

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO
Honorable Sidney B. Brooks

In Re:)	
)	
CROSSOVER FINANCIAL I, LLC,)	CASE NO. 11-24257 SBB
EIN: 20-3295455,)	Chapter 11
Debtor.)	

**ORDER CONFIRMING
DEBTOR'S FIFTH AMENDED PLAN OF REORGANIZATION
DATED NOVEMBER 20, 2013**

The Debtor's Fifth Amended Chapter 11 Plan of Reorganization Dated November 20, 2013, filed by Crossover Financial I, LLC, on November 20, 2013 (Docket # 362) , having been transmitted to creditors and equity security holders; and

It having been determined after hearing on notice that the requirements for confirmation set forth in 11 U.S.C. §1129(a) have been satisfied;¹

IT IS ORDERED that:

The Debtor's Fifth Amended Chapter 11 Plan of Reorganization Dated November 20, 2013, filed by Crossover Financial I, LLC, on November 20, 2013, is confirmed. A copy of the confirmed plan is attached hereto.

IT IS FURTHER ORDERED that Debtor shall forthwith mail a copy of this Order to all creditors and parties in interest and file a certificate of service with the Court to that effect.

DATED this 20th day of March, 2014.

BY THE COURT:



Sidney B. Brooks,
United States Bankruptcy Judge

¹ The Court's findings and conclusions herein are based on, and the Court expressly relies on, the truth and accuracy of pleading and representations of the Debtor and Debtor's counsel.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

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CROSSOVER FINANCIAL I, LLC,)	CASE NO. 11-24257 SBB
EIN: 20-3295455,)	Chapter 11
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Debtor.)	

**DEBTOR'S FIFTH AMENDED
CHAPTER 11 PLAN OF REORGANIZATION
DATED NOVEMBER 20, 2013**

Crossover Financial I, LLC, Debtor-in-Possession hereby proposes it's Chapter 11 Plan of Reorganization pursuant 11 U.S.C. §1121 as follows:

ARTICLE I

SUMMARY

This Plan of Reorganization (the "Plan") under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay the creditors of Crossover Financial I, LLC (the "Debtor") from the proceeds of the liquidation of property of the estate. Property of the Bankruptcy Estate includes ceratin real property located in El Paso County, Colorado ("Real Property") described as follows:

PARCEL A

THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL B

THE EAST HALF OF THE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL C

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL D

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO.

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED TRACTS CONTAINED WITH HIGBY ROAD AS SET FORTH IN RESOLUTION NO 05-241 RECORDED JUNE 21, 2005 UNDER RECEPTION NO. 205092635 AND CONVEYED IN WARRANTY DEED RECORDED JUNE 21, 2005 UNDER RECEPTION NO. 205092636

This Plan provides for 10 classes of secured claims; 1 class of unsecured claims; and 1 class of equity security holders. It is not anticipated that unsecured creditors holding allowed claims will receive distributions under the Plan. This Plan also provides for payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

- | | | |
|-------|-----------------|--|
| 2.01 | <u>Class 1.</u> | All allowed claims entitled to priority under §507 of the Code (except administrative expense claims under §507(a)(2) and priority tax claims under §507(a)(8)). |
| 2.02. | <u>Class 2.</u> | Consists of the claim of Colorado Capital Ventures, LLC, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property. |
| 2.03. | <u>Class 3.</u> | Consists of the claim of Colorado Capital Ventures 2, LLC, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property |
| 2.04. | <u>Class 4.</u> | Consists of the claim of Allen and Vellone, P.C., to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property. |

2.05. Class 5. Consists of the claim of the beneficiaries (“Noteholders”) of a Deed of Trust dated June 23, 2010, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property. Class 5 claimants are identified of as follows:

Creditor	Principal Balance	Accrued Interest	Total	Scheduled Claim	Proof of Claim Amount	Proposed Allowed Amount
Aguirre, Oscar	\$59,300.00	\$22,090.82	\$81,390.82	\$81,390.82		\$81,390.82
Aguirre, Rachel	\$89,500.00	\$33,339.74	\$122,839.74	\$122,839.74		\$122,839.74
Bacheller, Lewis	\$212,500.00	\$79,165.00	\$291,665.00	\$291,665.00		\$291,665.00
Baker, Dan & Anna	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$68,629.26
Barton, Kathleen	\$84,750.00	\$31,572.00	\$116,322.00	\$116,322.00	\$468,896.82	\$468,896.82
Barton, Kathleen	\$37,500.00	\$13,968.52	\$51,468.52	\$51,468.52		\$0.00
Barton, Kathleen	\$187,500.00	\$69,856.30	\$257,356.30	\$257,356.30		\$0.00
Barton, Kathleen	\$15,500.00	\$5,773.22	\$21,273.22	\$21,273.22		\$0.00
Billings, Robert	\$149,500.00	\$54,825.85	\$204,325.85	\$204,325.85		\$204,325.85
Bowman, William & Geri	\$400,000.00	\$149,021.30	\$549,021.30	\$549,021.30	\$576,543.88	\$576,543.88
Bright, Jeffrey	\$24,000.00	\$8,938.18	\$32,938.18	\$32,938.18		\$32,938.18
Bright, Sandra K.	\$26,000.00	\$9,691.08	\$35,691.08	\$35,691.08		\$35,691.08
Brown, Curt and Natalie	\$393,392.18	\$146,561.80	\$539,953.98	\$539,953.98		\$539,392.18
Brown, Curt and Natalie	\$128,450.00	\$47,853.10	\$176,303.10	\$176,303.10		\$176,303.10
Brown, Curt and Natalie	\$650,000.00	\$242,155.74	\$892,155.74	\$892,155.74		\$892,155.74
Chun Trust, Edmund	\$300,000.00	\$111,763.70	\$411,763.70	\$411,763.70		\$411,763.70
Chun Trust, Edmund	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
Craig, Rick	\$500,000.00	\$186,267.96	\$686,267.96	\$686,267.96		\$686,267.96
Craig, Rick	\$700,655.00	\$261,032.32	\$961,687.32	\$961,687.32		\$961,687.32
Cupples, Gordon	\$200,000.00	\$74,505.18	\$274,505.18	\$274,505.18		\$274,505.18
Cupples, Gordon	\$400,000.00	\$149,021.30	\$549,021.30	\$549,021.30		\$549,021.30
Cupples, Roxana	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$68,629.26
DeCelles Family Trust	\$1,251,228.56	\$458,906.36	\$1,710,134.92	\$1,710,134.92	\$1,681,856.87	\$1,681,856.87
DeCelles, Phillip	\$900,000.00	\$330,086.91	\$1,230,086.91	\$1,230,086.91	\$1,237,975.40	\$1,237,975.40
DeCelles, Phillip	\$21,000.00	\$7,703.61	\$28,703.61	\$28,703.61		\$0.00
Deis, Bryan	\$250,000.00	\$93,134.44	\$343,134.44	\$343,134.44		\$343,134.44
Deis, Donna	\$400,000.00	\$149,021.30	\$549,021.30	\$549,021.30		\$549,021.30

Creditor	Principal Balance	Accrued Interest	Total	Scheduled Claim	Proof of Claim Amount	Proposed Allowed Amount
Deis, Gary	\$20,900.00	\$7,788.28	\$28,688.28	\$28,688.28	\$29,249.21	\$29,249.21
Deis, Gary and Nancy	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52	\$140,338.60	\$140,338.60
Deis, Nancy	\$18,500.00	\$6,897.56	\$25,397.56	\$25,397.56	\$25,889.55	\$25,889.55
Eisberg, Arthur C., Jr.	\$180,000.00	\$67,062.78	\$247,062.78	\$247,062.78	\$252,785.52	\$252,785.52
Eisberg, Lynn	\$32,250.00	\$12,015.52	\$44,265.52	\$44,265.52	\$45,069.97	\$45,069.97
Farrar, Mark	\$48,500.00	\$18,072.56	\$66,572.56	\$66,572.56		\$66,572.56
Fischer, Gary	\$292,500.00	\$108,969.26	\$401,469.26	\$401,469.26	\$401,469.26	\$401,469.26
Foster, Maxine	\$350,000.00	\$128,369.16	\$478,369.16	\$478,369.16		\$478,369.16
Garner, Lana	\$986,000.00	\$367,331.26	\$1,353,331.26	\$1,353,331.26		\$1,353,331.26
Garner, Lana	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
Gehrmann, Jr., Thomas	\$68,800.00	\$25,626.30	\$94,426.30	\$94,426.30		\$94,426.30
George, Cristine	\$167,000.00	\$62,216.78	\$229,216.78	\$229,216.78		\$229,216.78
George, Thomas	\$225,000.00	\$83,825.74	\$308,825.74	\$308,825.74		\$308,825.74
Gillet, Carol	\$37,100.00	\$13,820.68	\$50,920.68	\$50,920.68		\$50,920.68
Gillet, Tom	\$220,000.00	\$81,958.52	\$301,958.52	\$301,958.52		\$301,958.52
Guerrini, Peter	\$73,700.00	\$27,456.10	\$101,156.10	\$101,156.10		\$101,156.10
Hacker, Bruce	\$200,000.00	\$74,505.18	\$274,505.18	\$274,505.18	\$396,529.42	\$396,529.42
Hacker, Bruce	\$75,000.00	\$27,937.96	\$102,937.96	\$102,937.96		\$0.00
Hall, Louise	\$108,000.00	\$40,237.30	\$148,237.30	\$148,237.30	\$156,035.34	\$156,035.34
Hall, Thomas	\$230,000.00	\$85,692.04	\$315,692.04	\$315,692.04	\$425,473.61	\$425,473.61
Hall, Thomas	\$70,000.00	\$26,083.52	\$96,083.52	\$96,083.52		\$0.00
Harmon, Donna	\$1,000,000.00	\$372,547.78	\$1,372,547.78	\$1,372,547.78	\$1,440,601.67	\$1,440,601.67
Hartwig, Bryan	\$250,000.00	\$93,134.44	\$343,134.44	\$343,134.44		\$343,134.44
Hartwig, JoAnn	\$225,000.00	\$82,524.77	\$307,524.77	\$307,524.77		\$307,524.77
Hise, George	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
Hooper, Gary and Barbara	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
House, James	\$350,000.00	\$130,392.04	\$480,392.04	\$480,392.04	\$504,466.07	\$504,466.07
Integrity Bank	\$340,000.00	\$126,671.30	\$466,671.30	\$466,671.30	\$562,142.37	\$562,142.37
Integrity Bank	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$0.00
Kaapuni, Richard	\$70,000.00	\$26,083.52	\$96,083.52	\$96,083.52		\$96,083.52
King, Charles	\$275,000.00	\$102,455.00	\$377,455.00	\$377,455.00		\$377,455.00

