Transactions. Each of the Debtors is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of this Plan and any notes or securities issued pursuant to this Plan.

16.6 Corporate Action. Prior to, on or after the Effective Date (as appropriate), all matters provided for under this Plan that would otherwise require approval of the stockholders or directors of one (1) or more of the Debtors shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to the applicable general corporation law of the states in which the Debtors are incorporated without any requirement of further action by the stockholders or directors of the Debtors.

16.7 Exemption from Transfer Taxes. Pursuant to section 1146 of the Bankruptcy Code: (a) the creation of any mortgage, deed of trust, lien, pledge, or other security interest; (b) the making or assignment of any lease or sublease; (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any restructuring, disposition, liquidation, or dissolution, deeds, bills of sale, transfers of tangible and intangible property and the transfers, sales, and assignments of the Debtors' owned and leased real property pursuant to this Plan, the GMAC Settlement or otherwise; and (d) any transfers to or from the Debtors, the Liquidation Trust and the Disputed Claims Reserve or otherwise pursuant to this Plan, the GMAC Settlement or otherwise will not be subject to any document recording tax, stamp tax, conveyance fee, personal property tax, real estate transfer tax, intangibles or similar tax, mortgage tax, stamp act, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

16.8 Severability of Plan Provisions. If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, but subject to Section 16.4 of this Plan, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

16.9 Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Debtors, and their respective successors and assigns. The rights, benefits and obligations of any entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such entity.

16.10 Notice. All notices, requests and demands to or upon the Debtors 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:

If to the Debtors:

NEUMANN HOMES, INC.
799 Roosevelt Road, Bldg. 6, Suite 206
Glenn Ellyn, Illinois 60137
Telephone: (630) 942-8551
Facsimile: (630) 942-8573
Attn: Paul Andrews, Chief Restructuring
Officer

with copies to:

Counsel for the Debtors:

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
155 N. Wacker Drive, Suite 2700
Chicago, Illinois 60606
Telephone: (312) 407-0700
Facsimile: (312) 407-0411
Attn: George N. Panagakis
Stephen D. Williamson

If to the Creditors' Committee:

PAUL, HASTINGS, JANOFSKY &
WALKER LLP
191 N. Wacker Drive, 30th Floor
Chicago, Illinois 60606
Telephone: (312) 499-6000
Facsimile: (312) 499-6100
Attn: Gregory Otsuka, Esq.

and

PAUL, HASTINGS, JANOFSKY &
WALKER LLP
75 East 55th Street
New York, New York 10022
Attn: Paul Harner, Esq.

If to the Liquidation Trust Administrator:

JLL Consultants, Inc.
31 Rose Lane
East Rockaway, New York 11518
Telephone: (516) 374-3705
Facsimile: (516) 569-6531
Attn: William Kaye

with copies to:

BRACEWELL & GIULIANI LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Telephone: (713) 221-1236
Facsimile: (713) 437-5331
Attn: Ross D. Kennedy

16.11 Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan and any agreements, documents and instruments executed in connection with this Plan shall be governed by, and construed and enforced in accordance with, the laws of Illinois, without giving effect to the principles of conflicts of law of such jurisdiction.

16.12 Tax Reporting and Compliance. The Debtors, or the Disbursing Agent, as the case may be, shall be authorized to take any and all actions that may be necessary or appropriate to comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all payments and distributions hereunder shall be made subject to such withholding and reporting requirements. All persons or entities holding and reporting Claims or Interests shall be required to provide any information necessary to effect the withholding of such taxes or establish a valid exemption. The Debtors are hereby authorized, on behalf of each of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Dates through, and including, the Effective Date.

