

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

Oklahoma ProCure Management, LLC,

Debtor.¹

Chapter 11

Case No. 18-12622 (MFW)

**COMBINED DISCLOSURE STATEMENT AND FIRST AMENDED CHAPTER 11
PLAN OF LIQUIDATION PROPOSED BY THE DEBTOR**

April 4, 2019

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Gregory W. Werkheiser (No. 3553)
Daniel B. Butz (No. 4227)
Paige N. Topper (No. 6470)
1201 N. Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Telephone: (302) 658-9200
Facsimile: (302) 658-3989
gwerkheiser@mnat.com
dbutz@mnat.com
ptopper@mnat.com

Counsel for the Debtor and Debtor in Possession

¹ The Debtor in this case, along with the last four digits of the Debtor's federal EIN, is Oklahoma ProCure Management, LLC (9763). The Debtor's mailing address is c/o Loughlin Management Partners + Company, 20 West 55th Street, New York, New York 10019 (Attn: Tom H. Wang).

TABLE OF CONTENTS

	Page
DISCLAIMER.....	1
INTRODUCTION.....	2
ARTICLE I: DEFINED TERMS AND RULES OF INTERPRETATION.....	2
1.1 Defined Terms	2
1.2 Rules of Interpretation.....	17
ARTICLE II: CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES	17
2.1 Classification.	17
2.2 Unimpaired Classes of Claims.....	19
2.3 Impaired Classes of Claims.....	20
2.4 Impaired Class of Interests.	20
ARTICLE III: BACKGROUND AND DISCLOSURES.....	20
3.1 General Background.	20
3.2 Events Leading to Filing the Chapter 11 Case.....	23
3.3 The Chapter 11 Case.....	27
ARTICLE IV: CONFIRMATION AND VOTING PROCEDURES.....	30
4.1 Confirmation Procedure.	30
4.2 Procedure for Objections.....	30
4.3 Requirements for Confirmation.	30
4.4 Classification of Claims and Interests.	31
4.5 Impaired Claims or Interests.	32
4.6 Confirmation Without Necessary Acceptances; Cramdown.....	32
4.7 Feasibility.....	34
4.8 Best Interests Test and Liquidation Analysis.....	34
4.9 Procedure/Voting Deadlines.....	35
4.10 Acceptance of the Plan	37
ARTICLE V: CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING	37
5.1 The Plan May Not Be Accepted.....	38
5.2 The Plan May Not Be Confirmed.	38
5.3 Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections.....	38
5.4 Objections to Classification of Claims.....	38
5.5 Failure to Consummate the Plan.	39
5.6 Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan.....	39
5.7 Plan Releases May Not Be Approved.	40
5.8 Certain Tax Considerations.	40

ARTICLE VI: TREATMENT OF UNCLASSIFIED CLAIMS.....	40
6.1 Administrative Claims.....	40
6.2 U.S. Trustee Fees.....	41
6.3 Priority Tax Claims.....	41
ARTICLE VII: TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS.....	41
7.1 Class 1: Priority Non-Tax Claims.....	41
7.2 Class 2: Other Secured Claims.....	41
7.3 Class 3: Pre-petition Senior Secured Claim.....	42
7.4 Class 4: General Unsecured Claims.....	42
7.5 Class 5: Subordinated Claims.....	42
7.6 Class 6: Interests.....	42
7.7 Reservation of Rights Regarding Claims and Interests.....	42
ARTICLE VIII: ACCEPTANCE OR REJECTION OF THE PLAN.....	42
8.1 Class Entitled to Vote.....	42
8.2 Acceptance by Impaired Classes of Claims or Interests.....	42
8.3 Presumed Acceptance by Unimpaired Classes.....	42
8.4 Presumed Rejections by Impaired Classes.....	43
8.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code.....	43
8.6 Controversy Concerning Impairment.....	43
8.7 Elimination of Vacant Classes.....	43
ARTICLE IX: MEANS OF IMPLEMENTING THE PLAN.....	43
9.1 Funding of Plan.....	43
9.2 Post-Effective Date Debtor; Wind-Down Administrator.....	43
9.3 Cancellation of Instruments and Documents.....	47
9.4 Reduction in Authorized Membership Interests and Issuance of Single Membership Interest to Wind-Down Administrator.....	47
9.5 Operating Reports / U.S. Trustee Fees.....	48
9.6 Post-Effective Date Professional Fees and Expenses.....	48
9.7 Disposition of Books and Records.....	48
9.8 Corporate Action.....	48
ARTICLE X: PROVISIONS GOVERNING RESERVES AND DISTRIBUTIONS.....	48
10.1 Establishment of Reserves.....	48
10.2 Funding of Certain Reserves.....	49
10.3 Disbursing Agent.....	49
10.4 Distributions by Post-Effective Date Debtor.....	49
10.5 EIN/TIN Information Predicates to Distributions.....	49
10.6 Waterfall.....	50
10.7 Timing of Distributions.....	50
10.8 Distributions Upon Allowance of Disputed Claims.....	51
10.9 Undeliverable and Unclaimed Distributions.....	51
10.10 Interest on Claims.....	51
10.11 No Distribution in Excess of Allowed Amount of Claim.....	52

10.12	Means of Cash Payment	52
10.13	Delivery of Distribution.	52
10.14	Record Date for Distributions.	52
10.15	No Distributions Pending Allowance.....	52
10.16	Withholding and Reporting Requirements.	52
10.17	Setoffs.	53
10.18	De Minimis Distributions.	53
10.19	Extensions of Time.	53
10.20	Residual Assets.	53
ARTICLE XI: PROVISIONS FOR CLAIMS OBJECTIONS AND ESTIMATION OF CLAIMS		53
11.1	Claims Objection Deadline; Prosecution of Claims Objections.	53
11.2	Estimation of Claims.	54
ARTICLE XII: EXECUTORY CONTRACTS AND LEASES.....		54
12.1	Executory Contracts and Unexpired Leases Deemed Rejected.	54
12.2	Bar Date For Rejection Damages.....	54
ARTICLE XIII: CONFIRMATION AND CONSUMMATION OF THE PLAN		55
13.1	Conditions Precedent to the Effective Date.	55
13.2	Notice of Effective Date.	55
13.3	Waiver of Conditions Precedent to the Effective Date.....	55
13.4	Effect of Non-Occurrence of Effective Date.	55
ARTICLE XIV: INJUNCTIONS, EXCULPATION AND RELEASES.....		56
14.1	Injunction to Protect Estate Assets.	56
14.2	Term of Injunctions or Stays.	56
14.3	Injunction against Interference with Plan.	56
14.4	Exculpation.	56
14.5	Releases by Debtor	57
14.6	Releases by Holders of Claims.....	58
14.7	Waiver of Statutory Limitations on Releases.	59
14.8	Necessity and Approval of Releases and Injunctions.	59
ARTICLE XV: RETENTION OF JURISDICTION.....		60
15.1	Exclusive Jurisdiction of Bankruptcy Court.	60
ARTICLE XVI: MISCELLANEOUS PROVISIONS.....		62
16.1	Modification of the Plan.	62
16.2	Revocation, Withdrawal, or Non-Confirmation of the Plan.....	62
16.3	Binding Effect.	62
16.4	Subordination Rights.	62
16.5	Severability of Plan Provisions.	63
16.6	Exemption from Section 1146.....	63
16.7	Filing of Additional Documents.....	63

16.8	Insurance.....	63
16.9	Successors and Assigns.....	63
16.10	Governing Law.....	63
16.1	Exhibits and Schedules.....	64
16.2	Computation of Time.....	64
16.3	Notices.....	64
16.4	Reservation of Rights.....	65

DISCLAIMER

THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTOR'S KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE (I) DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, (II) ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR (III) DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

THE STATEMENTS CONTAINED HEREIN ARE MADE AS OF THE DATE HEREOF, UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN SHALL NOT BE DEEMED OR CONSTRUED TO CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AT ANY TIME AFTER THE DATE HEREOF. HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. THEREFORE, EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

NO PARTY IS AUTHORIZED TO GIVE ANY INFORMATION WITH RESPECT TO THE COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. NO REPRESENTATIONS CONCERNING THE DEBTOR OR THE VALUE OF ITS PROPERTY HAVE BEEN AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS COMBINED DISCLOSURE STATEMENT AND PLAN. ANY INFORMATION, REPRESENTATIONS OR INDUCEMENTS MADE TO OBTAIN AN ACCEPTANCE OF THE COMBINED DISCLOSURE STATEMENT AND PLAN OTHER THAN, OR INCONSISTENT WITH, THE INFORMATION CONTAINED HEREIN SHOULD NOT BE RELIED UPON BY ANY HOLDER OF A CLAIM OR INTEREST. THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(b) AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-APPLICABLE BANKRUPTCY LAWS. THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR

HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

SEE ARTICLE V OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN, ENTITLED “CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING,” FOR A DISCUSSION OF CERTAIN CONSIDERATIONS IN CONNECTION WITH A DECISION BY A HOLDER OF AN IMPAIRED CLAIM TO ACCEPT THE COMBINED DISCLOSURE STATEMENT AND PLAN.

INTRODUCTION

Oklahoma ProCure Management, LLC, the debtor and debtor in possession in this Chapter 11 Case, hereby proposes the following Combined Disclosure Statement and Plan for the liquidation of the Debtor’s remaining Assets and distribution of the proceeds of the Estate’s Assets to the Holders of Allowed Claims against the Debtor as set forth herein. The Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

This Combined Disclosure Statement and Plan contains, among other things, a discussion of the Debtor’s history and businesses, summary of the events leading to this Chapter 11 Case, the Chapter 11 Case, risk factors, summary and analysis of this Plan, and certain other related matters.

ALL HOLDERS OF CLAIMS AGAINST THE DEBTOR ARE ENCOURAGED TO READ THE COMBINED DISCLOSURE STATEMENT AND PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND IN THE PLAN, THE DEBTOR RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I **DEFINED TERMS AND RULES OF INTERPRETATION**

1.1 Defined Terms

(a) **“503(b)(9) Claims”** shall mean Claims arising under section 503(b)(9) of the Bankruptcy Code against the Debtor that were to be Filed against the Debtor on or before the General Bar Date.

(b) **“Administrative Claim”** shall mean any right to payment constituting a cost or expense of administration of the Chapter 11 Case as it relates to the Debtor under section 503(b) and 507(a)(2) of the Bankruptcy Code including, any actual and necessary costs and expenses of preserving the Debtor’s Estate, any actual and necessary costs and expenses of operating the Debtor’s business, any indebtedness or obligations incurred by the Debtor after the Petition Date in connection with the conduct of its business, all compensation and reimbursement of expenses awarded or otherwise approved for payment by Final Order of the Bankruptcy Court under section 330, 503(b) or 1129(a)(4) of the Bankruptcy Code, any fees or charges assessed

against the Debtor's Estate under section 1930 of chapter 123 of title 28 of the United States Code, all wages, salaries and health and other benefits on account of services rendered after the Petition Date, all post-Petition Date taxes, and all other claims entitled to administrative expense status pursuant to a Final Order of the Bankruptcy Court, in each case relating to the period from the Petition Date to the Effective Date but not beyond.

(c) **"Affiliate Claim"** shall mean any Claim that (a) at any time on or before the Effective Date was held or asserted against the Debtor or its Estate by any of the ProCure Entities, and (b) that pursuant to the terms of the Credit Agreement, the PTCI PIK Note (as defined in the Credit Agreement), the Parent Subordination and Pledge Agreement (as defined in the Credit Agreement), the Management Contract (as defined in the Credit Agreement), or any other Pre-Petition Senior Loan Document is contractually subordinate in payment to the repayment in full of the Obligations (as defined in the Credit Agreement) under Pre-petition Senior Loan Documents.

(d) **"Agent"** shall mean BNP Paribas Fortis SA/NV, in its capacity as Agent (as defined in the Credit Agreement) for the Pre-petition Lenders, or any successor appointed pursuant to Section 9.08 of the Credit Agreement.

(e) **"Allowed"** shall mean all or a portion of a Claim against the Debtor or an Interest in the Debtor (a) that has been listed by the Debtor in its Schedules as liquidated in amount and not "disputed" or "contingent," and with respect to which no contrary Claim or proof of Interest has been Filed, (b) as to which no Objection or request for estimation has been Filed on or before the Claims Objection Deadline or the expiration of such other applicable period fixed by the Bankruptcy Court, (c) as to which any Objection has been settled, waived, withdrawn or denied by a Final Order, or (d) that is allowed (i) by a Final Order, (ii) by an agreement between the Holder of such Claim or Interest and the Debtor prior to the Effective Date, or the Wind-Down Administrator on behalf of the Post-Effective Date Debtor on or after the Effective Date or (iii) pursuant to the terms of this Plan. For purposes of computing Distributions under this Plan, a Claim or Interest that has been deemed "Allowed" shall not include interest, costs, fees or charges on such Claim or Interest from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan. For the avoidance of doubt, any Claim that relates to obligations that were assumed by the Purchaser pursuant to the Purchase Agreement shall not be an Allowed Claim for purposes of this Plan.

(f) **"Assets"** means all tangible and intangible assets of every kind and nature of the Debtor and its Estate within the meaning of section 541 of the Bankruptcy Code.