Creditor	Principal Balance	Accrued Interest	Total	Scheduled Claim	Proof of Claim Amount	Proposed Allowed Amount
Kullberg, Margaret	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$68,629.26
Maccarrone, Thomas	\$275,000.00	\$102,455.00	\$377,455.00	\$377,455.00		\$377,455.00
Maccarrone, Thomas and Janel	\$175,000.00	\$65,196.48	\$240,196.48	\$240,196.48		\$240,196.48
Massey, Curtis	\$175,000.00	\$65,196.48	\$240,196.48	\$240,196.48	\$439,986.24	\$439,986.24
Massey, Curtis	\$78,250.00	\$29,149.00	\$107,399.00	\$107,399.00		\$0.00
Massey, Curtis	\$25,000.00	\$9,308.70	\$34,308.70	\$34,308.70		\$0.00
Massey, Curtis	\$27,000.00	\$10,062.52	\$37,062.52	\$37,062.52		\$0.00
McBride, James	\$404,000.00	\$150,505.22	\$554,505.22	\$554,505.22		\$554,505.22
Melchisedeck, Jerry	\$223,100.00	\$83,120.28	\$306,220.28	\$306,220.28	\$343,145.38	\$343,145.38
Melchisedeck, Jerry	\$26,900.00	\$10,025.10	\$36,925.10	\$36,925.10		\$36,925.10
Miclean, David	\$157,500.00	\$58,681.30	\$216,181.30	\$216,181.30	\$380,882.22	\$380,882.22
Miclean, David	\$120,000.00	\$44,700.92	\$164,700.92	\$164,700.92		\$0.00
Milner, Don	\$22,000.00	\$8,196.22	\$30,196.22	\$30,196.22		\$30,196.22
Milner, Sandra	\$71,000.00	\$26,454.04	\$97,454.04	\$97,454.04		\$97,454.04
Morgan, Dustin	\$168,000.00	\$62,588.22	\$230,588.22	\$230,588.22		\$230,588.22
Morgan, Dr. Michael	\$125,494.00	\$46,752.48	\$172,246.48	\$172,246.48		\$172,246.48
Munyon, David	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$68,629.26
Munyon, David	\$25,000.00	\$9,308.70	\$34,308.70	\$34,308.70		\$34,308.70
Munyon, David	\$21,000.00	\$7,824.78	\$28,824.78	\$28,824.78		\$28,824.78
Olsen, Steven	\$110,000.00	\$40,979.26	\$150,979.26	\$150,979.26		\$150,979.26
Paxson, Ronald	\$41,600.00	\$15,501.72	\$57,101.72	\$57,101.72		\$57,101.72
Paxson, Sharon	\$286,500.00	\$106,732.44	\$393,232.44	\$393,232.44		\$393,232.44
Pelletier, Lawrence	\$49,470.00	\$18,431.22	\$67,901.22	\$67,901.22	\$69,600.56	\$69,600.56
Pelletier, Larry and Carol	\$50,530.00	\$18,827.30	\$69,357.30	\$69,357.30	\$71,091.90	\$71,091.90
Pulcheon, Jack	\$121,000.00	\$45,083.30	\$166,083.30	\$166,083.30		\$166,083.30
Reineke, Ross	\$406,000.00	\$151,259.04	\$557,259.04	\$557,259.04	\$630,248.27	\$630,248.27
Roderick, Richard	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
Rogers, Aimee	\$28,500.00	\$10,618.30	\$39,118.30	\$39,118.30	\$42,289.82	\$42,289.82
Rogers, Sterling	\$83,500.00	\$31,102.92	\$114,602.92	\$114,602.92	\$124,837.64	\$124,837.64
Rothe, Randy	\$150,000.00	\$55,887.78	\$205,887.78	\$205,887.78		\$205,887.78
Schwartzbach, Stephen	\$1,082,000.00	\$403,094.00	\$1,485,094.00	\$1,485,094.00	\$1,693,285.19	\$1,693,285.19

Creditor	Principal Balance	Accrued Interest	Total	Scheduled Claim	Proof of Claim Amount	Proposed Allowed Amount
Schwartzbach, Stephen	\$78,000.00	\$29,062.30	\$107,062.30	\$107,062.30		\$0.00
Shade, Terry	\$120,000.00	\$44,700.92	\$164,700.92	\$164,700.92		\$164,700.92
Shade, Terry	\$118,293.50	\$44,070.30	\$162,363.80	\$162,363.80		\$162,363.80
Shade, Terry	\$82,500.00	\$30,731.48	\$113,231.48	\$113,231.48		\$113,231.48
Tedder, Debra	\$57,000.00	\$21,237.52	\$78,237.52	\$78,237.52		\$78,237.52
Tedds, Roger	\$200,000.00	\$74,505.18	\$274,505.18	\$274,505.18		\$274,505.18
Toelle, Bruce	\$308,000.00	\$114,742.48	\$422,742.48	\$422,742.48		\$422,742.48
Toelle, Maryann	\$28,500.00	\$10,618.30	\$39,118.30	\$39,118.30		\$39,118.30
Uchida, Melvyn	\$127,500.00	\$47,494.44	\$174,994.44	\$174,994.44		\$174,994.44
Uchida, Melvyn	\$200,000.00	\$74,505.18	\$274,505.18	\$274,505.18		\$274,505.18
Wade, Stephen and Rita	\$100,000.00	\$37,258.52	\$137,258.52	\$137,258.52		\$137,258.52
Walker, Patrick	\$150,000.00	\$55,887.78	\$205,887.78	\$205,887.78	No Amount	\$205,887.78
Wells, Linda	\$500,000.00	\$195,733.32	\$695,733.32	\$695,733.32		\$695,733.32
Wells, Walter	\$50,000.00	\$18,629.26	\$68,629.26	\$68,629.26		\$68,629.26
Wilson, C.B. and Patricia	\$100,000.00	\$36,680.38	\$136,680.38	\$136,680.38		\$136,680.38
Wilson, C.B. and Patricia	\$409,516.76	\$150,202.14	\$559,718.90	\$559,718.90		\$559,718.90
Wilson, Patricia Ann	\$154,070.00	\$57,396.34	\$211,466.34	\$211,466.34		\$211,466.34
Yohanan, James Michael	\$61,500.00	\$22,906.70	\$84,406.70	\$84,406.70		\$84,406.70
Yohanan, Mary F.	\$24,750.00	\$9,222.00	\$33,972.00	\$33,972.00		\$33,972.00
Totals	\$21,542,000.00	\$8,015,255.76	\$29,557,255.76	\$29,557,255.76		\$29,976,715.38

Note: Several Proofs of Claim were filed on account of multiple promissory notes. The full amount of the respective Proof of Claim is proposed to be allowed but no attempt has been made to allocate the claimed amount to the multiple notes. Accordingly, some claims are shown to be allowed in the amount of \$0.00, however, the claimed amounts asserted in the Proof of Claim are reflected in the allowed amount of the first note held by the respective Noteholder.

2.06. Class 6.

Consists of the claim of Ross A. Reineke, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property.

- 2.07. Class 7. Consists of the claim of Colorado Capital Ventures 3, LLC, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property.
- 2.08. Class 8. Consists of the claim of the DeCelles Trust, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property.
- 2.09. Class 9. Consists of the claim of First Regional Bank, c/o Trust Administrative Services Corporation FBO Philip P. DeCelles, to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property.
- 2.10. Class 10. Consists of the claim of William R. Bowman and Geri A. Bowman; Bruce D. Hacker and Nancy J. Hacker; H. Thomas Hall and Lousie M. Hall; Donna M. Harmon; James B. House; Curtis Massey; Kathleen H. Barton; Integrity Bank and f/b/o “IBAT,” a Colorado corporation; and Stephen L. Schwartzbach , to the extent allowed as a secured claim under §506 of the Code with respect to the Real Property.
- 2.11. Class 11. Consists of unsecured claims that may be asserted by the holders of claims in Classes 2 through 10 as a result of the bifurcation of the claims under Section 506 of the Bankruptcy Code
- 2.12. Class 12. Consists of the equity interest of the Debtor held by Mitchell Yellen.

ARTICLE III

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS

3.01. Unclassified Claims. Under §1123(a)(1) of the Code, administrative expense claims, and priority tax claims are not in classes.

3.02. Administrative Expense Claims. Each holder of an administrative expense claim allowed under §503 of the Code will be paid in full of the effective date of the Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed up by the holder of such claim and the Debtor from the proceeds of the sale of Real Property.

3.03. Priority Tax Claims. No priority tax claims have been asserted against the Debtor.

3.04. United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of the Plan will be paid on the effective date.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01. Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	Unimpaired	No Class 1 claims exist. No Proofs of Claim asserting entitlement to priority treatment have been filed.
Class 2 - Secured Claim of Colorado Capital Ventures, LLC	Unimpaired	<p>Colorado Capital Ventures, LLC, filed Proof of Claim numbered 13 in the amount of \$500,455.08. The claim was filed as a secured claim in the amount of \$498,955.08 arising from the assignment of a transcript of judgment recorded on April 22, 2010, in the original amount of \$448,346.03. The claim also includes an unsecured amount of \$1,500.00.</p> <p>Pursuant to 11 U.S.C. §506(a) (1) “An allowed claim of a creditor secured by a lien on property in which the estate has an interest...is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property...and is an unsecured claim to the extent that the value of such creditor's interest...is less than the amount of such allowed claim. 11 U.S.C. §506(b) provides: “To the extent that an allowed secured claim is secured by property the value of which, after any recovery under subsection (c) of this section, is greater than the amount of such claim, there shall be allowed to the holder of such claim, interest on such claim, and any reasonable fees, costs, or charges provided for under the agreement or State statute under which such claim arose.”</p> <p>The secured claim represents the first priority lien against the Real Property. The value of Real Property exceeds the amount of the secured claim. To the extent allowed, the Class 2 secured claim will be paid in full, including interest and other charges allowable under Section 506 of the Bankruptcy Code from the proceeds of the sale of the Real Property.</p> <p>The Debtor reserves any rights it may have to file a objection to allowance of the claim if appropriate. To the</p>

