

CREDITORS' TRUST AGREEMENT

THIS CREDITORS' TRUST AGREEMENT (the "**Agreement**") is dated as of [Effective Date], by and among James C. Gianulias ("**Gianulias**") and Cameo Homes ("**Cameo**"; together, the "**Debtors**"; and [trustee], not in his individual capacity, but solely as trustee hereunder (the "**Trustee**").

RECITALS:

A. WHEREAS, involuntary bankruptcy cases were commenced against the Debtors on June 6, 2008. On July 2, 2008, the United States Bankruptcy Court for the Central District of California (the "**Court**") entered its "Order on Debtor's Election to Convert Chapter 7 Case to a Case Under Chapter 11 of the Bankruptcy Code" converting the cases to proceedings under chapter 11 of the Bankruptcy Code. On December 11, 2008, the Court entered an order substantively consolidating Cameo's chapter 11 estate into Gianulias' chapter 11 estate, Case No. SA 08-13150-RK;

B. WHEREAS, on March 31, 2009, the Debtors filed the Debtors' Plan of Reorganization (dated March 31, 2009) (the "**Plan**");

C. WHEREAS, the Plan was confirmed by the Court pursuant to that certain Order dated [order date] and entered on [entry date] (the "**Order**") and is subject to the continuing jurisdiction of the Court;

D. WHEREAS, the Creditors' Trust is created as a trust under California law pursuant to, and to effectuate, the Plan (the "**Creditors' Trust**");

E. WHEREAS, the Creditors' Trust is established for the primary purpose of liquidating its assets for the benefit of the holders of Allowed Unsecured Claims in Class 3 as determined from time to time, including all such claims arising from rejected leases and executory contracts (collectively, the "**Claims**," with each holder of a Claim being a "**Claimant**"), in accordance with Treasury Regulation section 301.7701-4(d), with no objective or authority to continue or engage in the conduct of a trade or business;

F. WHEREAS, the Claimants desire to exchange their Claims for their rights to the Creditors' Trust Estate (as hereinafter defined) (the "**Beneficial Interests**");

G. WHEREAS, the Creditors' Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulations section 301.7701-4(d), and a grantor trust within the meaning of sections 671-677 of the Tax Code; and

H. WHEREAS, the Debtors and the Claimants desire to create and fund the Creditors' Trust, as contemplated by the Plan and pursuant to this Agreement.

AGREEMENTS:

NOW THEREFORE, for and in consideration of the premises, and the mutual promises and agreements contained herein and in the Plan, the receipt and sufficiency of

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which are hereby expressly acknowledged, the Debtors and the Trustee hereby agree as follows.

1. Terms Defined in Plan. Capitalized terms used herein and not otherwise defined in this Agreement shall have the meanings assigned to them in the Plan.

2. Declaration of Trust; Authority of and Certain Directions to the Trustee.

2.1 Creation of Creditors' Trust. Pursuant to the Plan and the Confirmation Order, and effective as of the Effective Date, and subject to the continuing jurisdiction of the Court, the Debtors hereby create the Creditors' Trust for the benefit of the Claimants.

2.2 Property in the Creditors' Trust. The Creditors' Trust shall hold the legal title to the Recovery Rights, the Cash Flow Note, and the Secondary Note that shall be irrevocably assigned, issued, transferred or conveyed by the Debtors to the Creditors' Trust under sections VII.E and VII.F of the Plan as of the Effective Date. The assets held by the Creditors' Trust (the "**Creditors' Trust Estate**") shall be held in trust by the Creditors' Trust to be administered and disposed of by it pursuant to the terms of this Agreement and the Plan for the benefit of the Claimants. No Claimant shall have title to any part of the Creditors' Trust Estate. The Trustee is authorized to make disbursements and payments from the Creditors' Trust Estate in accordance with the provisions of Sections 5, 6, and 7 of this Agreement and pursuant to the Plan.

2.3 Purpose of Creditors' Trust. This Creditors' Trust is established for the primary purpose of liquidating the Creditors' Trust Estate and distributing its assets in an expeditious but orderly manner, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditors' Trust, including, for example, to prevent the diminution in value of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee. Accordingly, the Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Creditors' Trust Estate, make timely distributions and not unduly prolong the duration of the Creditors' Trust. The liquidation of the Creditors' Trust Estate may be accomplished by the timely distribution of amounts received from selling assets in the Creditors' Trust Estate; or by administering, compromising, settling, withdrawing, objecting to, or litigating objections to Claims under the Plan; or by enforcing the Creditors' Trust's rights under the Cash Flow Note, the Secondary Note and the Security Agreement; or otherwise. As of the Effective Date the Trustee is hereby authorized and directed (i) to take any and all steps necessary to maintain the Creditors' Trust as a liquidating trust for federal income tax purposes in accordance with Treasury Regulations section 301.7701-4(d); (ii) to take all reasonable and necessary actions to conserve and protect the Creditors' Trust Estate; (iii) to administer, compromise, settle, object to and litigate objections to Claims under the Plan; (iv) to maintain, operate or lease (for purposes of holding for sale), or sell or otherwise dispose of the Creditors' Trust Estate, in accordance with the terms of this Agreement, the Plan, or the instructions or orders of the Court; (v) to enforce and collect upon the Recovery Rights; and (vi) to make prompt, efficient and orderly distributions to the Claimants, up to the full value of their Claims, in accordance with the Plan and the provisions of Sections 6 and 7 hereof.

Notwithstanding any other provision in this Agreement, the Trustee shall be under no obligation to sell, exchange, transfer, or otherwise dispose of any asset or property of the Creditors' Trust Estate if the Trustee determines, in the exercise of his sole discretion, that such transaction is inconsistent with obtaining the full and fair value of such asset or property.

3. Beneficial Interests.

3.1 No Transfer or Exchange. Beneficial Interests in the Creditors' Trust will not be evidenced by any certificate or other instrument or document. Beneficial Interests in the Creditors' Trust are non-transferable and non-assignable other than to successors in interest, or by will, the laws of descent and distribution, or by operation of law (each a "**Permitted Transfer**").

3.2 Absolute Owners. The Trustee may deem and treat the persons who at the time hold Allowed Claims in Class 3 (the "**Holders**") as the absolute owners of the Beneficial Interests in the Creditors' Trust (excluding the Disputed Claims Reserve) for the purpose of receiving distributions and payments thereof, or on account thereof, and for all other purposes whatsoever. Unless the Trustee receives actual written notice of a Permitted Transfer from the duly authorized transferee not less than thirty (30) days prior to a distribution made pursuant to the terms of this Agreement, and subject to the applicable provisions of Bankruptcy Rule 3001(e), the Trustee shall have no duty or obligation to make or direct any distributions or payments to such transferee of a Permitted Transfer.

