IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SILVERROCK DEVELOPMENT COMPANY, LLC, *et al.*, Debtors.[1]	Chapter 11 Case No.: 24-11647 (MFW) (Jointly Administered) **Ref. Docket Nos. 951, 952, 1040 & 1111**

NOTICE OF FILING OF AMENDED PLAN SUPPLEMENT IN CONNECTION WITH THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF LIQUIDATION OF SILVERROCK DEVELOPMENT COMPANY, LLC AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE that, on April 8, 2026, the above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors") filed the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtors Affiliates* [Docket No. 952] (as the same may be amended, supplemented, revised, or otherwise modified from time to time, the "Combined Disclosure Statement and Plan")[2] with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that, on April 8, 2026, the Court entered an order approving the Combined Disclosure Statement and Plan on an interim basis for solicitation purposes only and establishing procedures for the solicitation and tabulation of votes to accept or reject the Combined Disclosure Statement and Plan [Docket No. 951] (the "Interim Approval and Procedures Order").

PLEASE TAKE FURTHER NOTICE that, on April 30, 2026, in accordance with the Interim Approval and Procedures Order, the Debtors filed the *Notice of Filing of Plan Supplement in Connection with the First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtors Affiliates* [Docket No. 1040] (the "Plan Supplement").

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: SilverRock Development Company, LLC (5730), RGC PA 789, LLC (5996), SilverRock Lifestyle Residences, LLC (0721), SilverRock Lodging, LLC (4493), SilverRock Luxury Residences, LLC (6598) and SilverRock Phase I, LLC (2247). The location of the Debtors' principal place of business and the Debtors' mailing address is 343 Fourth Avenue, San Diego, CA 92101.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Combined Disclosure Statement and Plan.

PLEASE TAKE FURTHER NOTICE that, on May 11, 2026, the Debtors filed the *Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtor Affiliates* [Docket No. 1111] (the "Second Amended Combined Disclosure Statement and Plan").

PLEASE TAKE FURTHER NOTICE that, in accordance with the Interim Approval and Procedures Order, the Debtors hereby submit this amended plan supplement (the "Amended Plan Supplement"), consisting of the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Second Amended Combined Disclosure Statement and Plan:

Exhibit	Plan Supplement Document
A	Identity of the initial Litigation Trustee
B	Revised Schedule of Retained Causes of Action
C	Blackline of Revised Schedule of Retained Causes of Action
D	City Release

PLEASE TAKE FURTHER NOTICE that, subject to the terms and conditions of the Second Amended Combined Disclosure Statement and Plan, the Debtors reserve all rights to amend, revise, or supplement this Amended Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Second Amended Combined Disclosure Statement and Plan, or any such other date as may be provided for by the Second Amended Combined Disclosure Statement and Plan or by order of the Court.

PLEASE TAKE FURTHER NOTICE that a hearing to consider final approval of the disclosures contained in and confirmation of the Second Amended Combined Disclosure Statement and Plan will be held on **May 21, 2026 at 10:30 a.m. (ET)** before the Honorable Mary F. Walrath, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom #4, Wilmington, Delaware 19801 (the "Combined Hearing"). The Combined Hearing may be adjourned from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on parties entitled to notice.

Dated: May 13, 2026
Wilmington, Delaware

WILSON SONSINI GOODRICH & ROSATI, P.C.

/s/ Catherine C. Lyons
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-and-

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Counsel to the Debtors
and Debtors-in-Possession

EXHIBIT A

Identity of initial Litigation Trustee

Identity of Initial Litigation Trustee

The initial Litigation Trustee is Jacob Wood of Arkus Advisory.

EXHIBIT B

Revised Schedule of Retained Causes of Action

Revised Schedule of Additional Retained Causes of Action[1]

In accordance with Articles IV.E, VII.A, VII.D, and VII.I of the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Causes of Action, including but not limited to any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any affirmative Causes of Action against any parties other than the Causes of Action released under the Plan as to Released Parties and the Settling Creditor Released Parties. On or after the Effective Date, the Litigation Trust shall retain and be vested with the Causes of Action and shall be vested with and be authorized (but not required) to take any such actions to (as applicable) prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law. **No entity may rely on the absence of a specific reference in the Plan or the Confirmation Order, in each case including any supplement, amendment, or modification thereto, to any Cause of Action against it as any indication that the Litigation Trust shall not pursue any and all available Retained Causes of Action against it. The Debtors and the Litigation Trust expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the Plan.**

For the avoidance of doubt, as detailed in the Global Settlement, as of the Effective Date, the Debtors shall release the Settling Creditor Released Parties for all Causes of Action and all matters related to the Project, the Settling Creditors' respective loans or liens, the Debtors, the Chapter 11 Cases, the Sale, and the Parties' rights are reserved with respect to discovery in connection with proceedings to determine the Remaining Disputes .