16.13 Filing of Additional Documents. On or before substantial consummation of this Plan, the Debtors shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

16.14 Term of Bankruptcy Injunction or Stays. Other than the injunctions established in Article XIV of this Plan, all injunctions or stays provided for in the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect ~~until all property~~ for 90 days after the

Effective Date with such injunctions or stays terminating on the 91st day after the Effective Date with regard to extensions, if any, of the ~~Estates~~ Holding Period (as defined in and may be extended in accordance with Section 14.3(c) of this Plan); provided that the automatic stay shall be deemed lifted on the Effective Date to the extent necessary to permit the Village of Gilberts to fully commence (including appropriate service of process), but not prosecute any further until the automatic stay terminates in accordance with this Section 16.14 of this Plan (or it obtains the affirmative written consent of the Debtors ~~has been distributed and~~ and IndyMac), a foreclosure action in accordance with applicable law (and to the extent of the Village of Gilbert's existing rights, if any, which are neither created nor enlarged by any provision of this Plan) against the IndyMac Collateral to enforce Potential Rights and Burdens, if any, including, if necessary, naming Neumann Homes as a nominal defendant in such action; provided further that any obligation upon the Debtors ~~have been dissolved~~, IndyMac or any other party to take responsive action in such foreclosure action shall be tolled until at least thirty (30) days after the automatic stay terminates in accordance with Section 16.14 of this Plan. The injunctions established in Article XIV of this Plan, other than Section 14.1, are and shall be permanent injunctions; the injunction established in Section 14.1 of this Plan is a preliminary injunction.

16.15 No Waiver or Estoppel. Each Claim Holder or Interest Holder shall be deemed to have waived any right to assert that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors and/or their counsel, the Creditors' Committee and/or its counsel, or any other party, if such agreement was not disclosed in this Plan, the Disclosure Statement or papers filed with the Bankruptcy Court.

16.16 Request for Bankruptcy Court Hearing. Notwithstanding whether or not a matter requires the consultation of the Creditors' Committee under this Plan, the Debtors and the Creditors' Committee shall have the right to request a hearing before the Bankruptcy Court on any and all matters raised in connection with or related to this Plan.

16.17 Reservation of Rights Between and Among IndyMac, the Village of Gilberts, the SSA-19 Indenture Trustee and, to a Limited Extent, the Debtors.

(a) Nothing in the Plan shall release, impact or otherwise modify the rights, remedies, claims, defenses or other benefits or burdens (collectively, the "Potential Rights and Burdens") of any of IndyMac, the Village of Gilberts, the SSA-19 Indenture Trustee, the holders of the SSA-19 Bonds, any entity owning property which is the subject of the SSA-19 Bonds (subject to subsection (g) of this Section 16.17 of the Plan) and, to the extent provided in subsection 16.17(b) below, the Debtors (collectively, the "Interested Parties") against each other with respect to:

(i) the Annexation and Development Agreement between and among the Village of Gilberts, Neumann Homes and other parties (the "Annexation and Development Agreement") as approved by Village of Gilberts Ordinance 05-44 and recorded with Kane County as Document No. 2006K002188, and the Annexation and Development Agreement between the Village of Gilberts and Neumann Homes as approved by Village of Gilberts

Ordinance 06-28 and recorded with Kane County as Document No. 2006K134645 and re-recorded s Document No. 2007K008864 (collectively with the Annexation and Development Agreement the “Annexation and Development Agreements”) or any covenant, condition or restriction of record against the title to any property within the Village of Gilberts, including without limitation any property that has been or is to be transferred or retained by the Debtors’ Estates and any rights pertaining to the assignment of the Annexation and Development Agreements;

(ii) Turnover Rights with respect to any property within the Village of Gilberts;

(iii) the Subdivision Performance Bond (no. 1014338) in the amount of \$1,818,353.00 issued by Lexon Insurance Company or the Subdivision Improvements Performance Bond in the amount of \$3,294,193.00 issued by Platte River Insurance Company regarding improvements in Pod 4 of the Conservancy development in the Village of Gilberts, the Village of Gilbert’s or any other party’s, including IndyMac’s rights, claims or remedies under the bonds or any defenses of Lexon Insurance Company or Platte River Insurance Company;