3.3 Means of Payment. The Trustee shall establish and maintain a bank account for the making of distributions to Holders from the Creditors' Trust. Amounts distributed pursuant to Section 7 may be paid by checks drawn on such account.

4. Delivery and Acceptance of the Initial Creditors' Trust Estate.

4.1 Conveyance by the Debtors. Commencing on the Effective Date, pursuant to section VII.F.1 of the Plan, the Debtors shall issue the Cash Flow Note and the Secondary Note and transfer the Recovery Rights to the Creditors' Trust, for the benefit and on behalf of the Claimants, as specified in the Plan.

4.2 Acceptance of Conveyance. The Trustee is hereby directed to, and the Trustee agrees that he will accept delivery from the Debtors of the Cash Flow Note, the Secondary Note, and the Recovery Rights on behalf of the Creditors' Trust.

4.3 Treatment of Delivery and Acceptance. For all purposes, including, without limitation, federal income taxes, securities laws, and section 1145 of the Bankruptcy Code, all parties (including, without limitation, the Debtors, the Trustee, and the Claimants) shall treat the Creditors' Trust's receipt of the Cash Flow Note, the Secondary Note, and the Recovery Rights as (i) a transfer or issuance of such assets directly to the Holders in satisfaction of their Allowed Claims (other than to the extent allocable to Disputed General Unsecured Claims) followed by (ii) the Holders' transfer of such assets to the Creditors' Trust in exchange for their Beneficial Interests. Accordingly, Holders on the Effective Date shall be treated for all purposes, including, without limitation, federal income taxes, securities laws, and section 1145 of the Bankruptcy Code, as the grantors and owners of

their respective shares of the Creditors' Trust Estate. With respect to the portion of the Cash Flow Note, the Secondary Note, and the Recovery Rights allocable to Disputed General Unsecured Claims, the Debtors shall be treated as transferring or issuing such assets directly to the Disputed Claims Reserve.

4.4 Valuation of Recovery Rights and Allocation of Notes.

4.4.1. As soon as possible after the Effective Date, but in no event later than ninety (90) days thereafter, the Trustee, in reliance upon such professionals as the Trustee may retain, shall make a good faith valuation of the Recovery Rights, subject to the approval of the Debtors, which shall not be unreasonably withheld, and apprise, in writing, the Holders (determined as of the Effective Date) of the Creditors' Trust of such approved valuation. Such valuation shall be made available from time to time, to the extent relevant as reasonably determined by the Trustee in reliance on his professionals.

4.4.2. When so apprising the Holders (determined as of the Effective Date) of the Creditors' Trust, the Trustee shall also apprise each such Holder of the portion of the Recovery Rights, Cash Flow Note and Secondary Note deemed received by such beneficiary under Section 4.3 hereof. The issue price of the Cash Flow Note and the Secondary Note shall be determined as described in Section VIII.B.2.d of the Disclosure Statement. Portions thereof received or deemed received on the Effective Date by Holders and the Disputed Claims Reserve shall be determined consistently therewith on a pro rata basis.

4.4.3. The information provided by the Trustee under this Section 4 shall be used consistently by all parties (including, without limitation, the Debtors, the Trustee, and the Holders) for all purposes, including federal income tax purposes.

5. Administration of Creditors' Trust Estate.

5.1 Trust Administrative Fund. As soon as cash becomes available from the Creditors' Trust Estate, the Trustee shall establish a reserve fund (the "**Trust Administrative Fund**") for the payment by the Trustee of all reasonable and reasonably anticipated expenses, debts, charges, liabilities, obligations and advances relating to the Creditors' Trust Estate and its administration, including but not limited to the federal income taxes imposed with respect to the Disputed Claims Reserve in accordance with Treasury Regulations section 1.468B-9(c)(1)(ii), administrative expenses of the Creditors' Trust, amounts advanced pursuant to the Plan Documents, and amounts necessary to prevent the diminution in value of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee. The Trust Administrative Fund shall be funded in such amounts deemed reasonably necessary by the Trustee in his sole discretion from the Creditors' Trust Estate. Any balance remaining in the Trust Administrative Fund, after the payment of all expenses, debts, charges, liabilities and obligations intended to be paid (whether at the present time or in the future) therefrom, shall be distributed to the Holders as provided in Section 7 hereof. Any Cash deposited in the Trust Administrative Fund pursuant to the terms of this Agreement shall be invested in interest-bearing deposits or investments that satisfy the requirements of Section 5.4.2 hereof.

5.2 Reserve Accounts for Disputed Claims. As discussed in Section 4, above, a portion of the Cash Flow Note, the Secondary Note, and the Recovery Rights shall be allocated to the Disputed Claims Reserve. Any proceeds received with respect to such portion, as well as any earnings of such proceeds, shall also be allocated to the Disputed Claims Reserve. All Cash and Cash equivalents and earnings thereon shall be used to satisfy any expenses incurred in connection with the maintenance of the Disputed Claims Reserve, including taxes payable with respect to the Disputed Claims Reserve, if any, and repayment of any taxes paid on the income allocated to the Disputed Claims Reserve using Cash that was not allocated to the Disputed Claims Reserve. No distributions shall be made on account of any Disputed Claims unless and until such Claims become Allowed Claims as provided in Section 7.5 hereof.

5.3 Powers of the Trustee.

5.3.1. Administrative Powers. During the Trustee's administration of the Creditors' Trust, and subject to all other provisions of this Agreement, the Trustee shall have the authority and may exercise the power:

(a) to receive and hold all the assets of the Creditors' Trust Estate and to have exclusive possession and control thereof as permissible under applicable law;

(b) to enter into, perform and exercise rights under contracts binding upon the Creditors' Trust (but not upon the Trustee in his individual capacity) which are reasonably incident to the administration of the Creditors' Trust and which the Trustee, in the exercise of his business judgment, reasonably believes to be in the best interests of the Creditors' Trust;

(c) to establish and maintain accounts at banks and other financial institutions, in a clearly specified fiduciary capacity, into which the Trust Administrative Fund or other cash and property of the Creditors' Trust may be deposited, and draw checks or make withdrawals from such accounts, and to pay or distribute such amounts of the Creditors' Trust Estate as permitted or required under this Agreement;