For the avoidance of doubt, the following specific types of Causes of Action are indicative of, but in no way limit, the Causes of Action retained in connection with the Plan, which include, but are not limited to, the following Causes of Action of the Debtors:

1. Claims Related to the Robert Green Parties

The Debtors expressly reserve all Causes of Action arising from, related to, or otherwise involving (a) Robert S. Green Jr.; (b) the Green Family Trust, an irrevocable trust created UAD September 25, 2003; (c) RGC La Quinta, LLC; (d) RGC PA 24510 LLC; (e) RGC Financial, LLC; (f) RGC Preferred, LLC; (g) the Robert Green Parties; (h) Robert Green Residential, Inc. ("RGRI"); (i) any other non-Debtor Persons affiliated with, managed or controlled by any Person in the preceding (a)-(h); (j) any trust related to any Person related to the Persons in the preceding

[1] Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the *Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtor Affiliates* [Docket No. 1111].

(a)-(i); and (k) any family member of the Persons in preceding (a)-(j) (collectively, the "Robert Green Parties").

2. Claims Against Cypress Point Holdings, LLC

The Debtors expressly reserve all Causes of Action arising from, related to, or otherwise involving Cypress Point Holdings, LLC and any Person or entity related to, affiliated with, managed or controlled by Cypress or its related parties (collectively, "Cypress"), including, but not limited to, any action taken or not taken by Cypress, Williams Tzros, Kenneth Manqueros, the MOU, the Cypress Note, and any amounts that were due, paid, or otherwise provided to Cypress prior to the Petition Date.

3. Claims Related to Contracts

Unless otherwise released by the Plan, the Debtors, as applicable, expressly reserve all Causes of Actions based in whole or in part upon any contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, including, without limitation, all Executory Contracts and Unexpired Leases that are assumed pursuant to the Plan or were previously assumed by the Debtors. The Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, customers, or any other parties for: (a) overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

4. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Persons, Entities and Governmental Units, that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Person, Entity or Governmental Unit is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors, regardless of whether such Person or Entity is expressly identified in the Plan, this Plan

Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities who assert or may assert that the Debtors owe money to them. The Causes of Action reserved hereby include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmen's, possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, any business or tort claims and any other civil Causes of Action.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any posting of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral.

7. Claims Related to Avoidance Actions

Unless otherwise released by the Plan, the Debtors expressly reserve any and all Avoidance Actions.

8. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any Liens.

EXHIBIT C

Blackline of Revised Schedule of Retained Causes of Action

Revised Schedule of Additional Retained Causes of Action[1]

In accordance with Articles IV.E, VII.A, VII.D, and VII.I of the ~~Combined Disclosure Statement and~~ Plan, nothing contained in the ~~Combined Disclosure Statement and~~ Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any Causes of Action, including but not limited to any rights, claims, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any affirmative Causes of Action against any parties other than the Causes of Action released under the Plan as to Released Parties and the Settling Creditor Released Parties. On or after the Effective Date, the Litigation Trust shall retain and be vested with the Causes of Action and shall be vested with and be authorized (but not required) to take any such actions to (as applicable) prosecute, pursue, compromise, settle, or otherwise dispose of the Retained Causes of Action, subject to applicable law. **No entity may rely on the absence of a specific reference in the ~~Combined Disclosure Statement and~~ Plan or the Confirmation Order, in each case including any supplement, amendment, or modification thereto, to any Cause of Action against it as any indication that the Litigation Trust shall not pursue any and all available Retained Causes of Action against it. The Debtors and the Litigation Trust expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise expressly provided in the ~~Combined Disclosure Statement and~~ Plan.**

For the avoidance of doubt, as detailed in the Global Settlement, as of the Effective Date, the Debtors shall release the Settling Creditor Released Parties for all Causes of Action and all matters related to the Project, the Settling Creditors' respective loans or liens, the Debtors, the Chapter 11 Cases, the Sale, and the Parties' rights are reserved with respect to discovery in connection with proceedings to determine the Remaining Disputes .

For the avoidance of doubt, the following specific types of Causes of Action are indicative of, but in no way limit, the Causes of Action retained in connection with the ~~Combined Disclosure Statement and~~ Plan, which include, but are not limited to, the following Causes of Action of the Debtors:

[1] Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the *Second Amended Combined Disclosure Statement and* ~~Plan~~*Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtor Affiliates* [Docket No. 1111].