Class	Impairment	Treatment
		<p>extent that any portion of the secured claim is reclassified as unsecured, any such amount will be treated as a Class 11 Unsecured Claim.</p> <p>The \$1,500.00 unsecured amount set forth in the Proof of Claim will be treated as a Class 11 Unsecured Claim.</p>
Class 3 - Secured Claim of Colorado Capital Ventures 2, LLC	Unimpaired	<p>Colorado Capital Ventures 2, LLC, filed Proof of Claim numbered 14 in the amount of \$162,450.81. The claim was filed as a secured claim in the amount of \$162,450.81 arising from the assignment of a Deed of Trust dated March 29, 2010, between Mitchell B. Yellen, Wealth Wonks Capital LLC and Crossover Financial I, LLC for the benefit of M. Jim Zendejas of Stinar & Zendejas, LLC in the amount of \$130,000.00 initially recorded on April 16, 2010 and re-recorded on April 26, 2010, in the original amount of \$130,000.00 for legal services provided to the Debtor.</p> <p>Pursuant to 11 U.S.C. §506(a) (1) “An allowed claim of a creditor secured by a lien on property in which the estate has an interest...is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property...and is an unsecured claim to the extent that the value of such creditor's interest...is less than the amount of such allowed claim. 11 U.S.C. §506(b) provides: “To the extent that an allowed secured claim is secured by property the value of which, after any recovery under subsection (c) of this section, is greater than the amount of such claim, there shall be allowed to the holder of such claim, interest on such claim, and any reasonable fees, costs, or charges provided for under the agreement or State statute under which such claim arose.”</p> <p>The secured claim represents the second priority lien against the Real Property. The value of Real Property exceeds the amount of the secured claim. To the extent allowed, the Class 3 secured claim will be paid in full, including interest and other charges allowable under Section 506 of the Bankruptcy Code from the proceeds of the sale of the Real Property.</p> <p>The Debtor reserves any rights it may have to file a objection to allowance of the claim if appropriate. To the extent that any portion of the secured claim is reclassified as unsecured, any such amount will be treated as a Class 11 Unsecured Claim.</p>

Class	Impairment	Treatment
Class 4 - Secured Claim of Allen and Vellone, P.C.	Impaired	<p>The claim of Allen & Vellone, P.C., was scheduled as a secured claim in the Debtor's schedules in the amount of \$90,000.00 arising from a Deed of Trust dated June 17, 2010 between Crossover Financial I, LLC for the benefit of Allen & Vellone, P.C. in the amount of \$90,000.00 recorded on June 21, 2010, for legal services provided to the Debtor. The claim will be allowed in the amount of \$85,711.96. The claim was not scheduled as contingent, unliquidated or disputed by the Debtor.</p> <p>The secured claim represents the third priority lien against the Real Property. The value of Real Property exceeds the amount of the secured claim. To the extent allowed, the Class 3 secured claim will be paid from the proceeds of the sale of the Real Property. The claim will not be entitled to interest or other amounts that may be allowable under Section 506 of the Bankruptcy Code because no Proof of Claim was timely filed.</p> <p>The Debtor reserves any rights it may have to file a objection to allowance of the claim if appropriate. To the extent that any portion of the secured claim is reclassified as unsecured, any such amount will be treated as a Class 11 Unsecured Claim.</p>
Class 5 - Secured Claim of Noteholders	Impaired	<p>Class 5 claims consist of the claims of the holders of 108 promissory notes issued by the Debtor under a Private Placement Memorandum and secured by Deed of Trust dated June 23, 2010 between Crossover Financial I, LLC for the benefit of the 108 Noteholders in the amount of \$21,542,000.00 recorded on June 25, 2010 at reception no. 210060614 and re-recorded on March 21, 2011 at reception no. 211028297 to correct a copying error whereby certain names were cut off from Exhibit B listing the beneficiaries of the Deed of Trust.</p> <p>The secured claim represents the fourth priority lien against the Real Property. The principal amount of the Deed of Trust exceeds the fair market value of the Real Property.</p> <p>Class 5 claimants shall receive the balance of the proceeds of sale of the Real Property on a pro rata basis of the principal amount of the respective promissory notes after the payment of unclassified administrative expenses and claims in Classes 2, 3, 4 and 5.</p> <p>Pursuant to Section 506 of the Bankruptcy Code, to the</p>

Class	Impairment	Treatment
		extent that proceeds from the sale of the Real Property are insufficient to pay the principal amount of the promissory notes in full, any unpaid principal balance, together with accrued interest and other charges will be treated as a Class 11 Unsecured Claim.
Class 6 - Secured Claim of Ross A. Rieneke	Impaired	<p>Ross A. Rieneke filed Proof of Claim numbered 15 in the amount of \$630,248.27. The claim was filed as a secured claim arising from a transcript of judgment recorded on August 25, 2010, in the original amount of \$563,417.60, or alternatively, as a secured claim as a beneficiary of the Deed of Trust dated June 23, 2010.</p> <p>The claim of Ross A. Rieneke as a beneficiary of the Deed of Trust dated June 23, 2010 is allowed as a Class 5 claim.</p> <p>To the extent that the claim is asserted as arising from the judgment lien created upon the filing of the transcript of judgment, the fair market value of Real Property is less than the amount of the senior secured claims (Class 2 through Class 5) and pursuant to 11 U.S.C. §506, the balance of the claim not paid as a Class 5 claim will be treated as a Class 11 Unsecured Claim.</p>
Class 7 - Secured Claim of Colorado Capital Ventures, LLC	Impaired	<p>Colorado Capital Ventures 3, LLC, filed Proof of Claim numbered 12 in the amount of \$16,184.34. The claim was filed as a secured claim arising from a Deed of Trust recorded on March 4, 2011.</p> <p>The fair market value of Real Property is less than the amount of the senior secured claims (Class 2 through Class 6) and pursuant to 11 U.S.C. §506, the claim will be treated as a Class 11 Unsecured Claim.</p>

Class	Impairment	Treatment
Class 8 - Secured Claim of The DeCelles Trust	Impaired	<p>The DeCelles Trust filed Proof of Claim numbered 11 in the amount of \$1,681,856.67. The claim was filed as a secured claim arising from a transcript of judgment recorded on March 28, 2011, in the original amount of \$1,681,856.67, or alternatively, as a secured claim as a beneficiary of the Deed of Trust dated June 23, 2010.</p> <p>The claim of The DeCelles Trust as a beneficiary of the Deed of Trust dated June 23, 2010 is allowed as a Class 5 claim.</p> <p>To the extent that the claim is asserted as arising from the judgment lien created upon the filing of the transcript of judgment, the fair market value of Real Property is less than the amount of the senior secured claims (Class 2 through Class 7) and pursuant to 11 U.S.C. §506, the balance of the claim not paid as a Class 5 claim will be treated as a Class 11 Unsecured Claim.</p>
Class 9 - Secured Claim of First Regional Bank, c/o Trust Administrative Services Corporation FBO Philip P. DeCelles	Impaired	<p>First Regional Bank, c/o Trust Administrative Services Corporation FBO Philip P. DeCelles filed Proof of Claim numbered 10 in the amount of \$1,237,975.40. The claim was filed as a secured claim arising from a transcript of judgment recorded on March 28, 2011, in the original amount of \$1,237,975.40, or alternatively, as a secured claim as a beneficiary of the Deed of Trust dated June 23, 2010.</p> <p>The claim of First Regional Bank, c/o Trust Administrative Services Corporation FBO Philip P. DeCelles as a beneficiary of the Deed of Trust dated June 23, 2010 is allowed as a Class 5 claim.</p> <p>To the extent that the claim is asserted as arising from the judgment lien created upon the filing of the transcript of judgment, the fair market value of Real Property is less than the amount of the senior secured claims (Class 2 through Class 8) and pursuant to 11 U.S.C. §506, the balance of the claim not paid as a Class 5 claim will be treated as a Class 11 Unsecured Claim.</p>

Class	Impairment	Treatment
Class 10 - Secured Claim of William R. Bowman and Geri A. Bowman; Bruce D. Hacker and Nancy J. Hacker; H. Thomas Hall and Lousie M. Hall; Donna M. Harmon; James B. House; Curtis Massey; Kathleen H. Barton; Integrity Bank and f/b/o "IBAT," a Colorado corporation; and Stephen L. Schwartzbach	Impaired	<p>The holders of Class 10 claims: William R. Bowman and Geri A. Bowman; Bruce D. Hacker and Nancy J. Hacker; H. Thomas Hall and Lousie M. Hall; Donna M. Harmon; James B. House; Curtis Massey; Kathleen H. Barton; Integrity Bank and f/b/o "IBAT," a Colorado corporation; and Stephen L. Schwartzbach each filed proofs of claim against the bankruptcy estate as a secured claims arising from a transcript of judgment recorded on May 18, 2011, in the aggregate original amount of \$6,608,198.29, or alternatively, as secured claims as beneficiaries of the Deed of Trust dated June 23, 2010.</p> <p>The claims of the Class 10 claimants as beneficiaries of the Deed of Trust dated June 23, 2010 are allowed as a Class 5 claims.</p> <p>To the extent that the claims are asserted as arising from the judgment lien created upon the filing of the transcript of judgment, the fair market value of Real Property is less than the amount of the senior secured claims (Class 2 through Class 9) and pursuant to 11 U.S.C. §506, the balance of the claims not paid as Class 5 claims will be treated as a Class 11 Unsecured Claim.</p>
Class 11 - Unsecured Claims	Impaired	<p>Class 11 consists of any unsecured portion of claims in Classes 2 through 10 as a result of the bifurcation of the respective claims under Section 506 of the Bankruptcy Code or any other portion of the claims that may disallowed as secured claims.</p> <p>It is not expected that unsecured claims will receive distributions under the plan.</p> <p>To the extent that potential litigation is commenced by the Debtor and results in any monetary recovery, the net monetary recovery (after deduction of any associated fees, costs, or other expenses) shall be distributed the holders of Class 11 claims on a pro rata basis.</p>
Class 12 - Equity Claims	Impaired	<p>Mitchell Yellen, is the sole member of the Debtor. Upon completion of the distributions to creditors in Classes 2 through 11, the membership interest will be cancelled and the Equity Claims will not receive any property under the plan.</p>

ARTICLE V

ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection.

5.02 Disallowed Claims. On July 18, 2011, the Court entered an order establishing September 6, 2011 as the deadline for filing proof of claims. Pursuant to the order, creditors whose claims were listed in the Debtor's schedules as disputed, contingent or unliquidated and who did not file proofs of claims by the deadline are disallowed with respect to the Debtor's bankruptcy estate.

5.03 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed.

5.04 Settlement of Disputed Claims. Prior to the Effective Date of the Plan, the Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure. After the Effective Date, only the Liquidating Trustee may settle and compromise claims, which settlement shall be subject to court approval and compliance with Rule 9019.

5.05 Objections to Disputed Claims. After the Effective Date of the Plan, only the Liquidating Trustee may object to claims. Any objection to a disputed claim must be made within 90 days after the Effective Date of the Plan.

5.06 Unclaimed Distributions. Any distributions made to creditors that are unclaimed after 90 days, together with any additional distributions that the creditor would be entitled to receive, shall be distributed to other allowed Class 5 claimants on a pro rata basis.