(d) to employ attorneys, accountants, appraisers, property managers, brokers, realtors, expert witnesses, insurance adjusters or other persons whose services may be necessary or advisable in the sole judgment of the Trustee, to advise or assist him in the discharge of his duties as Trustee, or otherwise in the exercise of any powers vested in the Trustee and to pay from the Creditors' Trust Estate reasonable compensation to such attorneys, accountants, appraisers, property managers, brokers, realtors, expert witnesses, insurance adjusters or other persons;

(e) to hold the Creditors' Trust Estate;

(f) to sell or otherwise dispose of all or any part of the Creditors' Trust Estate;

(g) to collect and receive any accounts receivable, income, and distributions derived from or relating to the Creditors' Trust Estate and to distribute the same to the Holders in accordance with the terms of the Plan and this Agreement;

(h) to pay any and all necessary expenses attributable or relating to the management, maintenance, operation, preservation or liquidation of the Creditors' Trust Estate;

(i) to investigate, file, compromise, settle, withdraw or litigate in the Court or on appeal (or pursuant to a withdrawal of the reference of jurisdiction) objections to Claims under the Plan; provided, however, that the power to compromise or settle a Claim is subject to Section VII.F.4 of the Plan;

(j) to enforce and collect upon the Recovery Rights;

(k) to sue or be sued in connection with any matter arising from or related to the Plan, including this Agreement, which affects in any way the rights or obligations of the Creditors' Trust, the Trustee or the Claimants;

(l) to represent the interests of the Claimants with respect to any matters relating to the Plan, this Agreement, or the Creditors' Trust affecting the rights of such Claimants;

(m) to reserve such amounts from the Creditors' Trust Estate as Trustee deems reasonable and appropriate in connection with the administration and enforcement of the Plan Documents, including, by way of illustration and not of limitation, to advance such funds to the Reorganized Debtors as Trustee deems reasonable and appropriate in connection with the Plan Documents on such terms and conditions as Trustee deems reasonable and appropriate, and to prevent the diminution in value of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee;

(n) to do any and all other things, not in violation of any other terms of this Agreement, which, in the reasonable business judgment of the Trustee are necessary or appropriate for the proper liquidation, management, investment and distribution of the assets of the Creditors' Trust Estate in accordance with the provisions of this Agreement and the Plan.

By way of illustration and not of limitation, the Trustee may exercise such authority and powers as set forth in this Section 5.3.1 without application to or order of the Court, except to the extent that Section VII.F.4 of the Plan limits the Trustee's authority to compromise or settle a Disputed Claim.

5.3.2. Objections to Claims. From and after the Effective Date, and pursuant to sections VII.F of the Plan, the Creditors' Trust, through its Trustee, shall be deemed to be representatives of the Creditors' Trust Estate for all purposes, including without limitation, investigating, settling, compromising, objecting to, and litigating in the Court or on appeal (or pursuant to a withdrawal of the reference of jurisdiction) objections to

those Claims under the Plan which shall be satisfied from such Creditors' Trust. If the holder of a Disputed Claim and the Trustee agree to a settlement of such holder's Disputed Claim for an amount not in excess of the face amount of such Disputed Claim, such Claim shall be deemed to be an Allowed Claim as of the Effective Date in an amount equal to the agreed settlement amount without need for further review or approval of the Court, except to the extent that Section VII.F.4 of the Plan limits the Trustee's authority to compromise or settle a Disputed Claim.

5.4 Limitations on the Trustee: Investments.

5.4.1. No Trade or Business. The Trustee shall carry out the purposes of the Creditors' Trust and the directions contained herein, and shall take such actions consistent with the administration of the Plan Documents and the orderly liquidation of the Creditors' Trust Estate as are required by applicable law, and shall not at any time enter into or engage in any business (except as may be consistent with the limited purposes of the Creditors' Trust and the Plan Documents, including, for example, to prevent the diminution in value of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee), including, without limitation, the purchase of any asset or property (other than such assets or property as are necessary to carry out the purposes of the Creditors' Trust, including without limitation Section 2, Section 7, and Section 5.3.2 hereof), on behalf of the Creditors' Trust or the Claimant. The Trustee is directed to take all reasonable and necessary actions to dispose of the Creditors' Trust Estate in as prompt, efficient and orderly a fashion as possible, to make timely distributions of the proceeds of the Creditors' Trust Estate, and to otherwise not unduly prolong the duration of the Creditors' Trust.

5.4.2. Investments. The Trustee shall invest any Cash held at any time as part of the Creditors' Trust Estate, including without limitation, in the Trust Administrative Fund, and any other reserve or escrow funds established pursuant to the terms of this Agreement, only in interest-bearing deposits or certificates of deposit issued by any federally insured banking institution with a combined capital and surplus of at least \$100,000,000 or short-term investments and obligations of, or unconditionally guaranteed as to payment by, the United States of America and its agencies or instrumentalities, or as otherwise permitted pursuant to section 345 of the Code, pending need for the disbursement thereof in payment of costs, expenses, and liabilities of the Creditors' Trust or in making a distribution pursuant to Section 7 of this Agreement. The Trustee shall be restricted to the collection and holding of such Cash and to the payment and distribution thereof for the purposes set forth in this Agreement and to the conservation and protection of the Creditors' Trust Estate in accordance with the provisions hereof; provided, however, that the Trustee may use such Cash as the Trustee deems reasonable and appropriate to maintain and preserve the rights and remedies of the Creditors' Trust with respect to the Plan Documents, or to prevent the diminution in value of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee.

5.4.3. Ownership of Stock or Partnership Interests. The Creditors' Trust shall not hold 50% or more of the stock (either in vote or value) of any entity that is treated as a corporation for federal income tax purposes, nor have any interest in an entity that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity

in order to preserve the value of the Creditors' Trust Estate; provided, however, that the Creditors' Trust may advance funds as the Trustee deems reasonable and appropriate in connection with the Plan Documents, on such terms and conditions as the Trustee deems reasonable and appropriate.

5.4.4. General Limitation. Notwithstanding anything herein to the contrary, the Trustee is not authorized to engage in any activities inconsistent with the treatment of the Creditors' Trust as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

5.5 Transferee Liabilities. If any liability shall be asserted against the Creditors' Trust as transferee of the Creditors' Trust Estate on account of any claimed liability of or through the Debtor, the Trustee may use such part of the Creditors' Trust Estate as may be necessary in contesting any such claimed liability and in payment, compromise, settlement and discharge thereof on terms reasonably satisfactory to the Trustee. In no event shall the Trustee be required or obligated to use his own property, funds or assets for any such purposes.