(iv) any obligation, claim or lien, whether now existing or arising in the future, with respect to (w) special service area taxes on property located within the Village of Gilberts, including without limitation property owned by Kreutzer Road LLC and including, without limitation, Special Service Area Number 19 and Special Service Area Number 20, (x) the Annexation and Development Agreements, the Agreement for Public Improvements between the Village of Gilberts and Neumann Homes, Inc., the Purchase and Sale Agreement dated September 15, 2006 between Neumann Homes Inc. and the Village of Gilberts, the Roadway Project Agreement dated June 8, 2007, between and among the Village of Gilberts, Dundee Consolidated School District No. 300 and Neumann Homes, Inc. and related agreements to which a Debtor or Released Party was a party, (y) the special service area taxes levied by the Village of Gilberts, pursuant to, without limitation, Ordinances No. 06-57 and No. 06-58 adopted December 12, 2006, on land within the area designated as Special Service Area Number 19 (the “Special Service Area 19 Taxes”), or (z) the special service area taxes levied by the Village of Gilberts on land within the area designated as Special Service Area Number 20 (the “Special Service Area 20 Taxes,” collectively with the Special Service Area 19 Taxes, the “Special Service Area Taxes”), including, without limitation, the amount, validity or priority of past, existing or future Special Service Area Taxes or the liens of such Special Service Area Taxes.

Subject to subsection (g) of this Section 16.17 of the Plan, the foregoing documents and other matters, and the Potential Rights and Burdens thereof, shall be collectively referred to as the “Village of Gilberts Matters.”

(b) Notwithstanding the foregoing and anything in the Plan to the contrary, each of the Interested Parties, expressly reserves and retains any and all Potential Rights and Burdens against each other as to the Village of Gilberts Matters. All such Village of Gilberts Matters may be subject to dispute before an appropriate court, administrative body or other tribunal, to the extent permitted under applicable law, by and among any and all of the Interested Parties; provided that matters related to the interpretation, administration or other aspects of the Plan shall be heard and resolved solely by the Bankruptcy Court. Notwithstanding the foregoing, and subject to Section 16.18 of this Plan, the Debtors shall be an “Interested Party” only if an IndyMac Release Event occurs pursuant to Section 14.3(c)(ii) of the Plan or a Release Event regarding IndyMac Collateral within the Village of Gilberts occurs pursuant to Section 5.1(f) of this Plan (in the event that the IndyMac Settlement is not approved).

(c) Notwithstanding anything to the contrary in the Plan, including Section 16.14, the automatic stay is lifted to permit the Village of Gilberts to take all action to enforce its rights under each bond, including, if necessary, naming Neumann Homes as a defendant in any litigation against Lexon Insurance Company or Platte River Insurance Company sureties (and IndyMac may join in such litigation to the extent permitted by or under applicable law or by the appropriate court, administrative body or other tribunal); provided that the terms of the Plan remain in effect with respect to any and all actions to adjudicate, liquidate, collect or enforce any Claims against the Liquidation Trust and any of its property; and provided further that the Debtors’ actual performance of obligations that are within the scope of such bonds shall be excused and all non-Debtor parties shall be enjoined from enforcing performance of such bonded obligations against the Debtors.

(d) The Court has not addressed whether or found that any agreement to which a Debtor is a party concerning property within the Village of Gilberts, including without limitation the Annexation and Development Agreements, or any ordinance, assessment or other document concerning property located within the Village of Gilberts is an Executory Contract or Unexpired Lease. Notwithstanding any other provision of the Plan, nothing in the Plan or earlier order of the Court may be interpreted or construed as a finding that any such agreement, ordinance, assessment or other document could have been or may be rejected or assumed and assigned by the Debtors pursuant to section 365 or any other provision of the Bankruptcy Code, or that any such agreement, ordinance, assessment or other document does or does not run with the land, or that any transferee from a Debtor, including without limitation IndyMac or Guaranty Bank or a designee of IndyMac or Guaranty Bank, is or is not subject to such agreement, ordinance, assessment or other document or any obligation or liability, whether now existing or arising in the future, under such agreement, ordinance, assessment or other document, including without limitation pursuant to paragraph 37 of the Annexation and Development Agreement, with all such matters subject to dispute before an appropriate court, administrative body or other tribunal, to the extent permitted under applicable law. The Debtors’ rights under Article VIII of this Plan are in no way affected by this Section 16.17(d).