ARTICLE VI

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

_____6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the effective date of the Plan:

None

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming the Plan, upon the effective date of the Plan. A proof of claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

7.01. Liquidating Trust. On the Effective Date of the Plan, the Debtor will enter into the Crossover Financial I Liquidating Trust Agreement (“Trust Agreement”) for the benefit of the holders of claims against the bankruptcy estate. On the Effective Date, legal title to all property of the estate, as defined by 11 U.S.C. §541, including without limitation all causes of action (subject to applicable statutory limitations) that were or could have been brought by the Debtor-in-Possession, shall be vested in the Trust in accordance with and pursuant to the terms of the Plan and the Trust Agreement. Except as otherwise provided in the Plan, on the Effective Date, the Trustee, on behalf of the Trust, shall be: (i) authorized to act as representative of the Debtor’s Estate in respect of any and all claims or causes of action that constitute Trust Assets or assets of the Trust Estate (ii) substituted as successor to the Debtor (a) in all actions and proceedings pending or thereafter commenced in the Bankruptcy Court or elsewhere in regard to the Trust Assets or the Trust Estate, and (b) in all actions and proceedings pending or thereafter commenced in the Bankruptcy Court, including Avoidance Actions as defined in the Plan. A copy of the proposed Trust Agreement is attached hereto as **Exhibit 1**.

7.02 Transfer of Assets. Pursuant to 11 U.S.C. §§1123(a)(5)(B)(D) and (E) and 1123(b)(5), the transfer of the Debtor’s assets to the Trust shall be free and clear of all liens, claims, interests and encumbrances. The liquidation of the assets and distribution of proceeds shall be subject to the terms of the Plan. The affected liens, claims, interests and encumbrances are set forth in **Exhibit 2**.

7.03. Liquidating Trustee. C. Randel Lewis, Principal and Founder of Western Receiver, Trustee & Consulting Services Ltd., will serve as the Liquidating Trustee and deemed to have been appointed as representative of the estate by the Bankruptcy Court pursuant to 11 U.S.C. §1123(b)(3)(B). Mr. Lewis will be entitled to compensation for his services on an hourly basis at his normal hourly rate of \$385 per hour. Mr. Lewis’ professional qualifications are set forth in **Exhibit 3** attached hereto.

7.04 Liquidation of the Real Property. The Liquidating Trustee shall have the duty to liquidate the Real Property and distribute the proceeds thereof in accordance with the provisions of the Plan. The Liquidating Trustee shall have the power to determine the best method for selling the property, including the authority to propose an auction procedure, in the exercise of the Liquidating Trustee's reasonable business judgment. The Liquidating Trustee shall provide notice of the proposed sale procedure to the beneficiaries of the Trust who shall have fourteen (14) days to respond. In the absence of objection, the Liquidating Trustee may proceed with the sale without the supervision or approval of the Bankruptcy Court. In the event objections to the sale procedure are received, and cannot be resolved by agreement, the matter will be submitted to the Bankruptcy Court for resolution.

7.05 Additional Trustee Duties. Additionally, the Liquidating Trustee's duties shall include, but are not limited to:

- a.) Preserving and maintaining the property conveyed to the trust;
- b.) Effectuating the distributions to claimants pursuant to the terms of the Plan;
- c.) Evaluating and determining the highest and best offer in the event that competing bids for the purchase of the estate property are submitted;
- d.) Conveying the estate property to the successful purchaser;
- e.) In the event of a default in the by any proposed purchaser, liquidating any remaining property in a manner best suited to maximize the distributions to claimants at the sole discretion of the Trustee; and
- f.) Take any other reasonable actions necessary to administer the Trust and effectuate the terms of the Plan.

7.06 Avoidance Actions. The Debtor has commenced two adversary proceedings seeking to avoid the judicial liens obtained by the DeCelles Creditors and the Bowman Creditors within the 90 immediately preceding the filing of the bankruptcy case as preferential transfers under 11 U.S.C. §547. No monetary claims have been asserted in those actions. Under the terms of the Plan, it appears funds will not be sufficient pay higher priority classes in full and no payments will be made on account of the judicial liens rendering the actions moot. However, the Liquidating Trustee shall retain the power to pursue, or abandon such actions in his sole discretion.

7.07 Liquidating Trustee's Employment of Professionals. The Liquidating Trustee may retain such legal counsel, accountants, advisors, professionals or other persons as deemed necessary by the Liquidating Trustee to assist the Liquidating Trustee in fulfilling his duties hereunder or in exercising any of the Liquidating Trustee's rights and powers hereunder (regardless of whether any such person is related to the Liquidating Trustee or is otherwise affiliated with the Liquidating

Trustee in any manner, except as expressly provided herein). To the extent that the Liquidating Trustee is licensed and capable of doing so, the Liquidating Trustee may serve as its own attorney, accountant and/or tax specialist in conjunction with any of the rights, powers and duties of the Liquidating Trustee under this Trust Agreement.

7.08 Compensation and Reimbursement of the Liquidating Trustee and Professionals. The Liquidating Trustee or any professionals or any other person retained by the Liquidating Trustee pursuant to this Trust Agreement shall be entitled to reasonable compensation for services rendered at a rate reflecting actual time billed by such Liquidating Trustee, professional or person on an hourly basis, at the standard billing rates for such services in effect at the time of service or such other rate of compensation that is reasonable. All reasonable out-of-pocket expenses incurred by the Liquidating Trustee or any other professional or other person retained by the Liquidating Trustee shall be reimbursable as a Trust Administration Expense.

7.09 No Rights In Assets. The Trust Estate shall be held by the Trustee in trust for the benefit of the Claimants. Consequently, this Trust Agreement does not create for, or give to, any Claimant any direct interest or property right to any of the Trust Assets, and no Claimant shall have any rights against any such assets until a distribution is made or required to be made to a Claimant under the Plan.

7.10 Limitation on Liability of the Liquidating Trustee. Subject to applicable law, the Liquidating Trustee shall not be liable for any act he may do or omit to do as the Liquidating Trustee hereunder while acting in good faith and in the exercise of his reasonable judgment; nor shall the Liquidating Trustee be liable in any event except for his own gross negligence or willful conduct. The foregoing limitation of liability shall apply equally to the agents and/or employees of the Liquidating Trustee acting on behalf of the Liquidating Trustee in the fulfillment of the Liquidating Trustee's duties hereunder.

7.11. Quarterly Fees. Prior to the entry of the final decree, the Liquidating Trustee shall continue to remit quarterly fees and post-confirmation reports to the United States Trustee. Payments continue until the chapter 11 case is dismissed, converted or closed. The quarterly fee shall be paid as it becomes due.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set for in §§101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

8.02 Effective Date of Plan. The effective date of this Plan is the 15th day following the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the

effective will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforce ability and operative effect of any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and enure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.06 Retention of Jurisdiction. The Court shall retain jurisdiction over these proceedings after confirmation of the Plan for the following purposes:

- a. To hear and determine any dispute arising under the Plan.
- b. To make such Orders as are necessary or appropriate to carry out the provisions of the Plan.
- c. To make such Orders as may be appropriate under Section 1142 of the Code.
- d. To adjudicate all claims objections filed by the Debtor or other parties in interest.
- e. To consider and order any amendments to this Plan post confirmation as may be requested under Section 1127 of the Code.
- f. To hear and determine all fee applications or requests for approval of administrative expenses, and to determine any disputes as to the reasonableness of any professional fees and/or expenses paid by the Trustee of the Liquidating Trust.
- g. To enforce orders previously entered by the Court.
- h. To correct any defect, cure any omission or reconcile any inconsistency in the Plan or order of confirmation as may be necessary to carry out the purposes and intents of the Plan.
- i. To hear and determine any disputes that may arise from the administration of the Liquidating Trust.

8.07. All notices, requests, demands, or other communications required or permitted in this Plan must be given in writing to the party(ies) to be notified. All communications will be deemed delivered when received at the following addresses:

To the Debtor at:

Crossover Financial I, LLC
P.O. Box 2645
Elizabeth, CO 80107

With a copy to:

Stephen C. Nicholls
Nicholls & Associates, P.C.
1850 Race Street
Denver, CO 80206

To the Liquidating Trustee at:

C. Randel Lewis
1600 Wynkoop Street, Suite 200
Denver, CO 80202

With a copy to:

Caroline C. Fuller
Fairfield & Woods, P.C.
1700 Lincoln St., Suite 2400
Denver, CO 80203-4524

To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if filed, or at the address set forth for the claimant in the Debtor's Schedules filed with the Court.

8.08. If a person or entity entitled to receive a payment or distribution pursuant to this Plan fails to negotiate a check, accept a distribution or notify the Debtor of a forwarding address within one (1) year of the Effective Date of the Plan, the person or entity is deemed to have released the Debtor and abandoned any right to payment or distribution under the Plan.

ARTICLE IX

EFFECT OF CONFIRMATION

9.01 Effect of Confirmation. The provisions of a confirmed plan bind the debtor and any creditor or equity security holder, whether or not the claim or interest of such creditor or equity security holder is impaired under the plan and whether or not such creditor or equity security holder has accepted the plan.

9.02 No Discharge. In accordance with Section 1141(d)(3) of the Bankruptcy Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

ARTICLE X
OTHER PROVISIONS

10.01 Insurance. Insurance in an amount to protect liens of creditors holding secured claims is currently in effect and will be obtained and kept in force throughout the period of the Plan.

Dated: November 20, 2013

CROSSOVER FINANCIAL I, LLC

By: /s/ Mitchell B. Yellen
Mitchell B. Yellen, Managing Member

APPROVED AS TO FORM

/s/ Stephen C. Nicholls
Stephen C. Nicholls, #30139
NICHOLLS & ASSOCIATES, P.C.
1850 Race Street
Denver, CO 80206
(303) 329-9700
(303) 329-6950
steve.nicholls@nichollslaw.com

Attorneys for Debtor

EXHIBIT 1

CROSSOVER FINANCIAL I LIQUIDATING TRUST AGREEMENT

THIS CROSSOVER FINANCIAL I LIQUIDATING TRUST AGREEMENT is dated this ____ day of _____, 201__ (“Trust Agreement”) and is entered into by and between Crossover Financial I, LLC, a Colorado (the “Debtor”), and C. Randel Lewis, as trustee (the “Trustee”) for the benefit of the creditors of the Debtor identified on the Register of Beneficiaries (as defined below).

STATEMENT OF FACTS

A. On June 15, 2011, the Debtor filed its voluntary petition for relief under chapter 11 of Title 11, U.S.C. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”), captioned as Case No. 11-24257 SBB (the “Bankruptcy Case”).

B. Debtor’s Plan of Liquidation Dated November 20, 2013 (the “Plan”), was confirmed by an Order of the Bankruptcy Court entered on _____, 2014 (the “Confirmation Order”).

C. The Plan provides for all of the Debtor’s assets to be transferred to the Crossover Financial I Liquidating Trust to be administered for the benefit of the holders of Allowed Claims against the Debtor as provided in, and pursuant to the priorities established by, the Plan.