5.6 Administration of Creditors' Trust. In administering the Creditors' Trust, the Trustee, subject to the express limitations contained herein, is authorized and directed to do and perform all such acts, to execute and deliver such deeds, bills of sale, instruments of conveyance, and other documents as they may deem necessary or advisable to carry out the purposes of the Creditors' Trust.

5.7 Employer Identification Numbers. The Trustee shall obtain an employer identification number for each of the Creditors' Trust and the Disputed Claims Reserve in accordance with the requirements of Treasury Regulations sections 1.468B-9(c)(1) and 301.6109-1(a)(2)(i)(A).

5.8 Payment of Expenses and Other Liabilities. To the extent that the amount of funds in the Trust Administrative Fund is at any time insufficient, the Trustee shall pay from the Cash held by the Creditors' Trust all expenses, charges, liabilities and obligations of the Creditors' Trust, including, without limiting the generality of the foregoing, such debts, liabilities, or obligations as may be payable from the Creditors' Trust Estate, interest, taxes (including, but not limited to, income taxes imposed with respect to the Disputed Claims Reserve and any withholding tax imposed on the distributions under the Plan), assessments, and public charges of every kind and nature, and the costs, charges and expenses in connection with or arising out of the execution or administration of the Creditors' Trust and the Creditors' Trust Estate, and such other payments and disbursements as are provided for in this Agreement or which may be reasonably determined by the Trustee to be proper charges against the Creditors' Trust and the Creditors' Trust Estate, and the Trustee, in his reasonable discretion and business judgment, may from time to time make provision by reserve or otherwise, out of the Creditors' Trust Estate, for such amount or amounts as the Trustee in his reasonable discretion and business judgment may determine to be necessary or advisable to meet or satisfy unascertained, unliquidated or contingent liabilities of the Creditors' Trust, to advance such funds as the Trustee deems reasonable and appropriate in connection with the Plan Documents, and to prevent the diminution in value

of the Creditors' Trust Estate in the good faith reasonable discretion of the Trustee. The Trustee shall make such payments and advances without application to or order of the Court.

5.9 Fiscal Year; Tax Year; Accounting Method. The Creditors' Trust's fiscal year shall end on December 31 of each year, unless the Trustee deems it advisable to establish some other date on which the fiscal year of the Creditors' Trust shall end. The Creditors' Trust's taxable year is the calendar year. The Creditors' Trust shall use an accrual method of accounting within the meaning of section 446(c) of the Internal Revenue Code of 1986, as amended (the "**Tax Code**").

5.10 Reports and Taxes. The Trustee shall prepare and file reports and pay taxes as follows:

(a) The Trustee shall prepare and file unaudited interim financial reports as may be required by regulatory authorities, applicable laws, rules or regulations or as the Trustee deems advisable during the fiscal year.

(b) The Trustee shall prepare and file returns for the Creditors' Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). Also, the Trustee annually shall send to each record holder of a Beneficial Interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns or to forward the appropriate information to the holders with instructions to report such items on their federal income tax returns. The Creditors' Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to Section VII.F.9 of the Plan and Section 5.10(c)-(g) hereof, relating to the Disputed Claims Reserve) to the holders of Beneficial Interests in accordance with such holders' relative Beneficial Interests in the Creditors' Trust.

(c) The Trustee shall treat any portion of the Creditors' Trust Estate that is allocable to, or retained on account of, Disputed General Unsecured Claims as held by one or more discrete funds for federal income tax purposes (the "**Disputed Claims Reserve**"), consisting of separate and independent shares to be established in respect of each Disputed General Unsecured Claim, in accordance with Treasury Regulations section 1.468B-9.

(d) The Trustee shall take any and all steps necessary to establish (pursuant to Treasury Regulation section 1.468B-9(c)(2)(ii)) and maintain the Disputed Claims Reserve as a "disputed ownership fund" (as defined in Treasury Regulation section 1.468B-9(b)(1)), for federal income tax purposes. The Trustee shall also serve as the "administrator" (as defined in Treasury Regulation section 1.468B-9(b)(2)) of the disputed ownership fund.

(e) The Trustee shall prepare and file tax returns for the Disputed Claims Reserve under Treasury Regulation section 1.468B-9(c)(1). In so doing, the Trustee shall treat as taxable income or loss of the Disputed Claims Reserve, with respect to any given taxable year, the portion of the taxable income or loss of the Creditors' Trust that would have been allocated to the holders of Disputed

General Unsecured Claims (determined as of such date during the taxable year as the Trustee shall reasonably determine) had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are unresolved).

(f) Upon a distribution of property from the Disputed Claims Reserve or a reallocation of property from the Disputed Claims Reserve to an Allowed Claim, under Sections 7.5 and 7.6 hereof, income subsequently earned by such property shall no longer be treated as subject to income taxes imposed with respect to the Disputed Claims Reserve.

(g) To the extent permitted by applicable law, the Trustee shall report consistent with the foregoing for state and local income tax purposes. In accordance with the Plan, all holders of beneficial interests in the Creditors' Trust shall also report, for tax purposes, consistent with the foregoing.

(h) Pursuant to Sections 5.1 and 5.8, the Trustee shall pay, out of the Cash held by the Creditors' Trust or the Trust Administrative Fund, any taxes imposed on the Creditors' Trust or its assets, including those allocated to the Disputed Claims Reserve. In the event, and to the extent any Cash retained on account of Disputed General Unsecured Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed General Unsecured Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed General Unsecured Claims, or (ii) to the extent such Disputed General Unsecured Claims have subsequently been resolved, deducted from any amounts distributable by the Trustee as a result of the resolutions of such Disputed General Unsecured Claims.

(i) The Trustee shall also file (or cause to be filed) any other statements, returns, or disclosures relating to the Creditors' Trust that are required to be filed by any governmental unit.

(j) The Trustee shall prepare and file a final report and account of all receipts and disbursements with the Court.

6. Withholding Requirements. The Trustee shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions from the Creditors' Trust pursuant to the Plan shall be subject to such withholding and reporting requirements. The Trustee may withhold all or part of a distribution amount due to any Holder until such time as such Holder provides the necessary information to comply with any withholding requirements of any Governmental Unit. Any amount so withheld shall be paid by the Trustee to the appropriate authority. If the Holder fails to provide the information necessary to comply with any withholding requirements of any governmental unit within ninety (90) days from the date of first notification by the Person in need of such information, then the Holder's distribution shall be treated as Unclaimed Property in accordance with Section VII.F of the Plan. See also Sections 7.10 and 7.11, below.