1. Claims Related to the Robert Green Parties

The Debtors expressly reserve all Causes of Action arising from, related to, or otherwise involving (a) Robert S. Green Jr.; (b) the Green Family Trust, an irrevocable trust created UAD September 25, 2003; (c) RGC La Quinta, LLC; (d) RGC PA 24510 LLC; (e) RGC Financial, LLC; (f) RGC Preferred, LLC; (g) the Robert Green Parties; (h) Robert Green Residential, Inc. ("RGRI"); (i) any other non-Debtor Persons affiliated with, managed or controlled by any Person in the preceding (a)-(h); (j) any trust related to any Person related to the Persons in the preceding (a)-(i); and (k) any family member of the Persons in preceding (a)-(j) (collectively, the "Robert Green Parties").

2. Claims Against Cypress Point Holdings, LLC

The Debtors expressly reserve all Causes of Action arising from, related to, or otherwise involving Cypress Point Holdings, LLC and any Person or entity related to, affiliated with, managed or controlled by Cypress or its related parties (collectively, "Cypress"), including, but not limited to, any action taken or not taken by Cypress, Williams Tzros, Kenneth Manqueros, the MOU, the Cypress Note, and any amounts that were due, paid, or otherwise provided to Cypress prior to the Petition Date.

3. Claims Related to Contracts

Unless otherwise released by the ~~Combined Disclosure Statement and~~ Plan, the Debtors, as applicable, expressly reserve all Causes of Actions based in whole or in part upon any contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, including, without limitation, all Executory Contracts and Unexpired Leases that are assumed pursuant to the ~~Combined Disclosure Statement and~~ Plan or were previously assumed by the Debtors. The Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, customers, or any other parties for: (a) overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (h) unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

4. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the ~~Combined Disclosure Statement and~~ Plan, the Debtors expressly reserve all Causes of Action against or related to all Persons, Entities and Governmental Units, that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Person, Entity or Governmental Unit is specifically identified in the ~~Combined Disclosure Statement and~~ Plan, this Plan Supplement, or any amendments thereto.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors, regardless of whether such Person or Entity is expressly identified in the ~~Combined Disclosure Statement and~~ Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Persons and Entities who assert or may assert that the Debtors owe money to them. The Causes of Action reserved hereby include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmen's, possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, any business or tort claims and any other civil Causes of Action.

6. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the ~~Combined Disclosure Statement and~~ Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any posting of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral.

7. Claims Related to Avoidance Actions

Unless otherwise released by the ~~Combined Disclosure Statement and~~ Plan, the Debtors expressly reserve any and all Avoidance Actions.

8. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any Liens~~ regardless of whether such Lien is specifically identified herein or the Lien Priority Analysis attached as **Exhibit C** to the *First Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtor Affiliates* [Solicitation Version] [Docket No. 952].~~ .

EXHIBIT D

City Release

General Release

(For Settling Creditors)

This general release (the "General Release") is entered into and delivered by ________________ (the "Releasing Party") as of this ________ day of ________________, 2026. [*To be dated of the Effective Date of Debtors' Second Amended Plan]*

Recitals

A SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, SILVERROCK DEVELOPMENT COMPANY, LLC, a Delaware limited liability company, RGC PA 789, LLC, a Delaware limited liability company, SILVERROCK LIFESTYLE RESIDENCES, LLC, a Delaware limited liability company, SILVERROCK LODGING, LLC, a Delaware limited liability company, SILVERROCK LUXURY RESIDENCES, LLC a Delaware limited liability company, SILVERROCK PHASE I, LLC, a Delaware limited liability company (each, a "Debtor" and collectively, the "Debtors") filed voluntary petitions under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") on August 5, 2024 (the "Petition Date") in the United States Bankruptcy for the District of Delaware Court (the "Bankruptcy Court"). The Debtors' chapter 11 cases were administratively consolidated for procedural purposes only under Chapter 11 Case No. 24-11647 MFW (each case, a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. On May 8, 2026, the Debtors filed the Global Plan Settlement Term Sheet [Docket No. 1107] (the "Global Settlement") which was by and among: the Debtors; the City of La Quinta, California (the "City"); Construction Loan Services II, LLC d/b/a Builders Capital ("Builders Capital"); Poppy Bank ("Poppy"); SilverRock Resort Investment, LLC and SilverRock Resort Investment M, LLC (the "EB-5 Lenders"); Granite Construction Company ("Granite"); The Traub Family Revocable Trust, Dated January 22, 2015 (the "Traub Trust"); SilverRock Land II, LLC ("SR Land II, LLC"); Rowan Incorporated d/b/a Rowan Electric ("Rowan"); White's Steel, Inc. ("White's Steel"); RAF Pacifica Loan Opportunity Fund I, LLC and Arnold Fishman, as Trustee of the Arnold Fishman Revocable Trust dated July 15, 1999 and their servicer, Keillor Capital, Inc. (collectively, "Keillor"); R.D. Olson Construction, Inc. (for itself and as the holder of the claim of Gauston Corporation) ("RDO") (collectively, "Settling Creditors").