D. The Plan directs that this Trust Agreement first provide for the payment of Allowed Administrative Claims (as defined below) and priority claims, including priority tax claims. Next, provision is to be made for payment of Allowed Class 2 (secured) Claims; Allowed Class 3 (secured) Claims; Allowed Class 4 (secured) Claims. Available Cash will then be distributed to Allowed Class 5 (secured) Claims on a pro rata basis. It is not anticipated that Available cash will be sufficient to pay Class 5 claims in full. Accordingly, it is not anticipated junior classes will receive distributions.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein and for other valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged, the Debtor and the Trustee on behalf of the Beneficiaries hereby agree as follows:

DEFINED TERMS

1. Terms Defined Above. Each of the terms previously identified in quotation marks shall have the respective meaning set forth above. Any capitalized term that is not defined in this Trust Agreement shall have the meaning set forth in the Plan.

2. Additional Defined Terms. The following terms shall have the meanings set forth below unless the context otherwise requires:

- (a) “Administrative Claims” shall mean the post-petition expenses described in 11 U.S.C. § 503 and with a priority of payment as provided in 11 U.S.C. § 507. Administrative Claims include, but are not limited to attorneys’ fees and costs.
- (b) “Available Cash” shall mean the cash on hand in the Trust Estate at any given time after payment in full of all Allowed administrative expense claims (including any ongoing Trust administration expenses), Allowed priority tax claims, any Class 2, 3 and 4 claims, and reserves reasonably necessary in the Trustee’s sole discretion for payment of U.S. Trustee Fees, and expenses of administering the Trust through the final distribution to creditors hereunder, including the fees and expenses of the Trustee, and its professionals.
- (c) “Beneficiary” or “Beneficiaries” shall mean either any individual Claimant or all of the Claimants collectively listed in the Register of Beneficiaries.
- (d) “Beneficial Interest” shall mean the rights and interests of each of the Beneficiaries in and to the Trust Estate.
- (e) “Claim” shall have the same meaning as claim amount.
- (f) “Claim Amount” shall mean the principal amount owed to each Claimant. Claim Amount does not include accrued interest and expenses incurred on the claim, unless expressly provided for in the Plan.
- (g) “Claimant” shall mean the holder of an Allowed Claim against the Debtor as provided in the Plan.
- (h) “Effective Date” shall mean the date of this Trust Agreement.
- (i) “Final Order” shall mean any order of the Bankruptcy Court as to which (a) the time to appeal has expired and no appeal has been taken, (b) any timely appeal has been finally determined or dismissed, or (c) a timely appeal has been taken but such order has not been stayed.

- (j) “Priority” shall mean the priority position of each class of Allowed Claims as established by the Plan.
- (k) “Register of Beneficiaries” shall mean a register that contains the names and addresses of all Beneficiaries.
- (l) “Trust” shall mean the Crossover Financial I Liquidating Trust created pursuant to this Trust Agreement.
- (m) “Trust Administration Expenses” shall mean any and all expenses of administering the Trust as provided in Sections 3.4(j) and 3.18, or elsewhere in this Trust Agreement.
- (n) “Trust Assets” shall mean any and all property of the Debtor, which shall be irrevocably assigned, transferred and conveyed to the Trust free and clear of any and all liens, claims, interests, and encumbrances as of the Effective Date, including any proceeds thereof.
- (o) “Trust Estate” is defined in Section 2.1.
- (p) “Trust Termination Date” is defined in Section 3.12.

ARTICLE I

ORGANIZATION OF TRUST

- 1.1 Beneficiaries. The Beneficiaries are the sole beneficiaries of the Trust.
- 1.2 Office. The principal office of the Trust shall be located at 1600 Wynkoop Street, Suite 200, Denver, CO 80202, or at such other address as the Trustee may from time to time designate.
- 1.3 Appointment of the Trustee. C. Randel Lewis, is hereby appointed as Trustee of the Trust effective as of the Effective Date, to have all the rights, powers and duties set forth herein. The Trustee hereby agrees to serve as trustee of the Trust.
- 1.4 Plan Controls Over Agreement. If there shall exist any inconsistency between the respective terms and provisions of the Plan and this Trust Agreement, the terms and provisions of the Plan shall govern, control and take precedence.
- 1.5 Irrevocability. The Debtor does not have any right to amend, revise or revoke the Trust, and reserves no powers over the Trustee, the Trust Assets, or the Beneficiaries.

1.6 Effect of Actions. Unless contrary to the provisions of this Trust Agreement, all actions taken and determinations made by the Trustee shall be final and binding upon all Beneficiaries individually and collectively.

1.7 Effective Date. The Trust shall be established and become effective upon the Effective Date.

1.8 Exemption from Registration. The parties to this Trust Agreement intend that the rights of the Beneficiaries arising pursuant to this Trust Agreement shall not be “securities” under applicable law, but none of the parties represent or warrant that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities law.

ARTICLE II

AUTHORITY AND CERTAIN DIRECTIONS TO TRUSTEE: DECLARATION OF TRUST

2.1 Creation of the Crossover Financial I Liquidating Trust. The Beneficiaries and the Debtor hereby create the Crossover Financial I Liquidating Trust for the benefit of the Beneficiaries. Subject to the provisions of Section 2.2 below, the Debtor hereby irrevocably transfers, absolutely assigns, conveys, sets over, and delivers to the Trust, and its successors and assigns, all right, title, and interest of the Debtor in and to the Trust Assets, in trust, to and for the benefit of the Beneficiaries for the uses and purposes stated herein. The Confirmation Order shall automatically vest the Trust Assets in the Trust (the “Trust Estate”) without the need for any additional documentation, notice, or acknowledgements; *however*, to the extent reasonably requested by the Trustee, the Debtor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation, and will cooperate and take such other actions, as are necessary or desirable in order to transfer, convey, and assign all rights, title, and interests in and to the Trust Assets to the Trust.

2.2 Transfer of Trust Assets. Transfer of the Trust Assets to the Trust, pursuant to and in accordance with the Plan and this Trust Agreement, shall be deemed a transfer to and for the benefit of the Beneficiaries followed by a deemed transfer by the Beneficiaries to the Trust to hold in trust for the benefit of the Beneficiaries, except as otherwise provided in the Plan or this Trust Agreement. The Beneficiaries shall be treated as the grantors and deemed owners of the Trust. Upon the Effective Date, title to the Trust Assets shall pass to the Trust free and clear of all liens, claims, encumbrances, and interests, as provided in and subject to the terms of the Plan.

2.3 Property in the Trust. The Trust shall hold the legal title to all property at any time constituting a part of the Trust Estate and shall hold such property in trust to be administered and/or disposed of by it pursuant to the terms of this Trust Agreement and the Plan for the benefit of the Beneficiaries. The Trustee shall invest the Trust Assets that consist of cash subject to the limitations

set forth in 11 U.S.C. Section 345. The Trustee may make such investments in such amounts and at such times as it may deem necessary in its sole and absolute discretion, to provide funds when needed to make payment from the Trust Assets. The Trustee is authorized to make disbursements and payments from the Trust Estate as described in this Agreement.

2.4 Purposes. The purposes of the Trust include but are not limited to authorizing and directing the Trustee to take such action in connection with the Trust Assets to maximize their value by maintaining and preserving the Trust Assets, and taking any other lawful action that is consistent with and carries out the objectives of this Trust Agreement. The Trustee is hereby authorized and directed: (i) to take all reasonable and necessary actions to conserve and protect the Trust Estate; (ii) to the extent necessary and appropriate, and except as limited by the Plan, object to claims asserted against the Trust; and (iii) to maintain, operate, lease, or sell or otherwise dispose of the Trust Estate, in accordance with the terms of this Agreement and the Plan, and to distribute the net proceeds of such disposition to the Beneficiaries, in as prompt, efficient, and orderly a fashion as possible.

2.5 Acceptance of Trust and Conveyance. The Trustee is hereby directed to, and the Trustee accepts the Trust imposed upon it by this Trust Agreement and agrees to observe and perform that trust, upon and subject to the terms and conditions set forth in this Trust Agreement. Further, the Trustee agrees that it will:

- (a) Accept delivery of the Trust Assets on behalf of the Trust;
- (b) Accept all bills of sale, deeds, assumptions, and assignments, and any other instruments of conveyance reasonably required to be delivered by the Debtor with respect to the Trust Estate transferred to the Trustee on behalf of the Trust pursuant to, or in connection with, the Plan, the Confirmation Order, or this Trust Agreement; and
- (c) Take such other action as may be required of the Trust hereunder, including the receipt and acceptance of the Trust Estate.

2.6 Title. On the Effective Date, legal title to all Trust Assets shall be vested in the Trust in accordance with and pursuant to the terms of the Plan and this Agreement. Except as otherwise provided in the Plan, on the Effective Date, the Trustee, on behalf of the Trust, shall be: (i) authorized to act as representative of the Debtor's Estate in respect of any and all claims or causes of action that constitute Trust Assets or assets of the Trust Estate (ii) substituted as successor to the Debtor (a) in all actions and proceedings pending or thereafter commenced in the Bankruptcy Court or elsewhere in regard to the Trust Assets or the Trust Estate, and (b) in all actions and proceedings pending or thereafter commenced in the Bankruptcy Court, including Avoidance Actions as defined in the Plan.

ARTICLE III

DUTIES OF THE TRUSTEE

3.1 Obligations of Trustee. The Trustee shall perform and discharge all obligations and duties specifically assigned to it pursuant to the terms of this Trust Agreement and the Plan, and such other duties as may be necessary or appropriate in order to carry out and implement this Agreement and the Plan.

3.2 Register of Beneficiaries. The Trustee shall keep the Register of Beneficiaries at its principal office. The Trustee may treat the person in whose name any Beneficial Interest in the Trust is registered on the Register of Beneficiaries as the owner of such Beneficial Interest for any and all purposes of the Trust Agreement.

3.3 No Duties Except as Specified in Trust Agreement or Plan. The Trustee shall not have any right, duty, or obligation to manage, make any payment in respect of, register, record, sell, dispose of, vary, or otherwise deal with the Trust Assets, or to otherwise take or refrain from taking any action under, or in connection with the Trust Assets or any portion thereof, except as expressly provided by the terms of this Trust Agreement and the Plan.