(g) **"Balloting Agent"** shall mean Stretto (f/k/a JND Corporate Restructuring) or any successor appointed by the Bankruptcy Court.

(h) **"Bankruptcy Code"** shall mean title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to this Chapter 11 Case.

(i) **“Bankruptcy Court”** shall mean the United States Bankruptcy Court for the District of Delaware.

(j) **“Bankruptcy Rules”** shall mean, when referenced generally, (i) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code, (ii) the applicable Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code, (iii) the applicable Local Rules of Bankruptcy Practice and Procedures for the United States Bankruptcy Court for the District of Delaware, and (iv) any standing orders governing practice and procedure issues by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 case or proceedings therein, as the case may be; provided, however, when a specific Bankruptcy Rule is referenced (e.g., Bankruptcy Rule 9019), such reference shall be to such Rule under the Federal Rules of Bankruptcy Procedure.

(k) **“Bar Date”** shall mean, with respect to any particular Claim, the specific date set by the Bankruptcy Court as the last day for Filing proofs of Claim or proofs of Interest against the Debtor in this Chapter 11 Case for that specific Claim or Interest.

(l) **“Bar Date Order”** shall mean the *Order (I) Establishing a General Bar Date to File Proofs of Claim, (II) Establishing a Bar Date for Governmental Units to File Proofs of Claim, (III) Establishing a Bar Date to File Requests for Payment of Postpetition Administrative Claims, (IV) Establishing an Amended Schedules Bar Date, (V) Establishing a Rejection Damages Bar Date, (VI) Approving the Form and Manner for Filing Proofs of Claim (VII) Approving the Proposed Notice of Bar Dates, and (VIII) Granting Related Relief* entered by the Bankruptcy Court on February 19, 2019, at Docket No.265.

(m) **“Business Day”** shall mean any day, other than a Saturday, Sunday or a legal holiday (as that term is defined in Bankruptcy Rule 9006(a)).

(n) **“Cash”** or **“\$”** shall mean legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and cash equivalents.

(o) **“Causes of Action”** shall mean all Claims, causes of action controversies, obligations, suits, judgments, damages, demands, debts, rights, preference actions, fraudulent conveyance actions and other claims or causes of action under sections 510, 544, 545, 546, 547, 548, 549, 550 and 553 of the Bankruptcy Code and other similar state law claims and causes of action, liens, indemnities, guaranties, suits, liabilities, judgments, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, suspected or unsuspected, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, arising in law, equity or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury, and

any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

(p) “**Center**” shall mean the proton beam radiation treatment facility located at 5901 West Memorial Road, Oklahoma City, Oklahoma 73142 that was operated by the Debtor until the Closing Date.

(q) “**Chapter 11 Case**” shall mean the chapter 11 case of Oklahoma ProCure Management, LLC, Case No. 18-12622 (MFW) in the Bankruptcy Court.

(r) “**Claim**” or “**Claims**” shall mean a claim or claims against the Debtor, as such term is defined in section 101(5) of the Bankruptcy Code.

(s) “**Claims Agent**” shall mean the claims agent appointed for the Chapter 11 Case, Stretto (f/k/a JND Corporate Restructuring) or any successor appointed by the Bankruptcy Court.

(t) “**Claims Objection Deadline**” shall mean one hundred twenty (120) days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court, provided however, that the Wind-Down Administrator for the Post-Effective Date Debtor may seek extensions of this date from the Bankruptcy Court.

(u) “**Class**” shall mean each category or group of Holders of Claims or Interests that has been designated as a class in Article II of this Plan.

(v) “**Closing**” shall have the meaning as defined in the Purchase Agreement.

(w) “**Closing Date**” shall mean January 22, 2019.

(x) “**Combined Disclosure Statement and Plan**” shall mean this entire document and all exhibits, schedules and related documents, whether annexed hereto or Filed in connection herewith, including the Disclosure Statement portions and the Plan portions.

(y) “**Confirmation Date**” shall mean the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Case, within the meaning of Bankruptcy Rules 5003 and 9021.

(z) “**Confirmation Hearing**” shall mean the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider Confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

(aa) “**Confirmation Order**” shall mean the order of the Bankruptcy Court confirming this Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

(bb) “**Consummation**” shall mean the occurrence of the Effective Date.

(cc) “**Contingent**” shall mean, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

(dd) “**Credit Agreement**” shall mean that certain Credit Agreement, dated as of April 19, 2007, by and among the Debtor, BNP Paribas Fortis SA/NV (formerly Fortis Bank S.A./N.V.), for itself as Lender, Hedge Provider and as the Agent for the Lenders, KBC Bank NV as Lender and Hedge Provider, Valliance Bank, as Lender and Hedge Provider and the other lenders from time to time party thereto, as amended, modified, restated, amended and restated, and/or supplemented from time to time.

(ee) “**Creditor**” shall have the meaning ascribed to such term in section 101(10) of the Bankruptcy Code.

(ff) “**Debtor**” shall mean Oklahoma ProCure Management, LLC.

(gg) “**DIP Budget**” shall mean that certain budget attached to the DIP Term Sheet as Exhibit A, as Filed with the Bankruptcy Court at Docket No. 89, and as may be amended to the extent permitted by the Final DIP Order.

(hh) “**DIP Documents**” shall mean the Interim DIP Order, the Final DIP Order, the DIP Term Sheet, the DIP Budget, and all documents, instruments, and agreements executed and delivered in connection with the consummation of the transactions contemplated by the DIP Term Sheet, the Interim DIP Order and the Final DIP Order.

(ii) “**DIP Lender**” shall mean Allied Health Management, LLC.

(jj) “**DIP Term Sheet**” shall mean that certain *Super-Priority Secured Debtor-In-Possession Credit Facility and Use of Cash Collateral Term Sheet*, dated November 20, 2018, attached as Exhibit A to the Final DIP Order.

(kk) “**Disallowed**” shall mean with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtor or the Post-Effective Date Debtor, whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules as zero or as Disputed, Contingent or unliquidated and in respect of which a proof of Claim or a proof of Interest, as applicable, has not been timely Filed or deemed timely Filed pursuant to the Plan, the Bankruptcy Code or any Final Order or other applicable law; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any proof of Claim or proof of Interest; (vi) is evidenced by a proof of Claim or a proof of Interest which has been Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court or which is required to be Filed by order of the Bankruptcy Court but as to which such proof of Claim or proof of Interest was not timely or properly Filed; (vii) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; and (viii) where the Holder of a Claim is a Person or Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549,

or 724(a) of the Bankruptcy Code, unless such Person, Entity or transferee has paid the amount, or turned over any such Property, for which such Person, Entity or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim or a Disallowed Interest is Disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

(ll) “**Disallowed Claim**” shall mean a Claim, or any portion thereof, that is Disallowed.

(mm) “**Disallowed Interest**” shall mean an Interest, or any portion thereof, that is Disallowed.

(nn) “**Disbursing Agent**” shall mean the Wind-Down Administrator or any third party designated by the Wind-Down Administrator to act as Disbursing Agent.

(oo) “**Disclosure Statement**” shall mean the disclosure statement, as amended, supplemented or modified from time to time, that is embodied within this Combined Disclosure Statement and Plan and distributed in accordance with, among others, sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018 and other applicable law.

(pp) “**Disputed**” shall mean any Claim or Interest which has not yet been Allowed or Disallowed in accordance with the terms of this Plan.

(qq) “**Disputed Administrative Claim, Priority Tax Claim, Priority Non-Tax Claims and Other Secured Claims Reserves**” shall mean the reserves established pursuant to Article X of this Plan, which reserve shall contain amounts relating to Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Other Secured Claims.

(rr) “**Distribution**” shall mean any distribution made pursuant to the Plan by the Post-Effective Date Debtor, acting through the Wind-Down Administrator or another Entity acting as the Disbursing Agent, to the Holders of Allowed Claims.

(ss) “**Distribution Date**” shall mean the date on which a Distribution is made pursuant to this Plan.

(tt) “**Distribution Record Date**” shall mean the date established for determining the Holders of Allowed Claims or Allowed Interests entitled to Distributions pursuant to the Plan, which shall be the Confirmation Date.

(uu) “**Effective Date**” shall mean the first Business Day after the later of the date on which (a) all conditions in Article XIII of this Plan have been satisfied or waived in accordance with that Article and (b) no stay of the Confirmation Order is in effect.

(vv) “**Entity**” shall have the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

(ww) “**Estate**” shall mean the estate of the Debtor created pursuant to section 541 of the Bankruptcy Code.

(xx) “**Exculpated Parties**” shall mean as of the Petition Date through the date of Consummation of the Plan, the Debtor, LM+Co, the LM+Co Parties, the Professionals, the ProCure Entities, the Agent, the Pre-petition Senior Loan Parties, the DIP Lender, the Purchaser, and their respective Representatives (each solely in such capacity).

(yy) “**Executory Contract**” shall mean a contract or lease to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

(zz) “**File,**” “**Filed,**” or “**Filing**” shall mean, respectively, file, filed, or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Case; provided, however, that with respect to proofs of Claim and proofs of Interest only, “Filed” shall mean delivered and received in the manner provided by the Bar Date Order or as otherwise established by order of the Bankruptcy Court.

(aaa) “**Final Administrative Claim Bar Date**” means the date that is 30 days after the Effective Date, which shall be the deadline for Filing requests for payment of Administrative Claims that arose after the Closing Date.

(bbb) “**Final DIP Order**” shall mean the *Final Order (I) Authorizing Post-petition Super-Priority Secured Financing Pursuant to Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) and 503(b) of the Bankruptcy Code; (II) Authorizing the Debtor to Use Cash Collateral; (III) Providing Adequate Protection to the Pre-petition Secured Parties Pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code; and (IV) Modifying the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* entered by the Bankruptcy Court on December 4, 2018, at Docket No. 82, as may be subsequently amended as provided for therein or any subsequent order of the Bankruptcy Court.

(ccc) “**Final Order**” shall mean an unstayed order, ruling or judgment of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for certiorari, or request for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor and Agent (prior to the Effective Date) or the Wind-Down Administrator on behalf of the Post-Effective Date Debtor (on or after the Effective Date), or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be Filed with respect to such order, shall not cause such order not to be a Final Order.

(ddd) “**General Bar Date**” shall mean March 25, 2019 at 5:00 p.m. (Prevailing Eastern Time) for certain Claims arising before the Petition Date, including 503(b)(9) Claims, Secured Claims, General Unsecured Claims, or Priority Non-Tax Claims as established by the Bar Date Order.

(eee) “**General Unsecured Claim**” shall mean any unsecured Claim that is not an Administrative Claim, Priority Claim, Priority Tax Claim, Professional Fee Claim, Secured Claim, a Claim for U.S. Trustee Fees or Subordinated Claim.

(fff) “**General Unsecured Claim Distribution Fund**” shall mean Cash available for distribution to the Holders of Allowed General Unsecured Claims as determined by the Wind-Down Administrator from time to time in accordance with Article X of this Plan. At any given point of measurement after the Effective Date, the General Unsecured Claim Distribution Fund shall be the amount of undistributed Cash held by the Post-Effective Date Debtor that is not required for (a) the payment of Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims; and (b) the establishment and funding of the Reserves (including any reserves for Disputed Claims and the Wind-Down Expense Reserve) in accordance with Article X of this Plan.

(ggg) “**Governmental Unit**” shall have the meaning ascribed to such term in section 101(27) of the Bankruptcy Code.

(hhh) “**Governmental Unit Bar Date**” shall mean May 14, 2019 at 5:00 p.m. (Prevailing Eastern Time) as established by the Bar Date Order.

(iii) “**Holder**” or “**Holders**” shall mean the legal or beneficial Holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).

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

(kkk) “**Impaired Class**” shall mean a Class of Claims or Interests that is Impaired.

(lll) “**Initial Administrative Claim Bar Date**” shall mean March 25, 2019, at 5:00 p.m. (prevailing Eastern time), as the deadline for Filing requests for payment of Administrative Claims that arose at any time between the Petition Date and the Closing Date.

(mmm) “**Insider**” shall have the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

(nnn) “**Interests**” shall mean the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in the Debtor including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities,

subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtor, partnership interests in the Debtor's stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the Debtor or obligating the Debtor to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated "stock" or a similar security.

(ooo) "**Interim Approval and Procedures Order**" shall mean that certain Order Approving the Disclosure Statement; Approving the Solicitation and Voting Procedures; Scheduling the Plan Confirmation Process, and Granting Related Relief, as Filed with the Bankruptcy Court on April 4, 2019, at Docket No. 310.

(ppp) "**Interim DIP Order**" shall mean that certain *Interim Order (I) Authorizing Post-Petition Super-Priority Secured Financing Pursuant To Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e) And 503(b) Of The Bankruptcy Code; (II) Authorizing The Debtor To Use Cash Collateral; (III) Providing Adequate Protection To The Pre-Petition Secured Parties Pursuant To Sections 361, 362, 363 And 364 Of The Bankruptcy Code; (IV) Modifying The Automatic Stay Pursuant To Section 362(d) Of The Bankruptcy Code; And (V) Scheduling A Final Hearing*, entered by the Bankruptcy Court on November 21, 2018, at Docket No. 36, as may be subsequently amended as provided for therein or any subsequent order of the Bankruptcy Court.