7. Allocations And Distributions To The Holders. Pro Rata allocations and associated distributions by the Trustee shall be made in accordance with the Plan, the Confirmation Order, and the Creditors' Trust Agreement, subject to Section 5.10(h) hereof.

7.1 Payments from Creditors' Trust Estate. All payments to be made hereunder to the Holders shall be made only from the Cash of the Creditors' Trust Estate and only to the extent that the Trustee shall have received sufficient assets, income or proceeds of the Creditors' Trust Estate to make such payments in accordance with this Section 7 and section VII.F of the Plan. Each Holder shall look solely to the assets, income and proceeds of the Creditors' Trust Estate, and not to the Trustee in his personal capacity for distribution to such Holder as herein provided.

7.2 Establishment of Accounts.

7.2.1. Establishment of the Claims List. Prior to the Effective Date, the Debtors will deliver to the Trustee a list of all holders of Allowed and Disputed Unsecured Claims in Class 3 under the Plan; the addresses of all holders of such Claims as of a record date which is not more than fifteen (15) days prior to the date of the list; and the designation of each such Claim as Allowed or Disputed, fixed or contingent, and liquidated or unliquidated (the "**Claims List**"). The Trustee shall be entitled to rely upon the Claims List in calculating, allocating and distributing the Creditors' Trust Estate as provided herein; provided, however, that the Claims List shall be adjusted from time to time by the Trustee when any portion of a Disputed Claim is resolved or when amounts are reallocated due to Unclaimed Property, as discussed in Sections 7.5, 7.6, and 7.11 of this Agreement. The Trustee shall also revise the Claims List from time to time upon receipt of notice from the holder of a Claim stating that such Claim has been transferred pursuant to a Permitted Transfer (as discussed in Sections 3.1 and 3.2 hereof) to a new holder and that such new holder has complied with any applicable provisions of Bankruptcy Rule 3001(e) (and providing evidence thereof), and setting forth the name and address of such new holder; provided, however, that the Trustee shall not be required to revise such Claims List during the thirty (30) day period preceding the date of any distribution made hereunder. The Trustee shall establish the revised Claims List that is to be used in conjunction with the distribution of any particular Distribution Amount not less than fourteen (14) days prior to the date of such distribution.

7.2.2. Establishment of the Claim Accounts. Upon receipt of the Claims List, the Trustee will establish and maintain on the books and records maintained by the Trustee, or his duly authorized agents, an account representing each Allowed or Disputed Claim as set forth on the Claims List (each, a "**Claim Account**") that records events such as allocations and distributions. Any amounts allocable to, or retained on account of, Disputed Claims shall be treated as held in the Disputed Claims Reserve in accordance with Section 5.10 hereof. It is expressly understood that the establishment of the Claim Accounts by the Trustee or his agents, is solely for administrative convenience, and that amounts allocable to such Claim Accounts need not be segregated and may be commingled for investment purposes as specified herein.

7.3 Allocations. Before each distribution date, the Trustee shall allocate the Cash available for distribution Pro Rata among the Holders and the holders of any still pending Disputed Claims in Class 3. By way of illustration and not of limitation, such allocations shall be computed as if all Disputed Claims then pending were allowed in the full amount thereof. Any Cash allocated to holders of pending Disputed Claims in Class 3 shall be retained by the Trustee in the Disputed Claims Reserve.

7.4 Distributions to Allowed Claims. On each distribution date, the Trustee shall distribute to the Holders their allocated amounts, provided that in the reasonable discretion and judgment of the Trustee, there shall be in the Creditors' Trust Cash in an amount sufficient to render feasible such distribution after retaining the amounts required in the Disputed Claims Reserve; and making reasonable reserves to pay the expenses (including, but not limited to, the federal income taxes of the Disputed Claims Reserve and withholding taxes, if any, and all expenses and fees incurred in objecting to Claims), debts, charges, liabilities, and obligations of the Creditors' Trust; and provided that each distribution to a single Holder must exceed \$25.00. Any distribution other than the Final Distribution (defined in Section 7.15) that would be less than \$25.00 shall be withheld and carried-over to the next distribution date only once; thereafter, the distribution shall be made notwithstanding the fact that it may be less than \$25.00.

7.5 Allowance of Claims. Distributions shall be made with respect to any Disputed Claim which becomes an Allowed Claim after the Effective Date on or as soon as practicable after the date on which such Disputed Claim becomes an Allowed Claim. The amount of any distribution shall be the Pro Rata amount allocated to the Disputed Claims Reserve with respect to the Allowed portion of such Claim; provided, however, that any amounts released from the Disputed Claims Reserve shall be net of certain costs and expenses of the Disputed Claims Reserve, as provided in the Plan, and subject to the prior repayment of any taxes paid on the income associated with the released funds while allocated to the Disputed Claims Reserve using Cash that was not allocated to the Disputed Claims Reserve (as well as the payment of accrued interest), in accordance with the Plan. In no event shall the Trustee be obligated to make a distribution if, in the reasonable business judgment of the Trustee, the amount then on hand and the ultimate distribution to be made would not be justified, taking into account all of the attendant costs of such distribution. In such case, any undistributed amount may be held over to the next distribution date.

7.6 Reallocation upon Disallowance or Reduction of Claims. When a Disputed Claim is reduced or disallowed, the corresponding Cash and other property

retained in the Disputed Claims Reserve shall be reallocated by the Trustee under Section 7.3, above (to the extent provided by the Plan). Such reallocation shall occur after the subsequent distribution date, however, if it would otherwise occur within the thirty (30) day period preceding the subsequent distribution date. In no event shall the Trustee be obligated to distribute property other than Cash to a Holder.

7.7 Initial Distribution Date. Upon the Creditors' Trust's receipt of a payment on the Cash Flow Note or the Secondary Note, the Trustee shall evaluate under Sections 7.3 and 7.4, above, the feasibility of making distributions to Holders. The Trustee shall continue to make such an evaluation every six (6) months, until the Trustee determines that a distribution is feasible, at which point the Trustee shall make such allocations and distributions as soon as practicable (the "**Initial Distribution Date**").

7.8 Subsequent Distribution Dates. After the Initial Distribution Date, unless otherwise directed in a post-Confirmation Date Final Order, the Trustee shall make additional annual distributions to the Holders and corresponding allocations to the Disputed Claims Reserve.