3.4 Powers of the Trustee. The Trustee shall have such rights and powers as are set forth in this Trust Agreement and in the Plan in order to carry out and implement the purposes of the Trust. The Debtor hereby grants, assigns, conveys, delivers, delegates and sets over unto the Trustee and the Trust Estate in trust for the benefit of the Beneficiaries and subject to the terms and provision set out in this Trust Agreement and the Plan, all of the authority, rights, powers and duties previously vested in the Debtor under the Bankruptcy Code and applicable non-bankruptcy law including without limitation such laws to which the Debtor or the Trustee is or hereafter may become subject. All powers granted to the Trustee by this Trust Agreement are exercisable by the Trustee only in a fiduciary capacity and only in furtherance of the administration of the Trust Assets in accordance with this Trust Agreement. During the Trustee's administration of the Trust, and subject to the Plan and this Trust Agreement, the Trustee may exercise the following powers and duties:

- (a) To hold and retain the Trust Assets in the form in which it receives the same until sale or other disposition and to have exclusive, possession, and control thereof as permissible under applicable law;
- (b) To manage the Trust Assets, to maintain, maximize and preserve the value of the Trust Assets and to employ such persons, as may be necessary to carry out the purposes of the Trust;
- (c) To distribute the Trust Assets, and the proceeds thereof, as provided in this Trust Agreement;
- (d) To open bank deposit and checking accounts, deposit funds therein, withdraw funds therefrom and conduct such other banking activities as are necessary for the

effectuation of the trust set forth herein, and to pay routine and ordinary fees in connection therewith;

- (e) To select and employ such brokers, banks, institutions, investment counsel, attorneys, accountants, appraisers and such other agents as it may deem advisable, and to delegate to such agents such of its ministerial duties, rights and powers as it deems necessary and appropriate, and to pay reasonable compensation to such agents;
- (f) To renew and extend the due date of any obligations, and to commence, litigate, arbitrate, adjust, defend, abandon, settle or compromise any causes of action relating to the Trust Assets on such terms as it may deem advisable;
- (g) To institute any action or proceeding at law or in equity for the collection of the sums due the Trust or otherwise to advance the interest of the Trust;
- (h) To enter into, perform, and exercise rights under contracts binding upon the Trust (but not upon the Trustee in its individual or corporate capacity) which are reasonably incident to the administration of the Trust and which the Trustee, in the exercise of its best business judgment, reasonably believes to be in the best interests of the Trust;
- (i) To collect and receive any accounts receivable, income, proceeds of sale, and distributions derived from or relating to the Trust Estate and to distribute the same to the Beneficiaries in accordance with the terms of this Agreement;
- (j) To pay any and all reasonably necessary expenses attributable or relating to the management, maintenance, operation, preservation, or liquidation of the Trust Estate ("Trust Administration Expenses");
- (k) To investigate, file, compromise, settle, withdraw, or litigate in the Bankruptcy Court or on appeal (or pursuant to a withdrawal of the reference of jurisdiction) objections to claims filed against the Debtor's estate, the Trust Estate or the Trust;
- (l) To investigate, file, compromise, settle, withdraw, or litigate in Bankruptcy Court or other court of competent jurisdiction, any and all causes of action belonging to the Trust Estate;
- (m) To sue in connection with any matter arising from or related to the Plan or this Trust Agreement that affects in any way the rights or obligations of the Trust, the Trustee, or the Beneficiaries relating to the Trust Assets;
- (n) To represent the interests of the Beneficiaries in their capacity as beneficiaries of the Trust with respect to any matters relating to the Plan, this Agreement, or the Trust

affecting the rights of such Beneficiaries;

- (o) To act as representative of the Debtor's Estate with respect to the assets that constitute the Trust Estate, and to investigate, initiate, prosecute, settle, or compromise any and all claims, or causes of action belonging to the Trust Estate;
- (p) If the Trust shall become subject to federal income or state tax, the Trustee shall have the power, but not the obligation, exercisable at its discretion, to take any action reasonably necessary to minimize any adverse federal or state income tax consequences to the Beneficiaries resulting from any distribution made by the Trust to such Beneficiaries; and
- (q) To do any and all other things, not in violation of any other terms of the Plan and this Trust 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 Trust Estate in accordance with the provisions of this Trust Agreement and the Plan.

3.5 Liquidation of Non-Cash Assets; Abandonment of Burdensome Property.

- (a) The Trustee shall have the duty to liquidate and convert to cash all non-cash portions of the Trust Estate, and distribute the proceeds thereof in accordance with the provisions of this Trust Agreement. The Trustee shall exercise reasonable business judgment in liquidating all non-cash assets and shall attempt to liquidate the assets in an orderly manner and with a view towards maximizing the proceeds thereof. Notwithstanding the foregoing, all non-cash assets (excluding, however, Avoidance Actions) shall be liquidated pursuant to the Plan.
- (b) The Trustee shall also have the authority upon notice filed with the Bankruptcy Court to abandon and not administer any non-cash asset of the Trust Estate that the Trustee determines in the exercise of reasonable business judgment to be burdensome to the Trust Estate or of inconsequential value and benefit to the Trust Estate. Any Beneficiary may offer to purchase any Trust Asset that the Trustee proposes to abandon by written notice that is received by the Trustee within fourteen (14) days after the filing of the Trustee's notice with the Bankruptcy Court. If more than one Beneficiary timely makes such an offer, the Trustee shall conduct an auction among such Beneficiaries, and sell the asset in question to the highest bidder, as determined by the Trustee in its sole and absolute discretion. If no Beneficiary makes a timely offer, the asset in question shall be abandoned from the Trust Estate, to be sold for taxes if it is real property, and to escheat to the State of Colorado if it is personal property.

3.6 Limitation on Liability of Trustee. Subject to applicable law, the Trustee shall not

be liable for any act it may do or omit to do as Trustee hereunder while acting in good faith and in the exercise of its reasonable judgment; nor shall the Trustee be liable in any event except for its own gross negligence or willful misconduct. The foregoing limitation on liability shall apply equally to the agents and/or employees of the Trustee acting on behalf of the Trustee in the fulfillment of the Trustee's duties hereunder.

3.7 Trustee Not Acting in Individual Capacity. The Trustee may contract in such a manner that the Trustee is exempt from personal liability and that liability is limited to the Trust Estate. The Trustee shall not engage in self-dealing, and any material self-dealing shall be considered willful.

3.8. Trustee's Employment of Professionals. The Trustee may retain such legal counsel, accountants, advisors, professionals or other persons as deemed necessary by the Trustee to assist the Trustee in fulfilling its duties hereunder or in exercising any of the Trustee's rights and powers hereunder (regardless of whether any such person is related to the Trustee or is otherwise affiliated with the Trustee in any manner, except as expressly provided herein). To the extent that the Trustee is licensed and capable of doing so, the Trustee may serve as its own attorney, accountant and/or tax specialist in conjunction with any of the rights, powers and duties of the Trustee under this Trust Agreement.

3.9. Compensation and Reimbursement of Trustee and Professionals. The Trustee or any professionals or any other person retained by the Trustee pursuant to this Trust Agreement shall be entitled to reasonable compensation for services rendered at a rate reflecting actual time billed by such Trustee, professional or person on an hourly basis, at the standard billing rates for such services in effect at the time of service or such other rate of compensation that is reasonable. All reasonable out-of-pocket expenses incurred by the Trustee or any other professional or other person retained by the Trustee shall be reimbursable as a Trust Administration Expense.

3.10 Beneficiaries.

(a) All cash held by the Trustee from the sale or other disposition of the Trust Assets, or from any other source, shall be deposited in a bank account established by the Trust and held by the Trustee and if deemed advisable by the Trustee, invested as permitted by this Trust Agreement. The Trustee shall keep an accounting of receipts and disbursements which shall be available to the Beneficiaries upon written request at all reasonable times.

(b) No Beneficiary shall have the right to dispute the amount or Priority of any other Beneficiary's claim.

(c) The distributions to the Beneficiaries pursuant to Article V, below, shall be in complete, final and absolute satisfaction of their Claims and Claim Amounts. Such distributions are in complete, final and absolute satisfaction of all Beneficiary Claims and Claim Amounts.

3.11 No Rights In Assets. The Trust Estate shall be held by the Trustee in trust for the benefit of the Claimants. Consequently, this Trust Agreement does not create for, or give to, any Claimant any direct interest or property right to any of the Trust Assets, and no Claimant shall have any rights against any such assets until a distribution is made or required to be made to a Claimant under the Plan.

3.12 Termination of the Trust. This Trust Agreement and the Trust shall terminate and this Trust Agreement shall be of no further force or effect (the "Trust Termination Date") one hundred twenty (120) days after the final distribution by the Trustee of all money and other properties and proceeds constituting the Trust Assets. Upon termination of the Trust as herein provided, the Trustee shall execute and lodge among the records of the Trust an instrument setting forth the fact of such termination, and the Trustee shall thereupon be discharged from all further liabilities and duties hereunder.

3.13 Right to Withhold. To the extent that the Trustee is required by applicable law to withhold or otherwise deduct any taxes or other governmental charges in respect of any distributions made pursuant to the Trust, the Trustee shall be entitled to withhold or deduct the amount of such taxes or charges from the gross amount of such distribution and remit the same to the appropriate taxing or governmental authority.

3.14 No Premature Termination. The death, incapacity, insolvency or bankruptcy of a Beneficiary during the term of the Trust shall not operate to terminate the Trust, nor shall it entitle the representatives or creditors of such Beneficiary to enforce the interests of such Beneficiary in any manner other than as provided for in this Trust Agreement

3.15 Trust Not An Investment Company. The Trustee shall not take any action which might cause the Trust to become subject to the provisions of the Investment Company Act of 1940, as amended.

3.16 Tax Treatment of the Trust. It is anticipated that the Trust will constitute either a liquidating trust or a grantor trust owned, within the meaning of section 671 of the Internal Revenue Code of 1986, as amended (the "IRC"), entirely by the Beneficiaries. The Trustee shall have the right, but not the obligation, to file a ruling request with, or otherwise seek guidance or advice from, the Internal Revenue Service or tax counsel as to the proper federal income tax classification and treatment of the Trust and, upon receipt of such guidance, shall file the appropriate federal, state, and local income tax returns, provide Beneficiaries with the appropriate information returns, and, in accordance with such guidance or advice, pay from the corpus or income of the Trust (to the extent that it is subject to income taxation) any federal, state, or local income tax attributable to the earnings of the Trust. Pending receipt of such guidance or advice, the Trustee shall be entitled:

- (a) to assume that the Trust is either a liquidating trust, a grantor trust owned entirely by the Beneficiaries, or a complex trust taxable under section 641 of the IRC, with each Beneficiary treated as owning a separate and independent share within the meaning of section 663(c) of the IRC and the regulations issued thereunder;

- (b) to pay from the Trust Assets such federal, state, and local income taxes as may be payable in accordance with such assumptions; and
- (c) to file all appropriate federal, state, and local income tax returns, and provide the Beneficiaries with information statements in accordance with such assumptions.

The taxable year of the Trust shall, unless otherwise required by the IRC, be the calendar year.

3.17 Bonds. Unless a bond is required by law, no bond shall be required of the Trustee hereunder. If a bond is required by law, no surety or security with respect to such bond shall be required unless such security is also required by law. If any such bond is required, all costs and expenses of procuring any such bond shall be paid by the Trustee as a cost of administering the Trust.