(qqq) "**IRS**" shall mean the Internal Revenue Service.

(rrr) "**LLC Agreement**" shall mean that certain Third Amended and Restated Oklahoma ProCure Management, LLC Limited Liability Company Agreement, dated December 31, 2009, as amended from time to time.

(sss) "**LM+Co**" shall mean Loughlin Management Partners & Company, Inc.

(ttt) "**LM+Co Parties**" shall mean LM+Co, James J. Loughlin, Jr., Tom Hsin-Chieh Wang, Andrew Knizley, Victor Hsu, John Galan and every other Person who, as an employee of LM+Co or an independent contractor thereof served as an officer of, a director for, or otherwise provided services to the Debtor at any time prior to the Effective Date.

(uuu) "**Local Rules**" shall mean the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

(vvv) "**Non-Released Party**" shall mean, except as otherwise provided in a Final Order of the Bankruptcy Court, each of the following: (a) Strategic Alliance Holdings, LLC; (b) SAH Oklahoma Proton Center, LLC; (c) Strategic Alliance Holdings Global, LLC; (d) Mr. Feroz Agad; (e) Integrity Real Estate Holdings, LLC; (f) INTEGRIS Realty, LLC, f/k/a INTEGRIS Realty Corporation; (g) INTEGRIS Health, Inc.; (h) Radiation Medicine Associates P.C.; (i) Oklahoma Radiation Oncology Radiation Oncology, LLC; (j) John R. Taylor, M.D.; (k) Robert C. Gaston, D.O.; (l) Gary L. Larson, M.D.; (m) Provision Healthcare, LLC; (n) Terry D.

Douglass, Ph.D; and (o) for each Person in clauses (a) through (n), such Person's respective Representatives, in such capacity.

(www) "**Objection(s)**" shall mean any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, or establish the priority, expunge, subordinate or estimate any Claim (including the resolution of any request for payment of any Administrative Claim).

(xxx) "**Opt-Out Rights**" shall mean the opportunity afforded under the Plan for following Persons to opt-out of the Third Party Release in the manner set forth as follows: (a) as to any Holder of an Unimpaired Claim, the opportunity to opt-out of the Third Party Release by Filing a timely objection to the Third Party Release in accordance with the Interim Approval and Procedures Order; and (b) as to any Holder of a Claim that votes to accept the Plan, the opportunity to opt-out of the Third Party Release pursuant to a duly completed Ballot submitted on or before the Voting Deadline.

(yyy) "**Other Secured Claim**" shall mean any Secured Claim other than the Pre-petition Senior Loan Facility Claim.

(zzz) "**Penalty Claim**" shall mean any Claim for a fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the Petition Date, to the extent that such fine, penalty, forfeiture, or damages are not compensation for actual pecuniary loss suffered by the Holder of such Claim as set forth in section 726(a)(4) of the Bankruptcy Code.

(aaaa) "**Person**" shall have the meaning ascribed to such term in section 101(41) of the Bankruptcy Code.

(bbbb) "**Petition Date**" shall mean November 15, 2018, the date on which the Debtor commenced its Chapter 11 Case in the Bankruptcy Court.

(cccc) "**Plan**" shall mean this joint plan of liquidation under chapter 11 of the Bankruptcy Code, as it may be altered, amended, modified or supplemented from time to time including in accordance with any documents submitted in support hereof and the Bankruptcy Code or the Bankruptcy Rules.

(dddd) "**Plan Funding Amount**" shall mean Cash in the amount of \$778,000 or such greater amount to which the Agent may agree in its sole discretion to be funded from the Retained Assets on the Effective Date and allocated and use in accordance with the Plan for: (a) the payment of Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Other Secured Claims; (b) the establishment and funding of the General Unsecured Claim Distribution Fund; and (c) the establishment and funding of the Reserves in accordance with Article X of this Plan.

(eeee) "**Plan Supplement**" shall mean the compilation of documents and forms of documents, agreements, schedules, and exhibits to this Plan, which shall be in form and substance acceptable to the Debtor and the Agent, and which shall be Filed in the Chapter 11 Case, and notice of which shall be served in accordance with the Interim Approval and Procedures Order, no later than seven (7) days prior to the Voting Deadline or such later date as

may be approved by the Bankruptcy Court, as may be amended or supplemented by additional documents Filed in the Chapter 11 Case prior to the Effective Date as amendments to the Plan Supplement.

(ffff) “**Post-Effective Date Debtor**” shall mean the Debtor, or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

(gggg) “**Pre-petition Lenders**” shall mean BNP Paribas Fortis SA/NV, KBC Bank NV, Valliance Bank, and the other lenders from time to time party to the Credit Agreement.

(hhhh) “**Pre-petition Senior Claims Distribution Amount**” shall mean Cash in an amount equal to the Cash portion of the Retained Assets minus the Plan Funding Amount.

(iiii) “**Pre-petition Senior Deficiency Claims**” shall mean any and all Claims derived from, based upon, relating to, or arising from the Pre-petition Senior Loan Documents and/or the Pre-petition Senior Loan Facility, to the extent that such Claims are not Secured Claims. For the avoidance of doubt, the Pre-petition Senior Deficiency Claims shall be deemed allowed for voting purposes only in the amount of \$112.6 million, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the Post-Effective Date Debtor or its property.

(jjjj) “**Pre-petition Senior Loan Claims**” shall mean all Claims of Pre-petition Senior Loan Parties for obligations, loans, financial accommodations and other amounts owing under, or in connection with, the Pre-Petition Senior Loan Facility and the Pre-petition Senior Loan Documents, including the Pre-Petition Senior Secured Claims and the Pre-petition Senior Deficiency Claims. Under the Plan, the Pre-Petition Senior Loan Claims are allowed in the aggregate amount not less than \$126.1 million.

(kkkk) “**Pre-petition Senior Loan Documents**” shall mean the Credit Agreement and all other loan documents, security agreements, mortgages, pledge agreements, collateral assignments, credit actions, support agreements and forbearances related to or executed in connection with the Credit Agreement, each as amended, modified, restated, amended and restated, and/or supplemented from time to time.

(llll) “**Pre-petition Senior Loan Facility**” shall mean the loan and credit facilities provided pursuant to the Credit Agreement.

(mmmm) “**Pre-petition Senior Secured Claims**” shall mean any and all Claims derived from, based upon, relating to, or arising from the Pre-petition Senior Loan Documents and/or the Pre-petition Senior Loan Facility, other than any Pre-petition Senior Deficiency Claims. The Pre-petition Senior Secured Claims are Allowed Class 3 Claims under the Plan in the amount of the Pre-petition Senior Loan Parties’ respective Pro Rata portions of the Pre-petition Senior Loan Claims minus their respective Pro Rata portions of the Pre-petition Senior Deficiency Claims.

(nnnn) “**Pre-petition Senior Loan Parties**” shall mean the Agent and any and all Pre-petition Lenders under the Pre-petition Senior Loan Documents. “Pre-petition Secured Party” shall mean any of the Agent or any Pre-Petition Lender, as applicable.

(oooo) “**Priority Non-Tax Claim**” shall mean any and all Claims accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

(pppp) “**Priority Tax Claim**” shall mean a Claim or a portion of a Claim for which priority is asserted under section 507(a)(8) of the Bankruptcy Code.

(qqqq) “**Pro Rata**” shall mean the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan, as applicable.

(rrrr) “**ProCure Entities**” shall mean PTCI, ProCure Oklahoma Holdings, LLC, ProCure Midwest Holdings, LLC, and ProCure Business Services, LLC.

(ssss) “**Professional**” shall mean any professional employed in this Chapter 11 Case pursuant to Bankruptcy Code sections 327, 328 or 1103, or for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

(tttt) “**Professional Fee Bar Date**” shall mean the deadline for Filing all applications for Professional Fee Claims, which shall be thirty (30) days after the Effective Date.

(uuuu) “**Professional Fee Claims**” shall mean a Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and on or before the Effective Date.

(vvvv) “**PTCI**” shall mean ProCure Treatment Centers, Inc., a Delaware corporation.

(wwww) “**Purchase Agreement**” shall mean that certain Asset Purchase Agreement by and between the Debtor, as Seller, and The Oklahoma Proton Center LLC, as Buyer, dated as of November 29, 2018, and Filed with the Bankruptcy Court at Docket No. 67, including all schedules and exhibits thereto, as amended by Amendment No. 1, dated as of December 20, 2018 and Filed with the Bankruptcy Court at Docket No. 159, and as may be further amended from time to time.

(xxxx) “**Purchaser**” shall mean The Oklahoma Proton Center LLC, and its permitted designees, successors and assigns.

(yyyy) “**Rejection Claim**” shall mean any Claim for amounts due as a result of the rejection by the Debtor of any Executory Contract under section 365 of the Bankruptcy Code.

(zzzz) “**Rejection Damages Bar Date**” shall mean the deadline by which a counterparty to an Executory Contract of the Debtor rejected under this Plan must File a proof of Claim for damages arising from such rejection, and shall be the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, or (b) 5:00 p.m. (prevailing Eastern time) on the date that is 30 days following service of an order approving rejection of any executory contract or unexpired lease of the Debtor.

(aaaaa) “**Released Party**” shall mean each of the following in their respective capacity as such: (a) the Debtor; (b) the Estate; (c) the Post-Effective Date Debtor; (d) the Agent; (e) any Pre-petition Senior Loan Party; (f) any ProCure Entity; (g) the DIP Lender; (h) the Purchaser; and (i) with respect to each of the foregoing Persons in clauses (a) through (h), such Person’s Representatives, each in their capacities as such; *provided, however*, that the following shall not be a Released Party: (x) any Non-Released Party; or (y) any Person that invokes its Opt-Out Rights.

(bbbbbb) “**Releasing Party**” shall mean each of the following in their capacity as such: (a) the Agent; (b) any Pre-petition Senior Loan Party that does not invoke Opt-Out Rights; (c) any ProCure Entity; (d) the DIP Lender; (e) the Purchaser; (f) any Holder of an Unimpaired Claim that does not File a time objection to the Third Party Release in accordance with the Interim Approval and Procedures Order; (g) any Holder of a Claim that votes to accept the Plan but that does not opt-out of the Third Party Release pursuant to a duly completed Ballot submitted on or before the Voting Deadline; (h) the Debtor; and (i) with respect to each of the foregoing Persons in clauses (a) through (h), such Person’s Representatives, each in their capacity as such.

(ccccc) “**Representatives**” shall mean with respect to an Entity, all of that Entity’s current and former managed and controlled affiliates, subsidiaries, officers, directors, managers, managing members, principals, shareholders, members, partners, employees, agents, advisors, attorneys, professionals, accountants, investment bankers, consultants and other representatives and such Person’s respective heirs, executors, estates, servants and nominees, in each case in their capacity as such.

(ddddd) “**Reserves**” shall mean, collectively, the Disputed Administrative Claims Reserve, the Disputed Professional Fee Claims Reserve, the Disputed Priority Tax Claims Reserve, the Disputed Priority Non-Tax Claims Reserve, the Disputed Other Secured Claims Reserves, the Disputed General Unsecured Claims Reserve, the Wind-Down Expense Reserve, and any other reserves established by the Post-Effective Date Debtor pursuant to Article X of the Plan.

(eeee) “**Retained Assets**” shall mean all of the Debtor’s Cash and other Assets existing immediately prior to the Effective Date.

(fffff) “**Sale**” shall mean the sale of substantially all of the Debtor’s Assets to the Purchaser pursuant to the Purchase Agreement and the Sale Order.

(ggggg) “**Sale Documents**” shall mean the Purchase Agreement, the Sale Order, and all documents, instruments, and agreements executed and delivered in connection with the consummation of the transactions contemplated by the Purchase Agreement.

(hhhhh) “**Sale Order**” shall mean the *Order (A) Approving Asset Purchase Agreement between Debtor, as Seller, and The Oklahoma Proton Center LLC, as Buyer; (B) Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances; (C) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (D) Granting Certain Related Relief* as entered by the Bankruptcy Court on December 28, 2018, at Docket No. 218.

(iiii) “**Schedules**” shall mean the schedules of Assets and liabilities, schedules of Executory Contracts and statements of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

(jjjj) “**Secured Claim**” shall mean, pursuant to section 506 of the Bankruptcy Code, that portion of a Claim that is (a) secured by a valid, perfected and enforceable security interest, lien, mortgage, or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of the Debtor in and to property of the Estate, to the extent of the value of the Holder’s interest in such property as of the relevant determination date, or (b) Allowed as such pursuant to the terms of this Plan (subject to the Confirmation Order becoming a Final Order). The defined term Secured Claim includes any Claim that is (i) subject to an offset right under applicable law as of the Petition Date, and (ii) a secured claim against the Debtor pursuant to sections 506(a) and 553 of the Bankruptcy Code.