C. On May 11, 2026, the Debtors filed their *Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Liquidation of SilverRock Development Company, LLC and its Debtor Affiliates* [Docket No. 1111] (as may be subsequently amended or modified, the "Plan" or "Debtors' Plan"). Capitalized terms that are not otherwise defined in this General Release shall have the meanings given to such terms in the Plan.

D. As set forth in the Global Settlement and the Plan, subject to the occurrence of the Effective Date of the Plan and other conditions specified in the Global Settlement and the Plan, the City will make certain contributions and provide certain concessions to facilitate the winddown of the Debtors and implementation of the Plan. The contributions and concessions by the City constitute good and valuable consideration, which inure to the benefit of the Debtors, their estates, the creditors of the Debtors, and the Settling Creditors.

E. As contemplated in the Global Settlement and the Plan, the scope of this General Release includes a release in favor of the Buyer of the Debtors' property, TBE RE Acquisition Co. II LLC, SilverRock Hotel Owner LLC, SilverRock 1A Resi Owner LLC, SilverRock 1B Resi Owner LLC, SilverRock 1A Condo Owner LLC, SilverRock Pledge LLC, SilverRock JV LLC, and TBE SilverRock LLC (collectively, "Turnbridge").

F. The execution and delivery of this General Release by the Releasing Party (as well as substantially similar releases by the other Settling Creditors) is a condition to the obligations of the City under the Global Settlement and the Plan. The Releasing Party is executing and delivering this General Release to induce the City to provide the contributions and concessions provided in the Global Settlement and the Plan.

E. As required by the Global Settlement and the Plan, the Releasing Party hereby absolutely, irrevocably and unconditionally executes and delivers this General Release in favor of: (a) the City; (b) Turnbridge; and (c) the City's and Turnbridge's respective current, former and future direct and indirect affiliates, principals, investors, insurers, shareholders, members, directors, managers, officers, committee members, City Council members, members of any governing body, advisory board members, predecessors, successors, assigns, representatives, employees, agents, trustees, financial advisors, attorneys, accountants, advisors, consultants, and representatives (collectively, the "Related Parties") (the City, Turnbridge and the Related Parties are referred to collectively as "Released Parties" and individually as a "Released Party"). For purposes of clarification, the scope of the release set forth herein is not limited to matters arising from or in connection with the Debtors' Chapter 11 Cases, but extends to and encompasses all claims and causes of action that the Releasing Party has, may have or asserts against the Released Parties.

Release

1. Release. In return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasing Party hereby absolutely, irrevocably and unconditionally releases, acquits and forever discharges the Released Parties, and each of them, from any and all liabilities, claims, suits, debts, losses, causes of action, demands, rights, damages, costs and expenses, liens, or security interests of any kind, character or nature whatsoever, known or unknown, fixed or contingent, legal or equitable, liquidated or unliquidated, disputed or undisputed, or based in contract or tort ("Claims"), as well as any and all liens, claims, encumbrances, charges or security interests (collectively "Liens"), that the Releasing Party has, may have, or claims to have, against any or all of the Released Parties or their properties or assets, arising out of any act, omission or circumstance occurring or existing from the beginning of time through the date of this General Release, including without limiting the generality of the foregoing: Claims arising prepetition; Claims arising following the petition date; Claims arising before or after the occurrence of the Effective Date of the Debtors' Plan; Claims related to the City's provision of debtor-in-possession financing to the Debtors; Claims related to the conduct of the Chapter 11 Case; Claims related to the sale of the Debtors' property; Claims related to the development of the property comprising the Project at SilverRock resort

area; Claims related to any City-owned property that was or is part of the Project at the SilverRock resort area; Claims related to the negotiation or confirmation of the Plan and the Global Settlement; and all rights of subrogation, indemnification and contribution, or any other matter or thing whatsoever (together "Released Claims"). Notwithstanding the foregoing, nothing herein shall be construed to release obligations to provide discovery under the Bankruptcy Rules or the Federal Rules of Civil Procedure in connection with the Remaining Disputes, and all parties' rights are reserved with respect to such discovery; and further provided, however, that the Settling Creditors' rights to submit requests under the California Public Records Act ("CPRA") or similar state or federal statutes, related to the Project, the Debtors, the Plan, the Sale, any adversary proceeding relating to the Remaining Disputes, and or the Chapter 11 Cases, are waived and released.