(e) Notwithstanding any other provision of the Plan, all Special Service Area Taxes on the IndyMac Collateral located within the Village of Gilberts shall be paid no later than the last date such taxes are due and payable without penalty in accordance with the terms and conditions of applicable acts, ordinances, agreements, reports and documents

governing the Special Service Area Taxes. The preceding sentence in no way limits the obligation to timely pay all Special Service Area Taxes in full regardless of title holder or to pay pre-petition Special Service Area Taxes on the IndyMac Collateral located within the Village of Gilberts plus penalties and interest, nor does such sentence affect any party's rights to contest the validity, priority or enforceability of such taxes, or the amount thereof, subject to and to the extent permitted by applicable law.

(f) Notwithstanding any other provision of the Plan, including without limitation Section 14.3, upon the Effective Date of the Plan, the Debtors shall reserve and retain \$140,000 of the ComEd Sale Proceeds, an agreed upon amount of the Farm Lease Proceeds and, after confirmation of the Plan, an agreed upon portion of any future proceeds of any lease entered into by the Debtors (collectively, the "Retained Proceeds"), with any and all liens, claims, interests, rights and encumbrances, if any, of the Debtors, IndyMac and the Village of Gilberts (collectively, the "Purported Owners") to attach to such Retained Proceeds with the same validity, priority, force and effect which they now have as against the Retained Proceeds, subject to the Potential Rights and Benefits, if any, of the Debtors, their respective Estates, IndyMac or the Village of Gilberts with respect thereto. Such Retained Proceeds shall be disbursed upon agreement of the Purported Owners as to the disbursement of the Retained Proceeds or a determination by the Bankruptcy Court (or such other court of competent jurisdiction if the Bankruptcy Court does not have jurisdiction over such matter) as to the disbursement of such Retained Proceeds; provided that if the Purported Owners cannot reach an agreement within 90 days of entry of the Confirmation Order as to the disbursement of the Retained Proceeds, the Debtors shall file an adversary proceeding in the Bankruptcy Court (or a motion, complaint or other proceeding, as appropriate, in another court of competent jurisdiction if the Bankruptcy Court does not have jurisdiction over such matter) seeking a determination as to the disbursement of such Retained Proceeds. The foregoing is not intended to modify the agreement between Debtors and IndyMac set forth in Section 14.3(a) of the Plan regarding the sharing of any Retained Proceeds, or any amounts in excess of the Retained Proceeds, that either one or both of IndyMac and/or the Debtors are entitled to receive and, upon the Effective Date of the Plan and thereafter upon receipt of same, any and all Retained Proceeds and any ComEd Sale Proceeds, Farm Lease Proceeds or other future proceeds of any lease entered into by the Debtors in excess of the Retained Proceeds shall be subject to the agreements set forth in Section 14.3(a) of the Plan (and the Village of Gilberts will have no interest therein).

(g) Notwithstanding any other provision in this Section 16.17 or Section 16.18, and for the avoidance of doubt, other than preserving (i) any Special Service Area Taxes against real property located within the Village of Gilberts that is owned by Kreutzer Road LLC (the "Kreutzer Road Property"); and (ii) any obligations, claims or liens against Kreutzer Road LLC or the Kreutzer Road Property that may be imposed under any agreements recorded against the Kreutzer Road Property, including the SSA-19 Bonds and the Annexation and Development Agreements to the extent the SSA-19 Bonds and Annexation and Development Agreements are recorded against the Kreutzer Road Property (the "Preserved Kreutzer Road Obligations"), none of the provisions of this Section 16.17 or Section 16.18 of the Plan shall modify, decrease, limit, or otherwise alter or effect the releases and injunctions provided to the KPN Entities in the Plan (including, but not limited to, Sections 14.4, 14.5, 14.6, 14.7 and 14.8 of the Plan), or preserve any claims or causes of action or potential claims or potential causes of action against any of the

KPN Entities that are released or enjoined pursuant to the Plan. Kreutzer Road LLC reserves all of its rights with respect to any Preserved Kreutzer Road Obligations.