(kkkk) “**Securities Law Claim**” shall mean means any Claim that is subject to subordination under section 510(b) of the Bankruptcy Code, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any equity securities of the Debtor or an affiliate of the Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys’ fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in the Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including, without limitation (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtor, pursuant to the Debtor’s corporate charters, by-laws, agreements entered into any time prior to the Petition Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), and (ii) Claims based upon allegations that the Debtor made false and misleading statements or engaged in other deceptive acts in connection with the sale of equity securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

(llll) “**Subordinated Claim**” shall mean any (a) Penalty Claim, (b) Securities Law Claim, (c) Affiliate Claim, or (d) other Claim that is subordinated to General Unsecured Claims pursuant to section 510 of the Bankruptcy Code or Final Order of the Bankruptcy Court.

(mmmmm) “**Tax**” or “**Taxes**” shall mean all income, gross receipts, sales, use, transfer, payroll, employment, franchise, profits, property, excise, or other similar taxes, estimated import duties, fees, stamp taxes, and duties, value added taxes, assessments, or charges of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax, or additional amounts imposed by any taxing authority of a Governmental Unit with respect thereto.

(nnnnn) “**Third Party Release**” shall mean the voluntary releases to be granted pursuant to the Plan as set forth in Section 14.6 hereof.

(ooooo) “**Unclaimed Distributions**” shall mean any undeliverable or unclaimed Distributions.

(ppppp) “**Unimpaired**” shall mean, when used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

(qqqqq) “**Unimpaired Class**” shall mean a Class of Claims that are not impaired within the meaning of section 1124 of the Bankruptcy Code.

(rrrrr) “**U.S. Trustee**” shall mean the office of the United States Trustee for the District of Delaware.

(sssss) “**U.S. Trustee Fees**” shall mean fees payable pursuant to 28 U.S.C. § 1930.

(ttttt) “**Voting Deadline**” shall mean May 18, 2019, at 4:00 p.m. (prevailing Eastern time), the date and time by which ballots to accept or reject the Plan must be received by the Balloting Agent in order to be counted, as set forth by the Interim Approval and Procedures Order.

(uuuuu) “**Wind-Down Administrator**” shall mean the Person appointed pursuant this Plan to carry out wind-down of the Debtor and its Estate and to otherwise implement the Plan following the Effective Date. The initial Wind-Down Administrator shall be selected by the Debtor with the consent of the Agent, such consent not to be unreasonably withheld.

(vvvvv) “**Wind-Down Expenses**” shall mean the reasonable fees, costs and expenses of the Wind-Down Administrator’s retained professionals, as determined in the reasonable discretion of the Wind-Down Administrator. For the avoidance of doubt, U.S. Trustee Fees shall be considered a Wind-Down Expense.

(wwwww) “**Wind-Down Expense Reserve**” shall mean the reserve established pursuant to Article X of this Plan for payment of (i) the actual and projected costs and expenses of the Wind-Down Administrator and (ii) actual and projected Wind-Down Expenses, which may be replenished or adjusted from time to time for Cash held by the Post-Effective Date Debtor, other than funds in the other Reserves.

(xxxxx) **“Wind-Down Protected Parties”** shall mean, collectively, (a) the Wind-Down Administrator, (b) the Wind-Down Administrator’s Representatives, and (c) the Post-Effective Date Debtor’s Representatives, each in such capacity.

1.2 Rules of Interpretation

(a) For purposes of the Plan, except as expressly provided or unless the context otherwise requires, (i) any capitalized term used in this Combined Disclosure Statement and Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable, (ii) whenever the context requires, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter, (iii) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (iv) any reference in the Plan to an existing document or exhibit means such document or exhibit as it may be amended, modified, or supplemented from time to time, (v) unless otherwise specified, all references in the Plan to sections, articles, schedules, and exhibits are references to sections, articles, schedules, and exhibits of or to the Plan, (vi) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan in its entirety rather than to any particular paragraph, subparagraph, or clause contained in the Plan, (vii) captions and headings to articles and sections are inserted for convenience of reference only and shall not limit or otherwise affect the provisions hereof or the interpretation of the Plan, and (viii) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

(b) Any references herein to rights or actions of “the Debtor or the Wind-Down Administrator” or of “the Debtor or the Post-Effective Date Debtor” shall refer to the Debtor up through and until the Effective Date of the Plan, and the Wind-Down Administrator or the Post-Effective Date Debtor, as applicable, upon or after the Effective Date of the Plan.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND ARE THEREFORE SUBJECT TO CHANGE.

2.1 Classification. The information in the table below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including related to the claims reconciliation process. Actual recoveries may widely vary within these ranges, and any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by Creditors. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor’s estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the Combined Disclosure Statement and Plan, it is underscored that the Debtor makes no representation as to the accuracy of these recovery

estimates. The Debtor expressly disclaims any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received and/or errors discovered). A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described herein, have not been classified, and the respective treatment of such unclassified Claims is set forth below in Article VI of the Plan. The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and Distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

<u>Class/ Designation</u>	<u>Plan Treatment</u>	<u>Status</u>	<u>Estimated Claim Pool / Projected Recovery</u>
Class 1: Priority Non-Tax Claims	Each Holder of an Allowed Priority Non-Tax Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 1 Claim: (A) Cash equal to the amount of such Allowed Priority Non-Tax Claim; or (B) such other treatment which the Debtor or the Wind-Down Administrator for the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Priority Non-Tax Claim have agreed upon in writing.	Unimpaired; Not entitled to vote; Deemed to accept Plan	Approx. \$800 100%
Class 2: Other Secured Claims	Each Holder of an Allowed Class 2 Claim, at the option of the Debtor or the Wind-Down Administrator for the Post-Effective Date Debtor, as applicable, shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 2 Claim: (A) return of the collateral securing such Allowed Other Secured Claim; or (B) Cash equal to the amount of such Allowed Other Secured Claim; or (C) such other treatment which the Debtor or the Wind-Down Administrator for the Post-Effective Date Debtor, as applicable, and	Unimpaired; Not entitled to vote; Deemed to accept Plan	\$0 100%

<u>Class/ Designation</u>	<u>Plan Treatment</u>	<u>Status</u>	<u>Estimated Claim Pool / Projected Recovery</u>
	the Holder of such Allowed Other Secured Claim have agreed upon in writing.		
Class 3: Pre-petition Senior Secured Claims	Each Holder of an Allowed Pre-petition Senior Secured Claim shall be entitled to receive (a) its Pro Rata Share, as reflected in the books and records of the Agent, of the Pre-petition Senior Claims Distribution Amount, as set forth below and (b) treatment as a Released Party under the Plan. The Pre-petition Senior Secured Claims are Allowed Claims under the Plan.	Impaired; Entitled to vote	\$126.1 million minus Pre-petition Senior Deficiency Claims Approx. 10.7% ²
Class 4: General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for its Allowed Class 4 Claim its Pro Rata share of the General Unsecured Claim Distribution Fund; <i>provided, however,</i> that the Pre-petition Senior Deficiency Claims shall be deemed allowed for voting purposes only in the amount of \$112.6 million, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the Post-Effective Date Debtor or its property.	Impaired; Entitled to vote	Approx. \$2.1 - \$3.3 million Approx. 3.0% – 7.2%%
Class 5: Subordinated Claims	Holders of Subordinated Claims will not receive any Distributions on account of such Claims under the Plan.	Impaired; Not entitled to vote; Deemed to reject Plan	Approx. \$22.8 million 0%
Class 6: Interests	On the Effective Date, all Interests shall be deemed canceled, extinguished and of no further force or effect, and the Holders of Interests shall not be entitled to receive or retain any property on account of such Interests.	Impaired; Not entitled to vote; Deemed to reject Plan	0%

2.2 Unimpaired Classes of Claims.**Class 1: Priority Non-Tax Claims.** Class 1 shall consist of Priority Non-Tax Claims against the Debtor. Class 1 Claims are Unimpaired by the Plan and the Holders of Allowed Class 1 Claims are deemed to accept the Plan and, therefore, are not entitled to vote on the Plan.

² Projected recovery percentage for Pre-petition Senior Secured Claims calculated on the basis of total estimated Pre-petition Senior Loan Claims of \$126.1 Million.

(b) **Class 2: Other Secured Claims.** Class 2 shall consist of the Allowed Other Secured Claims against the Debtor. Class 2 Claims are Unimpaired by the Plan and the Holders of Allowed Class 2 Claims are deemed to accept the Plan and, therefore, are not entitled to vote on the Plan.

2.3 Impaired Classes of Claims.

(a) **Class 3: Pre-petition Senior Secured Claims.** Class 3 shall consist of all **Pre-petition Senior Secured Claims** against the Debtor. Class 3 Claims are Impaired by the Plan and entitled to vote on the Plan.

(b) **Class 4: General Unsecured Claims.** Class 4 shall consist of all Allowed General Unsecured Claims against the Debtor. Class 4 Claims are Impaired by the Plan and entitled to vote on the Plan.

(c) **Class 5: Subordinated Claims.** Class 5 shall consist of all Subordinated Claims against the Debtor. Because Holders of Class 5 Claims will receive no Distribution under the Plan, Holders of Class 5 Claims are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

2.4 Impaired Class of Interests.

(a) **Class 6: Interests.** Class 6 shall consist of all Interests. Because Holders of Class 6 Interests will receive no Distribution under the Plan, Holders of Class 6 Interests are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

ARTICLE III BACKGROUND AND DISCLOSURES

3.1 General Background.³

(a) *The Debtor's Corporate Structure.*

The Debtor is a Delaware limited liability company that was formed on August 8, 2006, to develop and operate the Center. PTCI, the Debtor's ultimate parent, at one time held controlling interests in entities that operated four proton treatment centers throughout the United States, including the Debtor's Center in Oklahoma City, Oklahoma, and centers in Chicago, Illinois, Seattle, Washington, and Princeton, New Jersey. However, between 2013 and 2018, PTCI either sold or divested its ownership interest in all of the proton therapy centers other than the Debtor's Center.

The membership interests in the Debtor are issued as common shares. The various rights and obligations of the members are set forth in the LLC Agreement. The members and their ownership percentages as of the Petition Date were: (a) ProCure Midwest Holdings,

³ Further information regarding the Debtor's history and business, and the events leading to the filing of the Chapter 11 Case is set forth in detail in the *Declaration of James J. Loughlin, Jr. in Support of First Day Relief* as File with the Bankruptcy Court at Docket No. 7.

LLC (55.07%); (b) McClendon Venture Company, LLC (22.67%); (c) Radiation Medicine Investments, LLC (6.00%); (d) Tercet Partners, LLC (10.66%); (e) Radiation Oncology Investments, LLC (4.00%); and (f) Oklahoma ProCure Investments, LLC (1.60%).

(b) *The Debtor's Business.*

From July 2009 until shortly before the closing of the Sale in January 2019, the Debtor operated a full-service multi-room proton therapy center in Oklahoma City, Oklahoma. The Center provided proton beam therapy, one of the most precise forms of radiation treatment available to treat cancerous and non-cancerous tumors. Proton beam therapy uses a controlled beam of protons to destroy cancer cells, while minimizing harm to the surrounding healthy tissue. This method allows the radiation dose to be concentrated more precisely on the cancerous cells, providing for higher radiation dosage, reduced patient side effects, fewer patient treatments, improved local cancer control, improved quality of life for the patient, and shorter treatment times.

The Center treated a wide variety of cancer cases, including breast, head and neck, lung and prostate. The Center also specialized in treating pediatric and international patients, with patients coming from as far as the United Kingdom and China to receive treatment at the facility. Historically, the Center treated a daily average of approximately 50 to 60 patients under beam, but the Center has the capacity to treat up to 100 patients a day.

The Center's hospital partner, INTEGRIS Health, Inc. (collectively, with its affiliates, "INTEGRIS"), offered a wider variety of cancer treatment options to supplement the Center's patients' proton therapy treatment as needed. The Center was connected to the INTEGRIS Cancer Institute, a 135,000-square foot campus, which provides additional medical services a patient might need while undergoing proton therapy. The Center's facility occupied land held by the Debtor pursuant to a long-term ground lease, dated April 2007 (as amended from time to time, the "Ground Lease"), with INTEGRIS Realty L.L.C. ("INTEGRIS Realty"), as lessor.

(c) *The Debtor's Capital Structure.*

i. Funded Debt Obligations

Pursuant to the Credit Agreement and other Pre-petition Senior Loan Documents, the Debtor obtained the Pre-petition Senior Loan Facility consisting of the following: (a) a commercial loan facility of up to \$39,000,000; and (b) a buyer credit facility of up to \$61,500,000. As security for the Debtor's repayment obligations under the Credit Agreement, the Debtor granted the Agent a first priority security interest in and lien on substantially all of the Debtor's existing and after-acquired personal and real property and on certain accounts, Assets, claims and shares of the Debtor (and the proceeds thereof).

In 2012, the Debtor defaulted under the Credit Agreement. Following this default, the Debtor, the Agent and the Pre-petition Lenders entered into a series of forbearance agreements and amendments to the Credit Agreement, including most recently that certain Forbearance Agreement dated September 28, 2018 (as amended from time to time, the "Forbearance Agreement"). Pursuant to the Forbearance Agreements the Pre-petition Secured

Parties agreed to forbear from exercising their respective rights and remedies with respect to the Debtor's default through the earlier of (i) December 31, 2018, and (ii) the occurrence of any Additional Triggering Event (as set forth in the Forbearance Agreement).