7.9 Fractional Distributions. No distributions in fractions of hundredths of U.S. Dollars (\$0.00's) (i.e., cents) shall be issued. If the amount allocated to an Allowed Claim at the time of a distribution hereunder would include fractions of cents, the amount to be distributed to the Holder of such Claim shall be rounded down to the highest integral number of cents in the applicable Claim Account, but such rounding down shall not affect such allocation (i.e., the retained fractional distribution amount will remain allocated to such Holder's Claim Account). The aggregate amount of the retained fractional distributions from the Distribution Amount shall be retained in the Creditors' Trust by the Trustee and shall remain part of the Creditors' Trust Estate. In the case of the Final Distribution only, the Trustee shall distribute any final remaining fractional amounts to the Creditors' Trust.

7.10 Failure to Provide Withholding Information. If a Holder fails to provide the information necessary to comply with the applicable withholding requirements of any Governmental Unit within ninety (90) days from the date of the request for such information from the Holder, then any amounts allocated to such Holder shall be treated as Unclaimed Property and forfeited in accordance with Section 7.11.

7.11 Unclaimed Property.

7.11.1. Termination of Allocation. If, in connection with any distribution under this Section 7, any Holder entitled to a distribution does not receive such attempted distribution for any reason, including without limitation, that the Holder is not at the address set forth in the Claims List, the amount allocated to the Claim Account of such Holder shall remain part of the Creditors' Trust Estate and shall remain allocated to such Holder's Claim Account for one (1) year following the date of such attempted distribution. Nothing contained herein or in the Plan shall require the Trustee or the Creditors' Trust to attempt to locate any Holder, other than to mail distributions to the Holder's last known address as set forth on the Claims List.

7.11.2. Distributions of Unclaimed Property. Until the expiration of one (1) year following the date on which the distribution of the Unclaimed Property has been attempted, Unclaimed Property shall be delivered upon presentation of proper proof by a Holder of its entitlement thereto, after which time any Holder of an Allowed Claim entitled to Unclaimed Property shall cease to be entitled thereto. Thereafter, all right, title and interest therein shall vest in the Creditors' Trust for reallocation under Section 7.3 in the order and priority established in the Plan and this Agreement, as if the Claim corresponding with such Unclaimed Property were disallowed in its entirety. The Claims List shall also be adjusted accordingly. If the Holder shall claim the property within the one (1) year period, then such property shall immediately be delivered to such Holder, as the case may be, by the Trustee, unless the Trustee has already reallocated such amounts in accordance with this Section 7.11, in which case the Holder shall have no rights or recourse whatsoever against the Creditors' Trust Estate, the Trustee, or any agents or representatives thereof.

7.12 Surrender. Notwithstanding any other provision of the Plan, no Holder shall receive any distribution under the Plan in respect of its Allowed Claim until such Holder has surrendered to the Creditors' Trust any promissory note or other document(s) evidencing such Allowed Claim, or until evidence of loss and indemnity satisfactory to the Trustee, in his/her/its sole and absolute discretion, shall have been delivered to the Creditors' Trust in the case of any note or other document(s) alleged to be lost, stolen or destroyed.

7.13 Exemption From Certain Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or delivery of an instrument of transfer under a plan confirmed under section 1129 of the Bankruptcy Code, may not be taxed under any law imposing a stamp tax, transfer tax or similar tax. Pursuant to section 1146(a) of the Bankruptcy Code, no transfer to or from the Creditors' Trust under the Plan, shall be subject to any stamp tax, transfer tax or similar tax.

7.14 Estimation of Unliquidated Disputed Claims. As to any unliquidated Disputed Claim, including Claims based upon rejection of executory contracts or leases, or other Disputed Claims, the Court, upon motion by the Creditors' Trust, may estimate the amount of the Disputed Claim and may determine an amount sufficient to reserve for any such Claim. Any Entity whose Disputed Claim is so estimated shall have recourse only against the Creditors' Trust and against no other assets or person (including the Trustee), and in any case only in an amount not to exceed the estimated amount of such Entity's Claim, even if such Entity's Claim, as finally allowed, exceeds the maximum estimated amount thereof.

7.15 Final Distribution. Upon resolution of all outstanding objections to Disputed Claims in Class 3 and any associated distributions under Section 7.4, and after all payments to be made by the Reorganized Debtors to the Creditors' Trust required by the Plan and Term Sheet Documents have been received by the Creditors' Trust and all Recovery Rights been converted into Cash, the Trustee shall prepare a final accounting of any and all Cash remaining in any accounts maintained by the Trustee on behalf of the Creditors' Trust, including the Trust Administrative Fund, the Disputed Claims Reserve, or otherwise remaining in the Creditors' Trust Estate (the "**Final Cash**"). Once the amount of

the Final Cash has been determined, the Trustee shall deduct and pay from the Final Cash any and all permitted costs, expenses and liabilities of the Creditors' Trust. The Trustee shall then allocate (and distribute in accordance with such allocations) the net remaining amount of Final Cash (the "**Final Distribution**") to the Claim Account of each Holder, Cash in the proportion that each such Holder's Allowed Claim bears to the aggregate amount of all Class 3 Allowed Claims, in accordance with the Plan. Upon the expiration of one (1) year following the date of an attempted Final Distribution, any remaining Unclaimed Property shall be reallocated and redistributed in accordance with this Section 7.15 and Section 7.11.

7.16 Termination. The Creditors' Trust shall terminate upon the liquidation of all of the assets of the Creditors' Trust Estate and the distribution of the proceeds thereof to the Claimants as set forth above, which date shall be no later than January 31, 2026 (the "**Termination Date**"); provided, however, that if in the reasonable determination of the Trustee, in light of existing facts and circumstances, the liquidation of the Creditors' Trust Estate and the distribution of the proceeds thereof will not be completed prior to the Termination Date, then the Trustee shall extend the Termination Date for an additional period of up to three (3) years (an "**Extension Period**"), subject to the approval of the Bankruptcy Court, which must be obtained at least six (6) months before the upcoming Termination Date, in conjunction with the court's finding that the Extension Period is necessary to the liquidating purpose of the trust.

8. Other Duties of the Trustee.

8.1 Management of Creditors' Trust Estate. With respect to the assets of the Creditors' Trust Estate, if sufficient funds are available, the Trustee is hereby directed to purchase and maintain in existence such insurance as the Trustee from time to time deem reasonable and appropriate to protect the interests of the Creditors' Trust, the Trustee, and the Claimants in the assets of the Creditors' Trust Estate from any potential claims or liabilities relating thereto or the distribution thereof.

8.2 No Implied Duties. The Trustee shall not manage, control, use, sell, dispose, collect or otherwise deal with the Creditors' Trust Estate or otherwise take any action hereunder except as expressly provided herein, and no implied duties or obligations whatsoever of the Trustee shall be read into this Agreement.