16.18 Stipulation and Agreement Regarding Certain of the Village of Gilberts' Claims Against the Debtors. Notwithstanding any provision in the Plan to the contrary, in resolution of the Village of Gilberts' Administrative Claims and post-Effective Date Claims against the Debtors for Special Service Area Taxes, the Debtors and the Village of Gilberts have stipulated and agreed as follows:

(a) Provided that the SSA-19 Indenture Trustee does not contest within twenty one (21) days after the Confirmation Date subsections (b) and (c) of this Section 16.18 of the Plan, upon the occurrence of either an IndyMac Release Event pursuant to Section 14.3(c)(ii) of this Plan or a Release Event regarding IndyMac Collateral within the Village of Gilberts pursuant to Section 5.1(f) of this Plan (in the event that the IndyMac Settlement is not approved), the Debtors shall, upon the Village of Gilberts' request, reasonably cooperate with the Village of Gilberts to expeditiously facilitate (i) the Village of Gilberts' foreclosure upon any property within Special Service Area Number 19 that becomes Released Property as a result of such IndyMac Release Event or Release Event (the "Subject Property"), (ii) the transfer of the Subject Property to the Village of Gilberts or its designee in lieu of foreclosure, or (iii) such other disposition of the Subject Property as may be reasonably agreed upon by the Debtors and the Village of Gilberts or otherwise ordered by the Bankruptcy Court in the event that the parties cannot reach agreement; provided that the Debtors (and the Liquidation Trust) shall not be required to incur any cost or expense to facilitate the disposition of the Subject Property unless the Village of Gilberts, its designee or other party has agreed to reimburse the Debtors (and the Liquidation Trust) for its actual costs and expenses reasonably incurred to facilitate such disposition.

(b) Provided that the Indenture Trustee does not contest within twenty one (21) days after the Confirmation Date, during the Holding Period (as set forth in and as may be extended in accordance with Section 14.3(e) of this Plan), the Debtors shall not pay, and the Village of Gilberts shall not seek to compel the Debtors to pay, any post-Effective Date Special Service Area Taxes; provided that the Village of Gilberts' agreement to such non-payment shall not be deemed or construed in any way to be, a waiver or release, of any of its rights with respect to Special Service Area Taxes; and provided further that nothing in this Section 16.18(b) or the Plan shall prevent the Village of Gilberts from seeking to foreclose upon any real property remaining in the Debtors' Estates after the expiration of the automatic stay in accordance with Section 16.14 of this Plan. No failure to exercise and no delay in exercising, on the part of the Village of Gilberts, any right, remedy, power or privilege with respect to the Special Service Area Taxes shall operate as a waiver thereof. Except for the Debtors, the Liquidation Trust and the Village of Gilberts, no person is intended to be a beneficiary of, and no other person shall be authorized to rely upon the contents of, this Section 16.18(b).

(c) Provided that the Indenture Trustee does not contest within twenty one (21) days after the Confirmation Date, any and all of the Village of Gilberts' Administrative Claims against the Debtors with respect to Special Service Area Taxes shall be satisfied solely by, and the only source for payment of such Administrative Claims shall be, the Village of

Gilberts' liens, claims and encumbrances on real property within Special Service Area Number 19 and Special Service Area Number 20 that is property of the Debtors' Estate as of the Confirmation Date. Except for the Debtors, the Liquidation Trust, the Village of Gilberts, the SSA-19 Trustee and the holders of the SSA-19 Bonds, no person is intended to be a beneficiary of, and no other person shall be authorized to rely upon the contents of, this Section 16.18(c). Furthermore, nothing in this Section 16.18(c) or the Plan shall prevent the Village of Gilberts from seeking to foreclose upon any real property remaining in the Debtors' Estates after the expiration of the automatic stay in accordance with Section 16.14 of this Plan in order to recover on account of the Village of Gilberts' Administrative Claims.