As of the Petition Date, the Debtor was indebted under the Pre-petition Senior Loan Facility in an aggregate amount of approximately \$126.1 million, plus interest thereon and fees, expenses (including any attorneys' and financial advisors' fees that are chargeable or reimbursable under the Pre-petition Senior Loan Documents), charges, costs resulting from termination of any hedge, swap or derivative agreements and other obligations incurred in connection therewith, as provided in the Pre-petition Senior Loan Documents.

Additionally, the Debtor obtained unsecured debt financing under that certain Second Amended and Restated Senior Subordinate PIK Note dated August 5, 2013 ("PTCI PIK Note") between the Debtor, as borrower, PTCI and ProCure Midwest Holdings, LLC. The PTCI PIK Note comprised of a loan in the original principal amount of approximately \$14.1 million. As of the Petition Date, the outstanding balance due on the PTCI PIK Note was approximately \$22 million, including accrued and unpaid interest. The Debtor's obligations in respect of the PTCI PIK Note are contractually subordinated to Debtor's obligations under the Pre-petition Senior Loan Facility.⁴

ii. Significant Leasehold/Contractual Obligations.

As noted above, pursuant to the Ground Lease, the land occupied by the Center was leased from INTEGRIS Realty. As a consequence of the Debtor's ongoing financial distress, in the period leading up to the Petition Date, the Debtor was unable to remain current on the monthly rent payments specified by the Ground Lease. Accordingly, through the Petition Date, the Debtor had an outstanding balance under Ground Lease in the approximate amount of \$584,059.

Additionally, the Debtor was party to that certain Amended and Restated Proton Therapy Equipment Service Agreement, dated April 19, 2007 (as amended, the "IBA Service Agreement"), with IBA Proton Therapy, Inc. ("IBA"), a subsidiary of Ion Beam Applications SA (collectively, the "IBA Companies"). The IBA Companies manufacture and sell cyclotrons and other equipment for the provision of proton therapy, including the proton therapy system that is at the heart of the Debtor's Center. Again, symptomatic of the Debtor's ongoing financial distress, for a significant period of time prior to the Petition Date, the Debtor failed to make payments to IBA under the IBA Service Agreement. Accordingly, IBA was owed approximately \$5.5 million as of the Petition Date.

iii. Other Trade and Miscellaneous Unsecured Debts.

⁴ The PTCI PIK Note obligations are within the Plan's definition of "Affiliate Claims" and therefore included in Class 5 (Subordinated Claims). Holders of Subordinated Claims will not receive any Distributions on account of such Claims under the Plan.

As of the Petition Date, the Debtor had approximately \$4.1 million of debt in claims of other trade and miscellaneous unsecured Creditors.

Additionally, as of the Petition Date, the Debtor owed approximately \$3.8 million to PTCI and/or certain affiliates thereof in respect of the provision of intercompany services to, or for the benefit of, the Debtor. Such intercompany obligations are unsecured and likewise contractually subordinated to the Debtor's obligations under the Pre-petition Facilities.⁵

3.2 Events Leading to Filing the Chapter 11 Case.

The Debtor has had difficulty servicing its debt obligations under the Pre-petition Facilities, almost since their inception. With limited exceptions, the Debtor has never generated enough cash flow to make regular payments in respect of such obligations and, as a result, was in default under the Credit Agreement on several occasions. As noted above, the Agent, the Pre-petition Lenders and the Debtor have negotiated and executed a series of forbearances and amendments to the Credit Agreement and the other Pre-petition Senior Loan Documents.

By 2012, the Debtor was in default of certain provisions of the Credit Agreement and had entered into negotiations with the Agent in furtherance of restructuring its obligations under the Pre-petition Senior Loan Facility. In connection with these restructuring efforts, in June 2013, the Debtor, together with PTCI and certain of its other affiliates, initially engaged LM+Co to provide certain services, including interim management and financial advisory services.⁶ Thereafter, as part of LM+Co's engagement, certain of LM+Co's personnel and independent contractors agreed to serve as interim officers for the Debtor, PTCI and certain affiliates of the Debtor. Specifically and without limitation: (a) Mr. James J. Loughlin, Jr., served, *inter alia*, as PTCI's Chief Restructuring Officer and Interim Chief Executive Officer and as the Debtor's Vice President and Assistant Treasurer; (b) Mr. Tom Hsin-Chieh Wang served, *inter alia*, as PTCI's Chief Financial Officer and as the Debtor's Vice President and Treasurer; and (c) Mr. Andrew Knizley served, *inter alia*, as PTCI's Chief Operating Officer and the Debtor's President. Messrs. Loughlin, Wang and Knizley also joined the boards of directors for PTCI, the Debtor and certain of the Debtor's affiliates.

Beginning in the third quarter of 2016, the Center began to experience a substantial decline in patient volume, which led to declining revenue, profitability and cash flow. This declining patient volume and revenue was attributable primarily to issues associated with insurance reimbursement and changes made by many of the larger insurance companies not to pay for or approve proton treatment for a number of diseases and conditions that had previously been covered, including prostate cancer. While the Center had struggled financially since its formation, the declines in patient count in 2016 were a major contributing factor to the Debtor's ongoing financial distress.

⁵ The Debtor's liabilities to PTCI for such intercompany services are likewise within the definition of "Affiliate Claims" under the Plan and therefore included in Class 5 (Subordinated Claims) that will receive no Distribution under the Plan.

⁶ During this same period, certain affiliates of the Debtor, also wholly or majority owned or controlled by PTCI, were experiencing operating losses and also were seeking to restructure.

In spring 2017, the Agent and Pre-petition Lenders drew the full amount available under an approximately \$2.8 million standby letter of credit that had been established in connection with the Prepetition Facilities. This draw, in turn, triggered a reimbursement obligation, secured by Cash, to the issuer of the letter of credit.

As the Debtor's financial situation worsened, management took proactive steps to address the Debtor's liquidity problems and to achieve a long-term fix for the Debtor's unworkable capital structure. Initially, management attempted to accelerate already ongoing discussions with INTEGRIS, which had been an early investor in the Center, and was a natural transaction partner in view of its adjoining cancer treatment institute situated on the same campus. Additionally, management began to reach out to other possible investors and transaction partners.

In the summer 2017, while the discussions with INTEGRIS were ongoing and to manage operational uncertainties occasioned by the Debtor's liquidity constraints, the Center temporarily discontinued taking new patients. Subsequently, patient volume rose to break-even levels and equipment-operator IBA agreed to provide services to the Center pursuant to a payment plan that was beneficial to the Center maintaining its liquidity and continuing operations. Hopeful that the Debtor's liquidity had improved enough to successfully effectuate a sale transaction, in fall 2017, the Center resumed taking new patients. Ultimately, after extensive discussions, in October 2017, INTEGRIS withdrew from further negotiations about a potential transaction to acquire the Center.

Despite this setback, in late 2017, the Debtor's members and the Pre-petition Senior Loan Parties remained supportive of seeking alternatives to avoid permanently closing the Center. Thus, in late 2017 the Debtor explored a potential sale transaction with two additional, separate interested parties, but again was unable to close.

Beginning in January 2018, the Debtor's management, with the assistance of the Center's restructuring advisors, conducted a complete and thorough sale process in consultation with the Agent and the agent's advisors. As part of this process, management contacted approximately 100 potential financial and strategic purchasers. The Debtor, its management and its advisors prepared a marketing teaser, as well as a 43-page confidential information memorandum and made it readily available to potential investors for review. The Debtor, its management and its advisors further populated a data room with operational and financial information and held multiple marketing sessions with potential investors, both telephonically and onsite at the Center.

Only a handful of the parties contacted expressed interest in further exploring a potential transaction for the Center. One such party was Strategic Alliance Holdings, LLC ("SAH"), which over a four month period from early January 2018 through April 2018, conducted intensive and, during many intervals, on-site financial, technical and operational due diligence regarding the Center with the full cooperation of the Debtor and, at the Debtor's request, IBA. SAH also requested to have, and was granted, direct access to the Agent and its representatives this period.

Debtor's sale process was geared toward finding a partner to acquire the Center in a going concern sale transaction. The Debtor's management and advisors viewed a going concern sale of the Center as optimal under the circumstances because it would not only maximize value for the Pre-petition Senior Loan Parties and the Debtor's other stakeholders, but also be least likely to disrupt ongoing patent treatment regimens or result in loss of employment for the Center's dedicated staff. Unfortunately, SAH declined to make an offer to the Debtor for a going concern acquisition of the Center, at that time, and, instead, sought to purchase the Claims of the Pre-petition Lenders at a deep discount without any funding commitment to continue operating the Center as a going concern. SAH's offer was not accepted by the Pre-petition Senior Loan Parties.

Once it became clear that no viable transaction could be achieved with SAH on terms acceptable to the Debtor and the Pre-petition Senior Loan Parties, the Debtor, acting in consultation with the Agent, focused greater attention on discussions with Provision Healthcare, LLC ("Provision"), a Tennessee-based operator of proton treatment centers that was the only other party to have made a formal expression of interest in acquiring the Center. Soon thereafter, Provision delivered a letter of intent, dated May 18, 2018, that the Debtor promptly executed. Despite conducting extensive due diligence, in late July 2018, Provision abruptly discontinued further negotiations with the Debtor concerning a transaction for the Center.

Following this setback, the Debtor, again acting in consultation with the Agent, sought in August 2018 to revive negotiations with SAH. The Debtor's efforts to work with SAH toward a potential transaction, however, were rebuffed by SAH's representatives. Later, the Debtor would learn that, despite SAH's refusal to discuss a potential transaction with the Debtor, SAH was continuing to have discussions with key principals of the Debtor's major contract parties and stakeholders, including the Debtor's hospital partner INTEGRIS and its clinical partner, Radiation Medicine Associates, LLC ("RMA"), in each instance as if SAH were still contemplating an acquisition of the Center.

Meanwhile, the Debtor, in consultation with the Agent, was pressing forward with efforts to salvage a going concern transaction for the Center that would accomplish their shared goals of maximizing value without disrupting patient care or resulting in the loss of jobs for the Center's staff. In late summer of 2018, the Debtor's management was approached by David Raubach, on behalf of himself and certain investors who then transmitted a letter of intent, dated August 23, 2018, by which they proposed to acquire the Center and associated Assets in an out-of-court sale for an aggregate purchase price of \$23,000,000. After considering the letter of intent's proposed terms and consulting with the Agent, the Debtor's Board of Directors – including three Board members appointed by RMA – unanimously voted to execute the letter of intent and begin working with Mr. Raubach and his team on pursuing a potential sale transaction.

Unfortunately, as detailed more fully in certain of the Debtor's Court filings in connection with the Sale, over the next few months, a series of events would transpire that prevent the Debtor from accomplishing the initial contemplated out-of-court sale transaction to the Raubach led buyer group and that would significantly impair the value that could be realized by the Debtor for the benefit of its Creditors and other stakeholders through that or any comparable transaction involving the Center and its related Assets. First, the Debtor's financial performance continued to deteriorate throughout 2018. In the months leading up to the Debtor's

bankruptcy filing, the number of patient treatments had fallen to approximately 30 patients per day, signaling an extremely low level of activity for the Center. At that diminished level of patient traffic, the Debtor found itself with inadequate operating revenue to cover its operating costs and to service its debt. It was only with the support of certain of the Pre-petition Senior Loan Parties and other Creditors, such as IBA, that the Debtor was able to care for its patient population and further explore the strategic alternatives available to it in the months prior to the Petition Date.

Second, by October 2018, it had become clear, for reasons that initially were not obvious to the Debtor, that INTEGRIS was unwilling to engage with the Raubach led buyer group concerning the treatment of the Ground Lease and associated land and improvements as part of the contemplated transaction. INTEGRIS Realty initially turned away overtures from the Raubach team to discuss a potential assignment of the Ground Lease as part of an out-of-court transaction. Later, INTEGRIS Realty rejected offers from the Raubach buyer group to purchase the land and improvements from INTEGRIS Realty in connection with their acquisition of the Center at a price to be fixed at a premium over the fair market value of such property as determined by an independent appraiser or valuation expert. The Debtor's representatives came to understand that INTEGRIS's reluctance to engage in meaningful discussions with the Raubach led buyer group was attributable, in significant part, to attempts then being pursued by SAH to purchase the land and improvements from INTEGRIS Realty even though SAH had previously refused to work with the Debtor on a potential transaction to acquire the Center.

Third, RMA – whose appointees on the Debtor's Board of Directors had unanimously approved the letter of intent with the Raubach led group just weeks earlier – in mid-October delivered correspondence to the Debtor in which RMA communicated that RMA and its physicians were categorically refusing to work with the Raubach buyer group if their proposed transaction was consummated.

Fourth, considering RMA's withdrawal of support for the Raubach group's proposed transaction and the refusal of both RMA and INTEGRIS to deal with the Raubach group against the backdrop of the Debtor's severely tightening liquidity situation, the Debtor's management made the difficult decision to immediately discontinue the Center's intake of new patients until circumstances improved. This, the Debtor realized, would unavoidably impact the going concern value of the Center; but, the Debtor accepted the Center's responsibility to prioritize patient welfare over financial considerations.