9. Concerning the Trustee.

9.1 Acceptance by the Trustee. The Trustee accepts the Creditors' Trust hereby created for the benefit of the Claimants and agree to act as Trustee of the Creditors' Trust pursuant to the terms of this Agreement. The Trustee shall have and exercise the rights and powers herein granted and shall be charged solely with the performance of the duties herein declared on the part of the Trustee, and will make continuing efforts to liquidate the trust assets in an expeditious but orderly manner, make timely distributions, and not unduly prolong the duration of the trust, pursuant to the terms of this Agreement and the Plan.

9.2 Discretionary Submission of Questions. Subject to the provisions of this Section 8, the Trustee, in his sole discretion and reasonable business judgment, may, but shall not be required to, submit to the Court, from time to time, any question or questions with respect to which the Trustee may desire to have explicit approval of the Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Creditors' Trust Estate, or any part thereof, and the administration and distribution of the Creditors' Trust Estate. The written authorization of the Court set forth in a Final Order shall constitute approval by the Court of the proposed action to be taken by the Trustee. All costs and expenses incurred by the Trustee in the exercise of any right, power or authority conferred by this Section 9.2 shall be costs and reasonable expenses of the Creditors' Trust Estate.

9.3 Limitation on Liability. The Trustee shall not be liable for any action taken or omitted by him in good faith and believed by him to be authorized hereby or within the rights or powers conferred upon them hereunder, or taken or omitted by him in accordance with advice of counsel (which counsel may be of the Trustee's own choosing), and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by willful misconduct or gross negligence.

9.4 Discretion of the Trustee. The Trustee, within the limitations and restrictions expressed and imposed herein, may act freely under all or any of the rights, powers and authority conferred hereby, in all matters concerning the Creditors' Trust Estate, after forming his best reasonable business judgment based upon the circumstances of any particular question or situation as to the best course to pursue, without the necessity of obtaining the consent or permission or authorization of the Claimants, the Debtor, the Court, or of any official or officer; and the rights, powers and authority conferred on the Trustee by this Agreement are conferred in contemplation of such freedom of reasonable business judgment and action within the limitations and restrictions so expressed and imposed; provided, however, that the Trustee shall not be liable for any error or exercise of judgment, unless it shall be proved that such Trustee was grossly negligent or acted in a manner which constituted willful misconduct.

9.5 Reliance by the Trustee.

9.5.1. Genuineness of Documents. The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, objection, order, judgment, decree, or other paper or document reasonably believed by them to be genuine and to have been signed, made, entered or presented by the proper party, parties, official, officials, entity or entities.

9.5.2. Reliance on Certificates or Opinions. In the absence of gross negligence or willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, on any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement, but in the case of any such certificates or opinions that are specifically required to be furnished to the Trustee by any provision hereof, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

9.5.3. Reliance on Counsel. The Trustee may consult with legal counsel and with independent public accountants and other experts to be selected by him. In the absence of gross negligence or willful misconduct on the part of the Trustee, the Trustee shall not be liable for any action taken or for any omission made in reliance on any opinion or certification of such accountants or in accordance with the advice of such counsel or experts, provided that such accountants, counsel and experts were selected and retained with reasonable care.

9.6 Reliance on the Trustee. No person dealing with the Trustee shall be obligated to inquire into the expediency or propriety of any transaction or the right, power, or authority of the Trustee to enter into or consummate the same upon such terms as the Trustee may deem advisable. Persons dealing with the Trustee shall look only to the Creditors' Trust Estate to satisfy any liability incurred by the Trustee to such persons in carrying out the terms of this Agreement, and, except as otherwise expressly provided herein, the Trustee shall have no personal, corporate or individual obligation to satisfy any such liability.

9.7 Indemnification.

9.7.1. Indemnification of Trustee and Agents. Each Trustee, employee and agent shall be indemnified out of the Creditors' Trust Estate and to the full extent of the Creditors' Trust Estate against any and all liabilities and expenses (including attorneys' fees), judgments, fines and amounts paid in Liquidating actually and reasonably incurred by such person in connection with the defense or disposition of any threatened, pending, or completed action, suit or other proceeding whether civil, criminal, administrative, or investigative, by reason of his/its being or having been such a Trustee, employee or agent; provided, however that he shall not be entitled to have such indemnification in respect of any matter as to which he shall have been adjudicated to have acted in bad faith or with willful misconduct or gross negligence or in reckless disregard of his/its duties. The rights accruing to any Trustee, employee or agent under these provisions shall not exclude any other right to which he may be lawfully entitled.

9.7.2. Payment of Expenses. The Trustee may make advance payments for expenses (including attorneys' fees) incurred in defending any action, suit or proceeding referred to in Section 9.7.1, provided that the indemnified Trustee, employee or agent shall have given a written undertaking to repay any amount advanced to him and to reimburse the Creditors' Trust in the event it is subsequently determined that he is not entitled to such indemnification.

9.7.3. Insurance. The Trustee may purchase such insurance as he determines, in the exercise of his reasonable discretion, adequately insures the Trustee, employees and agents of the Creditors' Trust.

9.8 Costs and Expenses of the Trustee. The Trustee shall pay out of the Cash held by the Creditors' Trust Estate all reasonable costs, expenses and obligations incurred by the Trustee in carrying out his duties under this Agreement or in any manner connected, incidental or related to the administration of the Creditors' Trust without application to or order of the Court including, without limitation:

(a) any reasonable fees and expenses of attorneys, accountants, investment advisors, expert witnesses, insurance adjustors, property managers, realtors, brokers, professionals or other persons whom the Trustee may reasonably deem advisable to employ in connection with the Creditors' Trust, or on his own behalf in accordance with the terms of this Agreement; and

(b) any taxes, charges and assessments which may be owed by, or levied or assessed against, the Creditors' Trust Estate (including property allocated to the Disputed Claims Reserve) or any property held in trust hereunder.

9.9 Resignation and Removal.

9.9.1. Resignation. The Trustee may resign and be discharged from any future obligations and liabilities hereunder by giving written notice thereof to the Court at least thirty (30) days prior to the effective date of such resignation. Such resignation shall become effective on the day specified in such notice.

9.9.2. Removal. The Trustee may be removed at any time, with or without cause, by Holders holding not less than two-thirds of the Beneficial Interests in the Creditors' Trust. Upon any such removal, the removed Trustee shall be entitled to any and all reimbursement and indemnification set forth in this Agreement which remains due and owing to such Trustee at the time of such removal.