3.18 Costs and Expenses of Trustee. The Trustee shall pay out of the 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 Trust, without application to the Bankruptcy Court, including, without limitation:

- (a) Any reasonable fees and expenses of attorneys, accountants, consultants, analysts, investment advisors, expert witnesses, insurance adjusters, property managers, realtors, brokers, professionals, or other persons whom the Trustee may reasonably deem advisable to employ in connection with the Trust, or in their own behalf in accordance with the terms of this Agreement;
- (b) Any taxes, charges, and assessments which may be owed by, or levied or assessed against, the Trust Estate or any property held in trust hereunder; and
- (c) Reasonable compensation for the services performed pursuant to the terms of, and in accordance with this Agreement, as set forth in Section 3.9.

ARTICLE IV

SUCCESSOR TRUSTEES AND ADDITIONAL TRUSTEES

4.1 Resignation or Removal of Trustee; Appointment of Successor.

4.1.1 Resignation. The Trustee may resign at any time without cause by giving at least thirty (30) days prior written notice to the Beneficiaries. In case of the death, disability, dissolution, removal or resignation of the Trustee, the Court shall appoint a successor trustee.

4.1.2 Removal. The Trustee may be removed only upon entry of a Final Order of

the Bankruptcy Court specifically finding that the Trustee has engaged in willful misconduct or committed gross negligence with respect to its administration of the Trust.

4.1.3 Successor Trustee. Any successor Trustee shall execute and file with the Bankruptcy Court an instrument accepting such appointment, and thereupon such successor Trustee, without further act, shall become vested with all the estates, properties, rights, powers, duties, and trusts of the predecessor Trustee in the Trust with like effect as if originally named the Trustee herein; but nevertheless, upon the written request of such successor Trustee, such predecessor Trustee shall execute and deliver an instrument(s) transferring to such successor Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, duties, and trusts of such predecessor Trustee, and such predecessor Trustee shall duly assign, transfer, deliver, and pay over to such successor Trustee all monies or other property then held or subsequently received by such predecessor Trustee upon the trusts herein expressed.

4.1.4 Trust Continuance. The death, resignation, incompetency or removal of the Trustee shall operate neither to terminate the Trust created by this Agreement nor to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by such Trustee. In the event of the resignation or removal of the Trustee, such Trustee shall (i) promptly execute and deliver any such documents, instruments, and other writing as may be necessary to effect the termination of such Trustee's capacity under this Agreement, and the conveyance of the Trust Estate then held by such Trustee to the temporary or successor trustee; (ii) deliver to the temporary or successor trustee all documents, instruments, records, and other writings relating to the Trust or Trust Estate as may be in the possession of such Trustee; and (iii) otherwise assist and cooperate in effecting the transfer and assumption of his obligations and functions by the temporary or successor trustee.

ARTICLE V

PAYMENT OF ADMINISTRATIVE CLAIMS, DISTRIBUTIONS TO BENEFICIARIES

5.1 Administrative Claims. The Beneficiaries acknowledge and agree that for the Trust Assets to be transferred to the Trust as contemplated in the Plan, it is necessary that Administrative Claims and priority claims, including priority tax claims, incurred in the Debtor's Bankruptcy Case be paid prior to any distributions to any Beneficiaries.

5.2 Class 2 Claims. Each Class 2 Claim, to the extent Allowed, shall be paid and satisfied by the Trustee solely from the Net Proceeds of the sale of the property interest that originally secured such claim, on the later of (i) when sufficient proceeds have been generated from the sale of the property to satisfy the claim after the payment of higher priority claims (ii) five (5) Business Days after the claim becomes an Allowed Claim.

5.3 Class 3 Claims. Each Class 3 Claim, to the extent Allowed, shall be paid and satisfied by the Trustee solely from the Net Proceeds of the sale of the property interest that originally secured such claim, on the later of (i) when sufficient proceeds have been generated from the sale of the property to satisfy the claim after the payment of higher priority claims (ii) five (5) Business Days after the claim becomes an Allowed Claim.

5.4 Class 4 Claims. Each Class 4 Claim, to the extent Allowed, shall be paid and satisfied by the Trustee solely from the Net Proceeds of the sale of the property interest that originally secured such claim, on the later of (i) when sufficient proceeds have been generated from the sale of the property to satisfy the claim after the payment of higher priority claims (ii) five (5) Business Days after the claim becomes an Allowed Claim.

5.5 Class 5 Claims. Distributions to Class 5 Claimants shall be made from time to time in the Trustee's sole discretion out of Available Cash on a pro rata basis.

5.6 At the present time it is not believed that funds will be generated through the sale of the property in amount to satisfy the Class 5 in full and accordingly no distributions are anticipated for the holders of Claims in junior classes.

ARTICLE VI

MISCELLANEOUS

6.1 Title to Trust Estate. No Beneficiary shall have title to any part of the Trust Estate.

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

6.3 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 facsimile transmission (and confirmed by mail), in any such case addressed as follows:

If to the Trustee:

C. Randel Lewis
Western Receiver, Trustee & Consulting Services, Ltd.
1600 Wynkoop Street, Suite 200
Denver, CO 80202

With a copy to:

Caroline C. Fuller
Fairfield & Woods, P.C.
1700 Lincoln Street, Suite 2400
Denver, CO 80203-4524

And if to any Beneficiary, addressed to its latest mailing address reflected on the Register of Beneficiaries.

6.4 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.5 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.

6.6 Binding Agreement. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the Trustee and its respective successors and assigns and any successor Trustee, its respective successors and assigns, and the Beneficiaries, 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 Beneficiary shall bind their respective heirs, personal representatives, successors and assigns.

6.7 Construction. Except where the context otherwise requires, words importing the masculine gender shall include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include partnerships, associations, and corporations.

6.8 Execution by Facsimile or Email. Facsimile or e-mail transmissions of an executed original of this Trust Agreement and/or retransmission of any executed facsimile or e-mail transmission shall be deemed to be the same as the delivery of an executed original.

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

6.10 Governing Law. Except to the extent that the Bankruptcy Code is applicable, this Trust Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Colorado applied to agreements entered into and performed entirely within such State.

6.11 Retention of Bankruptcy Court Jurisdiction. The Bankruptcy Court shall retain original and exclusive jurisdiction as provided in the Plan over this Trust, the Trustee, and the Trust Assets, including without limitation the determination of all controversies and disputes arising under or in conjunction with this Trust Agreement.

6.12 No Obligation to Register Trust. The Trustee will have no obligation to register this Trust pursuant to any requirement of state law.

6.13 Gender. All personal pronouns, whether used in the masculine, feminine or neuter gender, shall include all other genders.

6.14 Non-Avoidability of Trust. The Debtor shall not raise, and hereby expressly waives, any claim or action to avoid this Trust Agreement, the Trust created hereby, and the transfer of the Trust Assets as described herein, as a preference, fraudulent transfer, post-petition transaction, or other similar claim.

6.15 Further Assurances. To the extent necessary, the Debtor agrees to execute and deliver to the Trustee such instruments to terminate the automatic stay imposed by 11 U.S.C. § 362. In addition, each party hereto shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Trust Agreement.

6.16 Entire Agreement. This Trust Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Trust Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

6.17 Attorney Fees. If a party hereto or any Beneficiary commences a legal proceeding to enforce any of the terms of this Trust Agreement, the prevailing party in such action shall have the right to recover reasonable attorney fees and costs from the other party to be fixed by the court in the same action.

6.18 No Strict Construction. All parties hereto have participated jointly in the negotiation and drafting of this Trust Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Trust Agreement, this Trust Agreement shall be construed as if drafted jointly by all parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Trust Agreement.

IN WITNESS WHEREOF, the Trustee and the Debtor have duly executed this Trust Agreement as of the day and year first above written.

TRUSTEE:

C. Randel Lewis
Western Receiver, Trustee & Consulting Services Ltd.

CROSSOVER FINANCIAL I, LLC

Mitchell B. Yellen, Managing Member
Debtor-in-Possession

EXHIBIT 2

AFFECTED LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES

The Real Property is, or may be subject to the following liens, encumbrances and/or interests:

a.) Transcript of Judgment in favor of Nolte & Associates, Inc., in the original amount of \$448,346.03 recorded with the County Clerk and Recorder of El Paso County, Colorado, on April 22, 2010. The claim is currently held by Colorado Capital Ventures, LLC. **(Class 2).**

b.) Deed of Trust from Crossover Financial I, LLC, to the Public Trustee of El Paso County for the benefit of M. Jim Zendejas of Stinar & Zendejas, LLC to secure indebtedness in the original amount of \$130,000.00 which was initially recorded on April 16, 2010 and then re-recorded on April 26, 2010 at reception no. 210038241 in the records of the County Clerk and Recorder of El Paso County, Colorado. The claim is currently held by Colorado Capital Ventures 2, LLC. **(Class 3).**

c.) Deed of Trust from Crossover Financial I, LLC, to the Public Trustee of El Paso County for the benefit of Allen & Vellone, P.C., to secure indebtedness in the original amount of \$90,000.00 recorded on June 21, 2010 at reception no. 210058205 in the records of the County Clerk and Recorder of El Paso County, Colorado. **(Class 4).**

d.) Deed of Trust from Crossover Financial I, LLC, to the Public Trustee of El Paso County for the benefit of 108 Note Holders to secure indebtedness in the original amount of \$21,542,000.00 recorded on June 25, 2010 at reception no. 210060614 and re-recorded on March 21, 2011 at reception no. 211028297 in the records of the County Clerk and Recorder of El Paso County, Colorado. **(Class 5).**

e.) Transcript of Judgment dated August 19, 2010 in favor of Ross A. Reineke, in the original amount of \$563,417.60 recorded with the County Clerk and Recorder of El Paso County, Colorado, on August 25, 2010 , reception number 210082740. **(Class 6).**

f.) Deed of Trust from Crossover Financial I, LLC, to the Public Trustee of El Paso County for the benefit of Colorado Capital Ventures 3, LLC, to secure indebtedness in the original amount of \$25,000.00 recorded on March 4, 2011 at reception no. 211023152 in the records of the County Clerk and Recorder of El Paso County, Colorado. **(Class 7).**

g.) Transcript of Judgment dated March 24, 2011 in favor of First Regional Bank, c/o Trust Administrative Services Corporation FBO Philip P. DeCelles, Account #xxx797, by and through Philip P. DeCelles, note holder, in the original amount of

\$1,237,975.40 recorded with the County Clerk and Recorder of El Paso County, Colorado, on March 28, 2011, reception number 211030504. **(Class 8)**.

h.) Transcript of Judgment dated March 24, 2011 in favor of The DeCelles Trust dated January 10, 2006, Philip P. DeCelles, Trustee, or Nancy L. DeCelles, Trustee by and through Philip P. DeCelles and Nancy L. DeCelles, as co-trustees, in the original amount of \$1,681,856.87 recorded with the County Clerk and Recorder of El Paso County, Colorado, on March 28, 2011 , reception number 211030503. **(Class 9)**

i) Transcript of Judgment dated May 18, 2011 in favor of William R. Bowman and Geri A. Bowman; Bruce D. Hacker and Nancy J. Hacker; H. Thomas Hall; Louise M. Hall; Donna M. Harmon; James B. House; Curtis Massey; Kathleen M. Barton; Integrity Bank & Trust f/b/o IBAT; and Stephen L. Schwartzbach in the original amount of \$6,608,198.29 recorded with the El Paso County, Colorado Clerk and Recorder's Office, reception No. 211048864. **(Class 10)**.