In late October, the Debtor learned that the Raubach buyer group was unwilling to proceed unless the purchase price was substantially reduced. Further negotiations between the parties, with input from the Agent for the Pre-petition Lenders, ensued with the Debtor and TOPC eventually agreeing to re-set the purchase price for a sale transaction at \$17.25 million to reflect the increased risks and working capital required of completing the transaction including the likelihood that the Debtor would be required to seek bankruptcy protection in order to complete the transaction. Thus, approximately \$5.75 million or 25% of the overall transaction value otherwise available to the Debtor and its Creditors was extinguished.

Although INTEGRIS Realty had never sought to terminate the Ground Lease, given everything that had transpired, the Debtor's management team began to fear that the

Debtor and its Center were exposed to imminent risk that SAH either would pressure INTEGRIS Realty to terminate the Ground Lease or, if the alleged land sale between INTEGRIS Realty and SAH was consummated, SAH would waste no time in terminating the Ground Lease thereafter. Accordingly, the Debtor perceived that the only potentially viable alternative available to the Debtor was to begin emergency preparations for a free-fall bankruptcy filing, while simultaneously doing everything in the Debtor's power to firm up the terms of a sale transaction with the Raubach buyer group and to line up debtor-in-possession financing and access to Cash collateral to bridge the Debtor to the closing of a sale.

3.3 The Chapter 11 Case.*Generally*

As set forth above, on the Petition Date, the Debtor Filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The commencement of a chapter 11 case creates an estate that is composed of all of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession." Since the Petition Date, the Debtor continued to operate its businesses and manage its properties as debtor and debtor in possession.

No trustee, examiner or creditors committee has been appointed in the Chapter 11 Case. Pursuant to an Order entered December 6, 2018 (D.I. 102), the Court directed the U.S. Trustee to appoint a patient care ombudsman in this case. On December 19, 2018, the U.S. Trustee appointed Deborah Burian as the patient care ombudsman in this case. The patient care ombudsman completed her role in the Chapter 11 Case, effective as of January 22, 2019, with the closing of the Sale.

The filing of the Debtor's bankruptcy petition on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoins all collection efforts and actions by Creditors, the enforcement of liens against property of the Debtor and both the commencement and the continuation of prepetition litigation against the Debtor. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay will remain in effect from the Petition Date until the Effective Date of this Plan.

(b) *"First Day" Motions and Related Applications.*

At or in connection with "first day" and "second day" hearings held on November 20, 2018 and December 6, 2018, respectively, the Bankruptcy Court considered and granted certain requests for immediate relief Filed by the Debtor to facilitate the transition between the Debtor's prepetition and postpetition business operations, including:

- *DIP Financing and Use of Cash Collateral:* Interim [Docket No. 36, entered November 21, 2018] and final [Docket No. 89, entered December 4, 2018] orders, *inter alia*, (a) authorizing post-petition super-priority secured financing, (b) authorizing the Debtor to use Cash collateral, (c) providing adequate protection to the pre-petition secured parties, and (d) modifying the automatic stay.

- *Employee Wages, Benefits and Other Compensation*: Interim [Docket No. 26, entered November 20, 2018] and final [Docket No. 100, entered December 6, 2018] orders, *inter alia*, (a) authorizing the debtor to (i) pay certain prepetition wages, benefits and other compensation obligations and (ii) continue to pay wages, benefits and other compensation obligations on a postpetition basis, (b) authorizing financial institutions to honor all obligations related thereto, and (c) granting related relief.
- *Utilities*: Interim [Docket No. 28, entered November 20, 2018] and final [Docket No. 101, entered December 4, 2018] orders, *inter alia*, (a) prohibiting utility providers from altering, refusing or discontinuing utility services, (b) approving proposed adequate assurance of payment to utility providers and authorizing the Debtor to provide additional assurance, (c) establishing procedures to resolve requests for additional assurance and (d) granting related relief.
- *Cash Management*: Interim [Docket No. 100; entered December 6, 2018] and final [Docket No. 100; entered December 6, 2018] orders, *inter alia*, (a) authorizing the Debtor to (i) continue its cash management system, (ii) honor certain related prepetition obligations, and (iii) maintain existing business forms, (b) authorizing and directing the Debtor's bank to honor all related payment requests (c) granting final waivers of the Debtor's compliance with section 345(b) of the Bankruptcy Code, (d) scheduling a final hearing, and (e) granting related relief [Docket No. 107; entered December 6, 2018].

(c) *Retention of Professionals and Claims Agent.*

Pursuant to orders entered on December 27, 2018, the Bankruptcy Court authorized the Debtor to retain and employ: (a) Morris, Nichols, Arsht & Tunnell LLP as its bankruptcy counsel [Docket No. 194]; and (b) Stretto as the claims and noticing agent for the Chapter 11 Case [Docket No. 199] and as the Debtor's administrative agent [Docket No. 200]. The Bankruptcy Court also authorized the Debtor to retain and employ certain professionals utilized by the Debtor in the ordinary course of business prior to the Petition Date pursuant to an order entered on December 6, 2018 [Docket No. 103].

Pursuant to an order entered on January 30, 2019, the Bankruptcy Court authorized the patient care ombudsman to retain and employ Pepper Hamilton LLP as her bankruptcy counsel [Docket No. 249].

(d) *The Sale of Substantially All of the Debtor's Assets*

On December 28, 2018 the Court entered the Sale Order, by which the Court, among other things, approved the Sale of substantially all of the Debtor's Assets to the Purchaser, free and clear of liens, claims and encumbrances, other than certain permitted encumbrances and assumed liabilities pursuant to the Purchase Agreement. Additionally, the majority of unexpired leases and executory contracts of the Debtor, including the agreements mentioned above with INTEGRIS and IBA, were assumed and assigned to the Purchaser and no

longer represent obligation of the Debtor or its Estate, in accordance with the Sale Order and Purchase Agreement.

On January 22, 2019, the Debtor and the Purchaser closed the Sale in accordance with the terms of the Sale Order and the Purchase Agreement. The proceeds of the Sale received from the Purchaser at the Closing represent the majority of the Retained Assets being used to fund this Plan.

Additionally, the Debtor and the Purchaser are currently parties to a transition services agreement, entered into pursuant to the Sale Order and the Purchase Agreement. The Debtor's limited duties under the transition services agreement run through approximately April 22, 2019 (subject to the Purchaser's right to extend its term once for a period of 30 additional days in accordance with the terms thereof). The Debtor's remaining duties under the transition services agreement are minimal and in the judgment of Debtor's management are unlikely to impose material cost on the Estate or the Post-Effective Date Debtor or delay Consummation of the Plan. Additionally, under the transition services agreement, the Purchaser has agreed to provide the Debtor, at nominal cost to the Estate, with certain back-office functionality that Debtor's management believes will be helpful to the Debtor's ability to reconcile and administrate Claims and otherwise to implement the terms of the Plan.

(e) *Summary of Claims Process, Bar Dates and Claims Filed*

On December 13, 2018, the Debtor Filed its Schedules of Assets and Liabilities (D.I. 129), which were subsequently amended on December 18, 2018 (D.I. 144) (as amended, the "Schedules"). Among other things, the Schedules set forth the Claims of known or putative Creditors against the Debtor as of the Petition Date, based upon the Debtor's books and records.

On February 19, 2019, the Bankruptcy Court entered the Bar Date Order establishing procedures and setting deadlines for Filing proofs of Claim against the Debtor and approving the form and manner of the notice of the Bar Date Order. Pursuant to the Bar Date Order, the last date for certain persons and entities to File proofs of Claim in the Debtor's Chapter 11 Case is March 25, 2019, and the last date for governmental units to File proofs of Claim in the Debtor's Chapter 11 Case is May 14, 2019. Notice of the Bar Date Order was published in the national edition of *USA Today* and *The Oklahoman*, and a notice of the Bar Date and related procedures and a proof of claim form were served on all Creditors and potential Creditors appearing in the Debtor's Creditor matrix and the Debtor's current and former employees as of the Petition Date.

The Debtor or the Post-Effective Date Debtor and their respective Professionals will investigate Claims Filed against the Debtor to determine the validity of such Claims. The Debtor or Post-Effective Date Debtor, as applicable, may File Objections to Claims that are Filed in improper amounts or classifications, or are otherwise subject to Objection under the Bankruptcy Code or other applicable law.

As described in detail below, the Plan contemplates the establishment of a Final Administrative Claim Bar Date, pursuant to the Confirmation Order. The projected recoveries set forth in the Plan are based on certain assumptions, including the Debtor's estimates of the

Claims that will eventually be Allowed in various Classes. There is no guarantee that the ultimate amount of each of such categories of Claims will correspond to the Debtor's estimates.

(f) *The Wind-down of the Estate*

Following the Sale, the Debtor is focused principally on winding down its remaining operations and affairs businesses, including the final activities necessary in connection with the transition services agreement with the Purchaser. The Debtor's Retained Assets currently consist of proceeds of the Sale and certain Causes of Action. This Plan provides for the Debtor's Retained Assets to be distributed to Holders of Allowed Claims in accordance with the terms of the Plan. The Wind-Down Administrator on behalf of the Post-Effective Date Debtor will effect such liquidation and Distribution.

ARTICLE IV
CONFIRMATION AND VOTING PROCEDURES

4.1 Confirmation Procedure. On April 4, 2019, the Bankruptcy Court entered the Interim Approval and Procedures Order conditionally approving the Combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtor to solicit votes to accept or reject the Plan. The Confirmation Hearing has been scheduled for **May 28, 2019 at 10:30 a.m. (prevailing Eastern time)** at the Bankruptcy Court, 824 North Market Street, 5th Floor, Courtroom 4, Wilmington, Delaware 19801 to consider (a) final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) **Confirmation** of the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtor without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by Filing a notice with the Bankruptcy Court.

4.2 Procedure for Objections. Any objection to final approval of the Combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and/or Confirmation of the Plan must be made in writing and Filed with the Bankruptcy Court and served on the following parties so as to be actually received on or before **May 13, 2019 at 4:00 p.m. (prevailing Eastern time)** (the "Plan Objection Deadline"): (a) counsel to the Debtor, Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St., 16th Floor, Wilmington, DE 19801 (Attn: Gregory W. Werkheiser, Esq.); (b) counsel to the Agent, Mayer Brown LLP, 1221 Avenue of the Americas, New York, NY 10020 (Attn: Brian Trust, Esq. and Joaquin M. C de Baca, Esq.); and (c) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Linda Richenderfer, Trial Attorney). Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

4.3 Requirements for Confirmation. The Bankruptcy Court will confirm the Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among other requirements, the Plan (a) must be accepted by all Impaired Classes of Claims or Interests or, if rejected by an Impaired Class, the Plan must not "discriminate unfairly" against, and be "fair and equitable" with respect to, such Class; and (b) must be feasible. The Bankruptcy Court must also find that: (i) the Plan has classified Claims and Interests in a permissible manner; (ii)

the Plan complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith.

4.4 Classification of Claims and Interests. Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor's creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which pursuant to section 1123(a)(1) of the Bankruptcy Code need not be and have not been classified). The Debtor also is required, under section 1122 of the Bankruptcy Code, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtor believes that the Plan complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny Confirmation of the Plan if the Holders of Claims or Interests affected do not consent to the treatment afforded them under the Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

The Debtor believes that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law. It is possible that a Holder of a Claim or Interest may challenge the Debtor's classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. If such a situation develops, the Debtor intends, in accordance with the terms of the Plan, to make such permissible modifications to the Plan as may be necessary to permit its Confirmation. Any such reclassification could adversely affect Holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Plan.

EXCEPT AS SET FORTH IN THE PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RE-SOLICITATION, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED TO BE A CONSENT TO THE PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS AS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED TO BE A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class

of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular Holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to any of the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein and/or the actual Distribution received by Creditors. The projected recoveries are based on information available to the Debtor as of the date hereof and reflect the Debtor's views as of the date hereof only.

The classification of Claims and Interests and the nature of Distributions to members of each Class are summarized herein. The Debtor believes that the consideration, if any, provided under the Plan to Holders of Claims reflects an appropriate resolution of their Claims taking into account the differing nature and priority (including applicable contractual subordination) of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Plan. Many of these tests are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on the Plan, or do not vote to accept the Plan, but who will be bound by the provisions of the Plan if it is confirmed by the Bankruptcy Court.

4.5 Impaired Claims or Interests.

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are "impaired" (as defined in section 1124 of the Bankruptcy Code) under a plan may vote to accept or reject such plan. Generally, a claim or interest is impaired under a plan if the holder's legal, equitable or contractual rights are changed under such plan. In addition, if the holders of claims or interests in an impaired class do not receive or retain any property under a plan on account of such claims or interests, such impaired class is deemed to have rejected such plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such plan.

Under the Plan, only Holders of Claims in Classes 3 and 4 are Impaired and are entitled to vote on the Plan. Under the Plan, Holders of Claims in Class 5 and Holders of Interests in Class 6 are Impaired and will not receive or retain any property under the Plan on account of such Interests and, therefore, are not entitled to vote on the Plan and are deemed to reject the Plan. Under the Plan, Holders of Claims in Classes 1 and 2 are Unimpaired and, therefore, not entitled to vote on the Plan and are deemed to accept the Plan.

ACCORDINGLY, A BALLOT FOR ACCEPTANCE OR REJECTION OF THE PLAN IS BEING PROVIDED ONLY TO HOLDERS OF CLAIMS IN CLASSES 3 AND 4.