9.9.3. Appointment of Successor Trustee. If, at any time, the Trustee shall give notice of his intent to resign pursuant to Section 9.9.1 hereof or be removed or become incapable of acting, counsel for the Creditors' Trust shall provide notice thereof to the Court and to all Holders. The Court shall be asked to approve a successor Trustee to be nominated to by counsel for the Creditors' Trust to act under this Agreement.

9.9.4. Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver a copy to the Court. Thereupon, such successor Trustee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts and duties of his predecessor in the Creditors' Trust hereunder with like effect as if originally named herein.

10. Supplements and Amendments to this Trust Agreement.

10.1 Supplements and Amendment. Subject to the provisions of Sections 2 and 9.2 hereof, at any time and from time to time, upon the consent of the Trustee, and subject to approval by the Court if sought by the Trustee pursuant to Section 9.2 of this Agreement, the Trustee may execute a supplement or amendment hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement, or amendments thereto, as specified in such vote or consent; provided, however, that no such supplement or amendment shall (i) require any Holder to furnish or advance funds to the Trustee or shall entail any additional personal liability or the surrender of any individual right on the part of any Holder except with the written consent of such Holder or (ii) without the consent of those Holders holding not less than two-thirds of the Beneficial Interests in the Creditors' Trust, change or modify the provisions for distribution of the Creditors' Trust

Estate. In no event shall this Agreement be amended so as to change the primary purpose and intention of the Creditors' Trust to liquidate the Creditors' Trust Estate and distribute its assets in an expeditious but orderly manner, in accordance with Treasury Regulation section 301.7701-4(d) and Section 2.3 hereof.

10.2 Trustee, Declining to Execute Documents. If, in the reasonable opinion of the Trustee, any document required to be executed pursuant to the terms of Section 9.1 hereof materially and adversely affects any immunity or indemnity in favor of the Trustee under this Agreement, the Trustee may in his discretion decline to execute such document.

10.3 Notice of Form of Supplement and Amendments Requiring Vote or Consent. A copy of each amendment or supplement (or a fair summary thereof) shall be furnished to the Holders promptly after the execution thereof, except that with respect to any proposed amendment or supplement for which the consent of the Holders is required, the form of such proposed supplement or amendment (or a fair summary thereof) shall be furnished to the Holders, and such Holders' approval thereof by vote or consent of the Holders shall be requested and obtained prior to the Trustee's execution of such proposed amendment or supplement.

10.4 Notice and Effect of Executed Amendment. Upon the execution of any declaration of amendment or supplement, this Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the Trustee and the Claimants shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment or supplement shall be thereby deemed to be part of the terms and conditions of this Agreement for any and all purposes.

11. Miscellaneous.

11.1 Sales of Assets of the Creditors' Trust Estate. Any sale or other conveyance of any assets of the Creditors' Trust Estate, or part thereof, by the Trustee made in accordance with the terms of this Agreement shall bind the Claimants and shall be effective to transfer or convey all right, title and interest of the Trustee and the Claimants in and to such asset of the Creditors' Trust Estate.

11.2 Notices. Unless otherwise expressly specified or permitted by the terms of the Plan or this Agreement, all notices shall be in writing and delivered by registered or certified mail, return receipt requested, or by a hand or by facsimile transmission (and confirmed by mail), in any such case addressed as follows:

If to the Trustee:

[trustee]

Attn:

[

Fax: [#]

[

address

name

]

]

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With a copy to:

[firm]
Attn:	[name
[address]
Fax: [#]		

If to the Debtor:

[firm]
Attn:	[name
[address]
Fax: [#]		

and if to any Claimant, addressed to its latest mailing address reflected on the Claims List.

11.3 Severability. In the event any provision of this Agreement or the application thereof to any person or circumstances shall be finally determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

11.5 Binding Agreement. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and his successors and assigns, and any successor Trustee provided for in Section 8.9 and his respective successors and assigns, and the Claimants and their respective personal representatives, successors and assigns. Any request, notice, direction, consent, waiver or other instrument or action by any party hereto or any Claimant shall bind their respective heirs, personal representatives, successors and assigns.

11.6 Liability of the Creditors' Trust. Liabilities of the Creditors' Trust are to be satisfied in all events (including the exhaustion of the Creditors' Trust Estate) exclusively from the Creditors' Trust Estate and such liabilities are not to attach to or be paid from any amounts distributed to the Claimants, regardless of the time at which such distribution took place, or from the assets of the Claimants.

11.7 Headings. The headings of the various Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

11.8 Construction. Except where the context otherwise requires, words importing the masculine gender shall include the feminine and the neuter, if appropriate;

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words importing the singular number shall include the plural number and vice versa; and words importing persons shall include partnerships, associations, and corporations.

11.9 Governing Law. This Agreement including all matters of construction, validity and performance hereof, shall in all respects be governed by, and construed and interpreted in accordance with the internal laws of the State of California.

11.10 Subject to Bankruptcy Court's Jurisdiction. The Court shall retain jurisdiction over this Creditors' Trust, the Creditors' Trust Estate, the Disputed Claims Reserve, the Trustee and the Debtors to: (a) ensure that the provisions of this Agreement are complied with; and (b) issue any and all orders and take other actions necessary to implement this Agreement. Such jurisdiction shall include, without limitation, the jurisdiction contemplated by section 1142 of the Code.

11.11 Intention of the Parties. The Debtors, the Claimants and the Trustee hereby express their intent to create and maintain the Creditors' Trust as a grantor trust for federal income tax purposes in accordance with sections 671-677 of the Tax Code, and the Disputed Claims Reserve as a disputed ownership fund for federal income tax purposes in accordance with Treasury Regulation section 1.468B-9.

11.12 Restriction on Rights of Debtors Under Agreement. Neither Gianulias nor Cameo, nor any successor or assign of Gianulias or Cameo, shall have any power, right or authority to enforce in any manner any provision of this Agreement against the Trustee, the Holders, or the Claimants or any of them other than Section 4.2, 4.3, 4.4, 5.10(c) or 5.10(d); provided, however, that these restrictions do not apply to any breach or violation of Section 5.4.4 that occurs within the first twelve months following the Effective Date.

(the rest of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed or have hereunto caused this Agreement to be duly executed, as of the day and year first above written.

DEBTORS:

JAMES C. GIANULIAS

CAMEO HOMES

By: _____
Name: _____
Title: _____

TRUSTEE:

CREDITORS' TRUST

By: [**Trustee**], not in his individual capacity, but
solely as Trustee of the Creditors' Trust

By: _____
Name: _____
Title: _____