2. Section 1542 Waiver. Section 1542 of the Civil Code of the State of California provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Releasing Party hereby voluntarily waives and relinquishes any rights and benefits that it has or may have under Section 1542 of the Civil Code of the State of California.

Releasing Party's Authorized Initials: _____

The Releasing Party has performed a full and complete investigation of the facts pertaining to this General Release, and the Releasing Party acknowledges and agrees that it is aware that it may hereafter discover facts in addition to or different from those which the Releasing Party now knows or believes to be true with respect to the subject matter of the Released Claims, but it is the Releasing Party's expressed intention hereby to fully and finally forever settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which now exist, may exist or heretofore have existed, as against the Released Parties arising out of the Released Claims.

3. No Prosecution or Transfer of Released Claims. The Releasing Party hereby represents, warrants and covenants that it: (a) has not assigned, sold, encumbered or otherwise transferred or disposed of, any interest in any of the Released Claims, (b) shall not hereafter sell, encumber or otherwise transfer or dispose of any interest in the Released Claims; (c) shall not sue, make demand, commence any action or otherwise prosecute or pursue (together, "Actions") any Released Claims; or (d) directly or indirectly cause, permit or encourage any person to take any Action or Actions against the Released Parties, or any of them.

4. Indemnification. The Releasing Party hereby indemnifies and holds harmless each and every Released Party for and against all losses, claims, damages or liabilities arising from any breach of this General Release by the Releasing Party.

5. **WAIVER OF JURY TRIAL. THE RELEASING PARTY, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS GENERAL RELEASE.**

6. Further Assurances. The Releasing Party, without expense to any Released Party, shall execute, acknowledge and deliver all further acts, deeds, estoppels and other similar instruments as any Released Party may from time to time request to: (a) correct any defect, error, or omission that may be discovered in the contents of this General Release; or (b) that are necessary or appropriate to carry out, facilitate or effectuate the provisions of this General Release.

7. City Manager Authorization. The La Quinta City Manager, on behalf of the City or any other City-related Released Party, shall have the authority to enter into any implementing document or supplement, and to take any actions necessary or proper to effectuate the implementation of this General Release and its terms.

8. General Construction. Defined terms used in this General Release may be used interchangeably in singular or plural form, and pronouns are to be construed to cover all genders. All references to this General Release or any agreement or instrument referred to in this General Release means such agreement or instrument as originally executed and as amended, restated, replaced, supplemented or otherwise modified from time to time. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this General Release as a whole and not to any particular subdivision; and the words “include” or “including” are intended to be words of clarification and not limitation, and therefore mean “include without limitation” or “including without limitation” or “including, but not limited to”, as applicable. Releasing Party hereby agrees and acknowledges that this General Release is the product of negotiations, has been reviewed by Releasing Party’s legal counsel, and that the terms hereof shall not be construed against any Released Party.

9. Attorneys’ Fees and Expenses. In the event of any breach of this General Release by the Releasing Party, the Releasing Party shall be liable to any and all of the Released Parties for their respective actual and reasonable attorneys’ fees and costs incurred, including but not limited to expert witness fees, costs of investigation and preparation, fees and costs of any appeals, and other fees, costs and expenses related thereto, in connection with or resulting from such breach.

10. Notices. All notices to the Releasing Party under this General Release shall be given in writing and shall be deemed given upon the first to occur of (a) delivery by e-mail or confirmation of actual receipt by fax; (b) actual delivery if given by hand, Federal Express or UPS; and (c) three days following mailing if delivered by the U.S. Mail, to the individuals identified below, at the addresses specified below (or such other individuals or addresses as may be provided in writing hereafter):

[insert names and addresses of Releasing Party and counsel]

11. City, Turnbridge, and Released Parties as Expressed Beneficiaries of Release. The City, Turnbridge, the Related Parties and each and every Released Party, is and are expressed beneficiaries of this General Release, and shall have the right to enforce and seek enforcement of any and all terms and conditions set forth herein.

12. Severability. If any provision or part of this General Release is held, determined, or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of this General Release and shall not affect the validity and enforceability of such remaining provisions.

WHEREFORE, the Releasing Party, intending to be legally bound, hereby executes this General Release as of the date first referenced above

[insert signature block and notarial jurat]