4.6 Confirmation Without Necessary Acceptances; Cramdown

In the event that any impaired class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all impaired classes, if the plan has been accepted by at least one impaired class of claims, and the plan meets the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a

plan “does not discriminate unfairly” and (b) is “fair and equitable,” with respect to each non-accepting impaired class of claims or interests. Here, because Holders of Claims and Interests in Classes 4 and 5 are deemed to reject the Plan, the Debtor will seek Confirmation of the Plan from the Bankruptcy Court by satisfying the “cramdown” requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtor believes that such requirements are satisfied, as no Holder of a Claim or Interest junior to those in Classes 5 and 6, respectively, will receive or retain any property under the Plan.

A plan does not “discriminate unfairly” if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests. The Debtor believes that, under the Plan, all Impaired Classes of Claims or Interests are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, and no Class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtor believes that the Plan does not discriminate unfairly as to any Impaired Class of Claims or Interests.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” In order to determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity holders, as follows:

- (a) Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- (b) Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- (c) Equity Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

As discussed above, the Debtor believes that the Distributions provided under the Plan satisfy the absolute priority rule, where required.

4.7 Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor (unless such liquidation or reorganization is proposed in the Plan). Inasmuch as the Debtor's Assets have principally been liquidated and the Plan provides for the distribution of all of the Cash proceeds of the Debtor's Assets to Holders of Claims that are Allowed as of the Effective Date in accordance with the Plan, for purposes of this test, the Debtor has analyzed the ability of the Post-Effective Date Debtor to meet its obligations under the Plan. Based on the Debtor's analysis, the Post-Effective Date Debtor will have sufficient Assets to accomplish its tasks under the Plan. Therefore, the Debtor believes that the liquidation pursuant to the Plan will meet the feasibility requirements of the Bankruptcy Code.

4.8 Best Interests Test and Liquidation Analysis

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are impaired by that plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from a debtor's assets if its chapter 11 cases were converted to chapter 7 cases under the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the present value of the distributions from the proceeds of a liquidation of the debtor's unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such impaired classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any impaired class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such impaired class. *See* Liquidation Analysis attached as Exhibit A to this Combined Disclosure Statement and Plan.

Because the Plan is a liquidating plan, the "liquidation value" in the hypothetical chapter 7 liquidation analysis for purposes of the "best interests" test is substantially similar to the estimates of the results of the chapter 11 liquidation contemplated by the Plan. However, the Debtor believes that in a chapter 7 liquidation, there would be additional costs and expenses that the Estate would incur as a result of liquidating the Estate in a chapter 7 case.

As noted herein, the Agent has a security interest in or lien on the Retained Assets, and would be entitled to the proceeds of the Retained Assets upon liquidation. Therefore, no other creditors would be entitled to a distribution in a Chapter 7 proceeding.

The costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Debtor believes such amount would exceed the amount of expenses that would be incurred in implementing the Plan and winding up the affairs of the Debtor. Conversion also would likely delay the liquidation process and ultimately distribution of the Retained Assets. The Estate would also be obligated to pay all unpaid expenses incurred by the Debtor during the Chapter 11 Case (such as compensation for Professionals) that are allowed in the chapter 7 case. Ultimately, the Agent would need to consent to the usage of its Cash collateral to fund such a chapter 7 process, and there is no guarantee that it would do so. If such consent was not forthcoming, a conversion to chapter 7 would serve only to increase the amount of Claims against the Debtor that would not be paid—both in terms of currently incurred and unpaid Administrative and Priority Claims, as well as any costs incurred in administering the chapter 7 case.

Accordingly, the Debtor believes that Holders of Allowed Claims would receive less than anticipated under the Plan if the Chapter 11 Case was converted to a chapter 7 case, and therefore, the classification and treatment of Claims and Interests in the Plan complies with section 1129(a)(7) of the Bankruptcy Code.

4.9 Procedure/Voting Deadlines

In order for your Ballot to count, you must (1) properly complete, date, and execute the Ballot and (2) deliver the Ballot to the Balloting Agent at the following address:

Oklahoma ProCure Management, LLC, Ballot Processing
c/o Stretto
8269 E. 23rd Avenue, Suite 275
Denver, CO 80238

The Balloting Agent must **RECEIVE** original ballots on or before the Voting Deadline of **May 18, 2019, at 4:00 p.m. (prevailing Eastern Time)**.

Unless otherwise ordered by the Bankruptcy Court, only Holders of Allowed Claims in Classes 3 and 4 may vote on this Combined Disclosure Statement and Plan.

For purposes of voting on the Plan, the Interim Approval and Procedures Order provides that the following Claims in Classes 3 and 4 be allowed for voting purposes only: (a) a Claim (i) for which a proof of Claim was timely received by the applicable Bar Date, or (ii) that is listed in the Schedules and not listed as Disputed, Contingent or unliquidated as to amount, and, in either case, as to which no objection to the allowance thereof has been Filed prior to entry of this Order; or (b) a Claim that has otherwise been Allowed by a Final Order of the Bankruptcy Court. The foregoing is subject to further order of the Bankruptcy Court to the extent that a Holder of a Claim moves for temporary allowance of its Claim in accordance with Bankruptcy Rule 3018(a) and the Interim Approval and Procedures Order. To challenge the temporary allowance or disallowance of a Claim for voting purposes, a Holder of a Claim must Filed a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Combined

Disclosure Statement and Plan (a “Rule 3018 Motion”) and serve the Rule 3018 Motion on the Debtor, counsel for the Agent and the U.S. Trustee so that it is received no later than **May 13, 2019 at 4:00 p.m. (prevailing Eastern Time)**. The Debtor will then have until May 22, 2019 to File and serve any responses to Rule 3018 Motions. The hearing on any timely-Filed Rule 3018 Motion and any responses thereto shall be heard at the hearing on Confirmation of the Plan.

The following procedures will be used in tabulating the Ballots submitted by Holders of Allowed Claims in Classes 3 and 4:

- a. The Record Date for voting purposes shall be the date of the entry of Interim Approval and Procedures order by the Court.
- b. Any Ballots received after the Voting Deadline will not be accepted or counted by the Debtor in connection with the Debtor’s request for Confirmation of the Plan, unless the Debtor has granted an extension in writing (including e-mail) with respect to such Ballot.
- c. Whenever a Holder of a Claim casts more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated Ballot timely received will be deemed to reflect the voter’s intent and will thus supersede any prior Ballots.
- d. Ballots partially rejecting and partially accepting the Plan will not be counted.
- e. Any Holder of a Claim who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a).
- f. Unless waived by the Debtor, or as ordered by the Court, any defects or irregularities in connection with the Ballots must be cured by the Voting Deadline or within such time as the Court determines, and, unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived.
- g. For purposes of determining whether the numerosity and amount requirements of section 1126(c) of the Bankruptcy Code have been satisfied, the Debtor will tabulate only those Ballots received prior to the Voting Deadline unless the Debtor has granted an extension in writing (including e-mail) with respect to any Ballot or otherwise ordered by the Court.
- h. Ballots received that do not evidence the amount, or evidence an incorrect amount, of such Creditor’s Claim shall be completed or corrected, as the case may be, based upon a Final Order of the Bankruptcy Court or, if no such Final Order exists, then (i) based upon timely Filed proofs of Claim,

or (ii) the Schedules, if no proof of Claim has been Filed by such Creditor, and counted as a vote to accept or reject the Plan.

- i. For purposes of determining whether the numerosity and amount requirements of Bankruptcy Code section 1126(c) have been satisfied, separate Claims held by a single Creditor in a single Voting Class shall be aggregated as if such Creditor held one Claim in the Voting Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.
- j. The Pre-petition Senior Deficiency Claims as defined in the Combined D.S. & Plan shall be allowed *for voting purposes only* in an amount equal to \$112.6 million.

4.10 Acceptance of the Plan

The rules and procedures governing eligibility to vote on the Plan, solicitation of votes, and submission of ballots are set forth in the Interim Approval and Procedures Order.

In order for the Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Plan. At least one Voting Class, excluding the votes of Insiders, must actually vote to accept the Plan.

IF YOU ARE ENTITLED TO VOTE ON THE PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY AND TO IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE HOLDER. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT OR YOU LOST YOUR BALLOT OR IF YOU HAVE ANY QUESTIONS CONCERNING THE PLAN OR PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT THE SOLICITATION AND CLAIMS AGENT AT (855) 812-6112 OR at <https://cases-cr.stretto.com/oklahomapro cure/dsandplan>. THE SOLICITATION AND CLAIMS AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

ARTICLE V

CERTAIN RISK FACTORS TO BE CONSIDERED PRIOR TO VOTING

THE PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE PLAN AND THE DOCUMENTS DELIVERED

TOGETHER HERewith OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

5.1 The Plan May Not Be Accepted.

The Debtor can make no assurances that the requisite acceptances to the Plan will be received, and the Debtor may need to obtain acceptances to an alternative plan of liquidation for the Debtor, or otherwise, that may not have the support of the Creditors and/or may be required to liquidate the Estate under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to Creditors as those proposed in the Plan.

5.2 The Plan May Not Be Confirmed.

Even if the Debtor receives the requisite acceptances, there is no assurance that the Bankruptcy Court, which may exercise substantial discretion as a court of equity, will confirm the Plan. Even if the Bankruptcy Court determined that the Combined Disclosure Statement and Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation had not been met. Moreover, there can be no assurance that modifications to the Combined Disclosure Statement and Plan will not be required for Confirmation or that such modifications would not necessitate the resolicitation of votes. If the Plan is not confirmed, it is unclear what distributions Holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of liquidation.

5.3 Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections.

Projected Distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for distribution. There can be no assurance that the estimated Claim amounts set forth in the Plan are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtor's estimates. If the total amount of Allowed Claims in a Class is higher than the Debtor's estimates, or the funds available for distribution to such Class are lower than the Debtor's estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

5.4 Objections to Classification of Claims.

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims and Interests. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtor believes that all Claims and Interests have been appropriately classified in the Plan. To the extent that the Bankruptcy Court finds that a different

classification is required for the Plan to be confirmed, the Debtor would seek to (i) modify the Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtor will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtor believes that under the Bankruptcy Rules, it would be required to resolicit votes for or against the Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder.

The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtor believes that the Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny Confirmation of the Plan. Issues or disputes relating to classification and/or treatment could result in a delay in the Confirmation and Consummation of the Plan and could increase the risk that the Plan will not be consummated.

5.5 Failure to Consummate the Plan.

The Plan provides for certain conditions that must be satisfied (or waived) prior to Confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Plan, there can be no assurance that any or all of the conditions in the Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Plan will be confirmed by the Bankruptcy Court. Further, if the Plan is confirmed, there can be no assurance that the Plan will be consummated.

5.6 Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan.

There can be no assurance that the estimated Claim amounts set forth in the Plan are correct, and the actual Allowed amounts of Claims may differ from the estimates. The estimated amounts are based on certain assumptions with respect to a variety of factors, including with respect to the Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Other Secured Claims. Should these underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from

those estimated herein, thereby materially reducing the recovery to the Holders of General Unsecured Claims under the Plan.

5.7 Plan Releases May Not Be Approved.

There can be no assurance that the releases, as provided in Article XIV of the Plan, will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan of liquidation that differs from the Plan or the Plan not being confirmed.

5.8 Certain Tax Considerations.

There are a number of material income tax considerations, risks and uncertainties associated with the plan of liquidation of the Debtor described in this Combined Disclosure Statement and Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

ARTICLE VI **TREATMENT OF UNCLASSIFIED CLAIMS**

6.1 Administrative Claims. Within the time period provided in Article VII of this Plan, each Holder of an Allowed Administrative Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Administrative Claim: (a) Cash equal to the amount of such Allowed Administrative Claim; or (b) such other treatment as to which the Debtor or the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing.

(a) **Final Administrative Claim Bar Date.** Holders of Administrative Claims accruing from the Closing Date through the Effective Date, other than Professional Fee Claims, shall File with the Claims Agent and serve on the Post-Effective Date Debtor requests for payment, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, **so as to actually be received on or before the Final Administrative Claim Bar Date.** Any such Claim not Filed by the Final Administrative Claim Bar Date shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the Final Administrative Claim Bar Date and shall constitute notice of such Bar Date. The Wind-Down Administrator for the Post-Effective Date Debtor shall have ninety (90) days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Final Administrative Claim Bar Date to review and object to Administrative Claims.

(b) **Bar Date for Applications for Professional Fees.** Professional Fee Claims are Administrative Claims and all applications for allowance and payment of Professional Fee Claims shall be File with the Bankruptcy Court on or before the Professional Fee Bar Date. If an application for a Professional Fee Claim is not Filed by the Professional Fee Bar Date, such Professional Fee Claim shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the Professional Fee Bar Date and shall constitute notice of such Bar Date.

(c) For the avoidance of doubt, (i) the deadline for Filing requests for payment of 503(b)(9) Claims was the General Bar Date and (ii) the deadline for Filing requests for payment of Administrative Claims that arose between the Petition Date through and the Closing Date is the Initial Administrative Claim Bar Date, and neither deadline is extended by this Combined Disclosure Statement and Plan nor the Confirmation Order.