EXHIBIT 3



Western Receiver, Trustee &
Consulting Services Ltd.

C. Randel Lewis

Principal & Founder
1600 Wynkoop Street
Suite 200
Denver, CO 80202
T: 303.601.3600
E: cril@westernreceiver.com
www.westernreceiver.com

Profile

Mr. Lewis is an experienced executive, consultant and court-appointed fiduciary, with a consistent record of accomplishment in a wide range of industries. He has a deep understanding of business and legal management, particularly in financially or operationally difficult situations. His areas of expertise include:

- Receiver/Trustee for financially distressed investments & companies
- Strategy development and implementation
- Acquisitions and dispositions of business units
- Planning and execution of merger or acquisition strategies for private investors
- Dispute strategy, mediation and resolution
- Successful management of distressed situations
- Expert Witness on receivership and liquidation matters
- Complex project development and management

Mr. Lewis has more than twenty-five years experience in advising and managing stressed businesses. He is an adjunct professor at the Daniels College of Business at the University of Denver and a regular contributor to the professional education programs of the Turnaround Management Association. He is a mediator for the Faculty of Federal Advocates' Bankruptcy Mediation Program, and a member of the American Bankruptcy Institute, the Urban Land Institute, and the College of Law Practice Management.



Western Receiver, Trustee &
Consulting Services Ltd.

Education

- University of Denver, College of Law
Juris Doctor, December 1984
- The Colorado College
B.A. -- Economics, June 1981

Experience

Mr. Lewis has conducted his receivership, trusteeships, interim management, and strategic assessment work through his own companies, Lewis Consulting and Resolution Management Partners, Inc., and in partnership with others at Cloyes Partners LLC. He is presently the founder and principal of Western Receiver, Trustee & Consulting Services, Ltd.

Receiverships, Chapter 11 Cases, Liquidating Trusts and Interim Management

Mr. Lewis provides specialized management services to and for financially challenged companies and their owners. Mr. Lewis has served as receiver, liquidating trustee or interim manager in a wide range of situations.

Engagements of note include:

- Served as interim operating officer and asset manager overseeing the restructuring, operation and sale of Briargate (Colorado Springs, CO), (An 11,000 acre master-planned development that was held on the client's books at \$25MM loss; ultimately sold for \$75MM).
- Served as Liquidating Trustee of interests held by bondholders in 6,000 acre California real estate development project known as Roddy Ranch (Merchant Land Fund Liquidating Trust)
- Among others, Receiver for:
 - Powers-Drennan Local Improvement District (700 acre local improvement district that defaulted on its obligations to its bondholders). Developed and implemented plan by which



Western Receiver, Trustee &
Consulting Services Ltd.

bondholders received 100% of the principal and interest due to them, and \$1MM windfall payment to the county government.

- PentaStar Communications, Inc. (a publicly traded telecommunications reseller with 15 subsidiaries, 42 offices and approximately 400 employees).
- The Assets of Mark J. Jackson (an investment advisor whose assets were placed in receivership at the request of the Colorado Department of Securities)
- Mueller Capital Management and Muller Over/Under Fund (a hedge fund advisor and related funds placed in receivership by the Colorado Department of Securities)
- Secured Real Estate Lending Fund (an investment company placed in receivership by the Colorado Department of Securities)
- COH Holdings (US) Inc. (a privately held R&D company abandoned by its officers and directors, with its principal investor in receivership in Canada)
- Shadow Creek Ranch, LLC (a 6,000 acre luxury resort operation, with related cattle operations).
- Pheasant Run Local Improvement District (Local Improvement District with assets valued at \$0.00; Developed and executed plan to restructure and sell assets to recover 65% of bondholders' investment).
- B&S Manufacturing Company, Inc. d/b/a NeoSource (liquidating receivership of regional manufacturing company)
- The Elevation Hotel and Spa in Crested Butte, CO (a 261 room hotel that was the subject of complex quiet title litigation).
- Successor receiver for the assets of 2890 College Avenue Phase 1, LLC (a 100+ condominium project where the initial receiver stepped down at the request of the project lender).



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- Sterling Pointe LLC (a partially completed project in Frasier, CO)
- Dodd Equipment LLC (an equipment dealer in Phoenix, AZ)
- Sagewood Apartments, Rangely, CO
- Provided liquidation advice to the debtor-in-possession management team in the National-Hirschfeld Press Chapter 11 case.
- Expert witness regarding receiverships in In re: Mile High Capital Group, LLC, and In re: Alan Gay (cases related to enforcement actions brought by the Colorado Department of Securities).
- Chapter 11 Trustee in the case In re: William G Hoover (Chapter 11 case flowing out of enforcement action brought by Colorado Department of Securities against financial advisor).
- Chapter 11 Trustee in the case In re: Jannie Ko Richardson, and three related Chapter 11 cases; together with control of 5 related non-debtor entities.
- Chapter 11 Trustee in the case In re: HearthStone Homes, Inc. in the District of Nebraska
- Managed the successful wind-down of Coast Independent Review Board, LLC (independent review boards oversee human medical trials and are regulated by the Food & Drug Administration, wind-down was ordered as the result of enforcement action by FDA).

Strategic Consulting and Independent Assessments

Mr. Lewis advises companies, investors, boards of directors, and partnerships regarding the strategic challenges facing them. In addition, Mr. Lewis serves as an independent party under Colorado and Delaware Corporation codes to advise companies with regard to transactions with insiders. Among other engagements, Mr. Lewis:

- Advised the Trustees of the Webb-Waring Foundation and Institute (an 80 year-old research foundation) in the strategic assessment of their missions, and then



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oversaw the transfer of the Foundation's assets to the Boettcher Foundation and the Institute's research programs to the University of Colorado.

- Assisted private investors with the successful acquisition out of contested Chapter 11 of two gravel quarries, a short-line railroad and a water storage company for private investors.
- Provided strategic and tactical advice to private investors who sought to acquire assets of bankrupt real estate company.
- Provided strategic and tactical advice to financially-distressed resort operations and development companies.
- Provided strategic consulting to a significant number of regional, national and international professional service firms (law firms, accounting firms and other professional firms) with respect to long-term strategic repositioning.
- Restructured professional service firms to address major operational and financial problems, and advised professional service firms on mergers and acquisitions.
- Reviewed and opined on transactions between directors and their companies in financially stressed situations.

Mediation and Facilitation Services

Mr. Lewis is a trained mediator, and serves as a formal and informal mediator and advisor in business disputes involving strategy and business operations issues. He is member of the Bankruptcy Mediation Panel of Federal Faculty of Advocates for the District of Colorado. Among other engagements, Mr. Lewis:

- Served as the mediator in a multi-party dispute that was blocking the sale of the assets of a pharmaceutical company. The mediation was conducted in California and New Jersey over the course of several days, resulting in the settlement of several lawsuits and the sale of the company for the benefit of its creditors.



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- Served as mediator in several bankruptcy cases involving preference or fraudulent conveyance questions.
- Served as facilitator in a number of contested meetings of property owners. Cases have involved as few as ten owners, up to more than one hundred owners.
- On a highly confidential basis, served as mediator of partnership disputes in law firms regarding partnership terminations or partnership agreement disputes.
- Served as mediator of a very large real estate development partnership dispute, involving critical management and ownership issues.

Corporate Management

Flywheel Communications, Inc.

Chief Strategy Officer

(2000-2002)

Senior executive and strategic planner of secure network communications company in San Francisco, CA. Designed, developed and implemented management systems and corporate strategy, and oversaw the successful wind-down and sale of the company's assets.

As part his work for this company, Mr. Lewis:

Served as a member of executive management team, with responsibility for corporate planning, finance and support operations;

Interacted with Board of Directors on all aspects of the business;

Developed and implemented business, pricing and operation programs;
and

Developed and executed the wind-down plan for company.



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Hildebrandt International, Inc.

Director and Chief Executive Officer

(1993 to 2000)

CEO of management consulting firm providing financial, strategic and operational advice to professional service firms worldwide. Improved and enhanced the firm's practice in the US, and expanded the firm's practice in the Europe and Asia. Notable successes include:

The simultaneous merger of several European law firms into a global law firm.

Designed the strategic integration plan for five Canadian law firms who had merged into a single national firm.

Strategic advice to the consulting practices of three global accounting firms.

Strategic management restructuring advice to a global architectural firm.

Advised participants in mergers of US law firms.

Developed and advised law firms on the execution of post-merger strategic and operational integration plans

Managed the dissolutions of several major law firms. Restructured operations for a number of major law firms, including renegotiation of leases, downsizing operations, assessing and reposition under performing business lines.

Legal Practice

(January 1984 to December 1992)

Davis Graham & Stubbs

Partner

Specialized in insolvency and creditors' rights issues; member of the real estate, bankruptcy and corporate practice groups. Extensive experience in real estate, banking, mining, oil & gas, power generation and high tech



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industries. At the request of the firm's management committee, developed and assisted with the execution of a plan for restructuring and repositioning the firm in response to severe economic pressures.

Teaching Experience

Mr. Lewis is actively involved in professional and graduate level education.

Significant activities include:

- University of Denver, Daniels College of Business, 2003- to present
Reiman School of Finance, Adjunct professor – Strategic Finance
- Hildebrandt Institute, Instructor (developed and presented 1996-2000
programs on professional firm strategy development, mergers and other current event topics)
- Stanford Law School, Instructor – Negotiation and Spring, 1993
Mediation

Affiliations/Memberships

- Member of the Turnaround Management Association 2002 to present
(Former Director of Colorado Chapter).
- Founding Fellow of The Redwood Think Tank (comprised of 2005 to 2008
selected industry leaders assembled to study and formulate cogent solutions to significant professional service firm management issues).
- Fellow of the College of Law Practice Management 1998 to present
- Member of the American Bankruptcy Institute 2008 to present
- Full Member of the Urban Land Institute; Council Member 2009 to present
of its Resort Development Council, Gold Flight
- Mediator for the Faculty of Federal Advocates Bankruptcy 2009 to present
Mediation Program

Licenses

- Licensed (Inactive Status) to Practice law in Colorado. 1984 to present



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Other Interests and Experience

- In 2009 and at the request of the Mayors of Denver and Lakewood, Colorado, undertook an active role in directing the Metro Mayors Caucus Task Force reviewing the Regional Transportation District's FasTrack (regional light rail) program.
- At the request of the developer and other community interests, undertook director roles in a master property owners association (with more 1000 members) and a master community company (with more than 800 members) to assist with their integration
- Completed the introductory, intensive and advanced mediation programs at the Center for Mediation and Law, Marin California.