(d) Neither the Debtors nor the Liquidation Trust shall be required to actively participate in any actions commenced by the Village of Gilberts with respect to property of the Debtors' Estates, including any discovery sought in such actions, nor shall the Debtors or the Liquidation Trust be required to incur any material expense in the defense of any such actions. For the avoidance of doubt, none of the Village of Gilberts, the SSA-19 Indenture Trustee or holders of the SSA-19 Bonds shall seek or receive any payment or other distribution from, or seek recourse against the Liquidation Trust or any of its property on account of any of its Claims, except (i) with respect to Subject Property, if any, transferred to the Liquidation Trust and (ii) to the extent that the Village of Gilberts or the SSA-19 Indenture Trustee, on behalf of holders of the SSA-19 Bonds, have Allowed General Unsecured Claims entitled to the treatment provided in Class 4 of the Plan.

(e) Pursuant to and in accordance with Article VIII of this Plan generally, and specifically Section 8.7 of this Plan, the Debtors shall be allowed additional time to assume or reject the Continuing Contracts and Leases. In the event a court, administrative body or other tribunal of competent jurisdiction ultimately determines that any agreement, ordinance, assessment or other document described in Section 16.17(d), including but not limited to any of the Continuing Contracts and Leases, is or was at the relevant time an Executory Contract or Unexpired Lease subject to assumption or rejection by the Debtors in accordance with the terms of the Plan and the Confirmation Order or other orders previously entered by the Bankruptcy Court in the Chapter 11 Cases, then the terms of the Bankruptcy Code, the Plan and the Confirmation Order, and the prior Bankruptcy Court orders with respect to assumption and/or rejection, and the impact thereof, shall control. Any disputes between the Debtors and the Village of Gilberts regarding Claims against the Debtors for Special Service Area Taxes or resulting from rejection or assumption of any Executory Contracts or Unexpired Leases, or any matter related to the Plan, shall be heard and resolved solely by the Bankruptcy Court and, if the Bankruptcy Court determines that it does not have jurisdiction to resolve such matters, by such other court of competent jurisdiction.

(f) This Section 16.18 of the Plan shall have no effect on IndyMac or a transferee of the Subject Property and, to the extent that the enforcement of this Section 16.18 ultimately adversely affects IndyMac in a manner not reasonably foreseeable as of the Confirmation Hearing date, then IndyMac may seek relief from the Bankruptcy Court (or by motion, complaint or other proceeding, as appropriate, in another court of competent jurisdiction if the Bankruptcy Court does not have jurisdiction over such matter).

(g) As to any Interested Parties (as defined in Section 16.17(a) of this Plan) other than IndyMac or any entity owning property which is the subject of the SSA-19 Bonds (subject to subsection (g) of Section 16.17 of this Plan, to the extent of any inconsistency between Sections 16.17 and 16.18 of this Plan, Section 16.18 shall control.

Dated: Chicago, Illinois

~~December 11, 2009~~ February [8], 2010

Respectfully submitted,

NEUMANN HOMES, INC.
(for itself and on behalf of the Affiliate Debtors)

By: ~~/s/ Paul Andrews/~~

Name: Paul Andrews
Title: Chief Restructuring Officer
Neumann Homes, Inc.

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
George N. Panagakis (ARDC No. 06205271)
Stephen D. Williamson (ARDC No. 06244130)
Jonathan G. Pfleeger (ARDC No. 06280869)
333 West Wacker Drive
Chicago, Illinois 60606-1285
(312) 407-0700

~~/s/ George N. Panagakis/s/~~

Attorneys for Debtors and
Debtors-in-Possession