6.2 U.S. Trustee Fees. All fees payable on or before the Effective Date pursuant to section 1930 of Title 28 of the United States Code shall be paid by the Debtor on or before the Effective Date. From and after the Effective Date, the Post-Effective Date Debtor shall be liable and shall pay the fees assessed against the Debtor's Estate until such time as the Chapter 11 Case is closed, dismissed or converted. Notwithstanding anything to the contrary in this Plan, the U.S. Trustee shall not be required to File a proof of Claim for administrative expenses. For the avoidance of doubt, any and all U.S. Trustee Fees shall be payable solely from the Retained Assets.

6.3 Priority Tax Claims. Within the time period provided in Article X of this Plan, each Holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Priority Tax Claim: (a) Cash equal to the amount of such Allowed Priority Tax Claim; or (b) such other treatment as to which the Debtor or the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing.

ARTICLE VII

TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

Unless the Holder of an Allowed Claim and the Debtor or the Post-Effective Date Debtor, as applicable, agree to a different treatment, each Holder of an Allowed Claim shall receive the following Distributions in accordance with Article X of the Plan:

7.1 Class 1: Priority Non-Tax Claims. Each Holder of an Allowed Priority Non-Tax Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 1 Claim: (a) Cash equal to the amount of such Allowed Priority Non-Tax Claim; or (b) such other treatment which the Debtor or the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Priority Non-Tax Claim have agreed upon in writing.

7.2 Class 2: Other Secured Claims. Each Holder of an Allowed Other Secured Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for such Allowed Class 2 Claim: (a) return of the collateral securing such Allowed Other Secured

Claim; or (b) Cash equal to the amount of such Allowed Other Secured Claim; or (c) such other treatment which the Debtor or the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Other Secured Claim have agreed upon in writing.

7.3 Class 3: Pre-petition Senior Secured Claim. Each Holder of an Allowed Pre-petition Senior Secured Claim shall be entitled to receive (a) its Pro Rata Share, as reflected in the books and records of the Agent, of the Pre-petition Senior Claims Distribution Amount, as set forth below and (b) treatment as a Released Party under the Plan.

7.4 Class 4: General Unsecured Claims. Each Holder of an Allowed General Unsecured Claim shall receive in full and final satisfaction, settlement, and release of and in exchange for its Allowed Class 4 Claim its Pro Rata share of the General Unsecured Claim Distribution Fund; *provided, however*, that the Pre-petition Senior Deficiency Claims shall be deemed allowed for voting purposes only in the amount of \$112.6 million, but the Holders thereof shall not be entitled to any Distribution on account of such Claims under the Plan, including from the Post-Effective Date Debtor or its property.

7.5 Class 5: Subordinated Claims. Holders of Subordinated Claims will not receive any Distributions on account of such Claims under the Plan.

7.6 Class 6: Interests. On the Effective Date, all Interests shall be deemed canceled, extinguished and of no further force or effect, and the Holders of Interests shall not be entitled to receive or retain any property on account of such Interests.

7.7 Reservation of Rights Regarding Claims and Interests. Except as otherwise explicitly provided in the Plan, nothing shall affect the Debtor's rights and defenses, both legal and equitable, with respect to any Claims or Interests, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

ARTICLE VIII

ACCEPTANCE OR REJECTION OF THE PLAN

8.1 Class Entitled to Vote. Because Claims in Classes 3 and 4 are Impaired and Holders thereof will receive or retain property or an interest in property under the Plan, only a Holder of Classes 3 or 4 Claims shall be entitled to vote to accept or reject the Plan.

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

8.3 Presumed Acceptance by Unimpaired Classes. Because Claims in Classes 1 and 2 are Unimpaired pursuant to section 1126(f) of the Bankruptcy Code, Holders of Claims in

Classes 1 and 2 are deemed to have accepted the Plan and, therefore, Holders of Claims in Class 1 and 2 are not entitled to vote to accept or reject the Plan.

8.4 Presumed Rejections by Impaired Classes. Because Holders of Claims in Class 5 and Interests in Class 6 are not entitled to receive or retain any property under the Plan, pursuant to section 1126(g) of the Bankruptcy Code, Holders of Claims in Class 5 and Interests in Class 6 are presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

8.5 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtor reserves the right to request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Plan, the documents submitted in support thereof or any schedule or exhibit, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

8.6 Controversy Concerning Impairment. If a controversy arises as to whether any Claim or Interest is Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

8.7 Elimination of Vacant Classes. Any Class of Claims or Interests that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Plan for all purposes, including for purposes of determining acceptance of the Plan.

ARTICLE IX

MEANS OF IMPLEMENTING THE PLAN

9.1 Funding of Plan. The Plan will be funded by the Cash and Cash equivalents held by the Debtor and Post-Effective Date Debtor.

9.2 Post-Effective Date Debtor; Wind-Down Administrator.

(a) **Post-Effective Date Debtor.** The Debtor shall continue in existence after the Effective Date as the Post-Effective Date Debtor for purposes of (1) winding down the Debtor's Estate as expeditiously as reasonably possible and liquidating any non-Cash Retained Assets held by the Post-Effective Date Debtor after the Effective Date, (2) resolving any Disputed Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, and Other Secured Claims, (3) paying Allowed Claims in accordance with this Plan, (4) enforcing and prosecuting claims, interests, rights, and privileges under any Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith, (5) filing appropriate tax returns, and (6) administering the Plan in an efficacious manner. The Post-Effective Date Debtor shall be deemed to be substituted as the party-in-lieu of the Debtor in all matters, including (1) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court and (2) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court,

in each case without the need or requirement for the Post-Effective Date Debtor to File motions or substitutions of parties or counsel in each such matter.

(b) **Re-vesting of Property in Post-Effective Date Debtor.** On the Effective Date, the Plan Funding Amount and any Estate non-Cash Retained Assets shall vest in the Post-Effective Date Debtor for the purpose of liquidating the Estate and Consummating the Plan. The Plan Funding Amount and such non-Cash Retained Assets shall be held free and clear of all liens, Claims, and Interests of Holders of Claims and Interests, except as otherwise provided in the Plan. Any Distributions to be made under the Plan from the Plan Funding Amount or Retained Assets other than the Pre-petition Senior Claims Distribution Amount shall be made by the Wind-Down Administrator or his, her or its designee. The Post-Effective Date Debtor and the Wind-Down Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

(c) **Wind-Down Administrator.**

(1) The initial Wind-Down Administrator shall be selected by the Debtor with the consent of the Agent, such consent not to be unreasonably withheld. The identity of the initial Wind-Down Administrator and the principal terms of the Wind-Down Administrator's proposed compensation shall be disclosed in the Plan Supplement.

(2) The appointment of the Wind-Down Administrator shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date.

(3) The Wind-Down Administrator shall act for the Post-Effective Date Debtor in the same capacity and with the same authority as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of incorporation and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as directors and officers of the Post-Effective Date Debtor shall be deemed to have resigned, solely in their capacities as such, and the Wind-Down Administrator shall be appointed as the sole director and the sole officer of the Post-Effective Date Debtor and shall succeed to the powers of the Debtor's members, directors and officers. From and after the Effective Date, the Wind-Down Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtor. For the avoidance of doubt and notwithstanding anything to the contrary in the LLC Agreement, the Wind-Down Administrator, subject to the express requirements of this Plan and the Confirmation Order, shall be authorized to act for the Post-Effective Date Debtor on all matters without the formality of a meeting. For the further avoidance of doubt, the foregoing shall not limit the authority of the Post-Effective Date Debtor or the Wind-Down Administrator, as applicable, to continue the employment of any former director, manager, or officer or to retain any such individual as an independent contractor.

(4) The powers of the shall include any and all powers and authority on behalf of the Post-Effective Date Debtor to implement the Plan and to make Distributions thereunder and wind down the Estate of the Debtor and the Post-Effective Date Debtor, as applicable, including: (a) liquidating, receiving, holding, investing, supervising, and protecting

the Plan Funding Amount and other Retained Assets of the Post-Effective Date Debtor; (b) taking all steps to execute all instruments and documents necessary to effectuate the Distributions to be made under the Plan; (c) making Distributions as contemplated under the Plan; (d) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtor; (e) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (f) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtor; (g) administering and paying taxes of the Post-Effective Date Debtor, including filing tax returns; (h) representing the interests of the Post-Effective Date Debtor before any taxing authority in all matters, including any action, suit, proceeding, or audit; and (i) exercising such other powers as may be vested in it pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan. In addition, the Post-Effective Date Debtor shall at all times enforce the terms of the Purchase Agreement, including the Debtor's rights and the Purchaser's obligations thereunder.

(5) The Wind-Down Administrator may resign at any time upon 30 days' written notice Filed with the Bankruptcy Court and served upon the U.S. Trustee and any Entities that have formally requested notice pursuant to Bankruptcy Rule 2002, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Wind-Down Administrator. Upon his, her or its appointment, the successor Wind-Down Administrator, without any further act other than the Filing of a notice with the Bankruptcy Court, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Wind-Down Administrator relating to the Post-Effective Date Debtor shall be terminated.

(6) The U.S. Trustee, any Creditor of the Post-Effective Date Debtor may request the removal of the Wind-Down Administrator for "cause" pursuant to a motion Filed with the Bankruptcy Court and served upon (a) the Wind-Down Administrator, the Post-Effective Date Debtor and their respective counsel, (b) the U.S. Trustee (if not the movant) and (c) all other Entities that have formally requested notice pursuant to Bankruptcy Rule 2002. In connection with any such motion to remove the Wind-Down Administrator, "cause" will include: (a) the Wind-Down Administrator's willful failure to perform his, her or its material duties hereunder, which is not remedied within thirty (30) days of notice; (b) the Wind-Down Administrator's death; (c) the Wind-Down Administrator's mental or physical incapacity that materially and adversely affects the Wind-Down Administrator's ability to perform his, her or its duties under the Plan lasting for a period of more than thirty (30) days; (d) the Wind-Down Administrator's commission of an act of fraud, theft or embezzlement in connection with the Wind-Down Administrator's duties under this Plan; (e) the Wind-Down Administrator's conviction for the commission of a felony with all appeals having been exhausted or appeal periods lapsed; provided, however, that no "cause" shall exist involving clause (a) above until the Wind-Down Administrator first has failed to cure such failure within thirty (30) days of having been given written notice of such failure. For purposes of the foregoing, no act or failure to act on the part of the Wind-Down Administrator shall be considered "willful" unless it is done, or permitted to be done, by the Wind-Down Administrator without reasonable belief that the Wind-Down Administrator's action or omission was in the best interests of the Post-Effective Date Debtor.

(7) The Wind-Down Administrator shall have the right to cause the Post-Effective Date Debtor to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Wind-Down Administrator, are necessary to assist the Wind-Down Administrator in the performance of his, her or its duties. The reasonable fees and expenses of such professionals shall be paid by the Post-Effective Date Debtor, upon the monthly submission of statements by the Wind-Down Administrator. The payment of the reasonable fees and expenses of the Post-Effective Date Debtor's retained professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court.

(d) **Wind-Down.**

(1) On and after the Effective Date, the Wind-Down Administrator and the Post-Effective Date Debtor will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Wind-Down Administrator and the Post-Effective Date Debtor shall have the power and authority to take any action necessary to wind down and dissolve the Debtor's Estate.

(2) As soon as practicable after the Effective Date, the Wind-Down Administrator shall take any and all actions as the Wind-Down Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. From and after the Effective Date the Debtor (a) for all purposes shall be deemed to have withdrawn its business operations from any state in which the Debtor was previously conducting, or is registered or licensed to conduct, its business operations, and shall not be required to File any document, pay any sum, or take any other action in order to effectuate such withdrawal, (b) shall be deemed to have cancelled pursuant to this Plan all Interests, and (c) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date.

(e) **Wind-Down Protected Parties Exculpation, Indemnification, Insurance, and Liability Limitation.** Each of the Wind-Down Administrator and the Wind-Down Protected Parties, in such capacity, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtor. The Wind-Down Administrator may obtain, at the expense of the Post-Effective Date Debtor, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtor. The Wind-Down Protected Parties may rely upon written information previously generated by the Debtor.

(f) **Tax Returns.** After the Effective Date, the Wind-Down Administrator shall cause the Post-Effective Date Debtor to complete and file all final or otherwise required federal, state, and local tax returns for the Debtor, and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of the Debtor or its Estate for any tax incurred during the administration of the Debtor's Chapter 11 Case, as determined under applicable tax laws.

(g) **Dissolution of the Post-Effective Date Debtor.** Upon the Effective Date, the Wind-Down Administrator and the Post-Effective Date Debtor shall have authority to take all

necessary actions to dissolve the Post-Effective Date Debtor in and withdraw the Post-Effective Date Debtor from applicable states.

(h) **Fees and Expenses of Wind-Down Administrator.** Notwithstanding anything to the contrary herein, all Wind-Down Expenses (including the compensation and expenses of the Post-Effective Date Debtor and any professionals the Wind-Down Administrator retains for the Post-Effective Date Debtor), shall be funded from the Wind-Down Expense Reserve.

(i) **Bonding of Wind-Down Administrator.** The Wind-Down Administrator shall not be obligated to obtain a bond but may do so, in his or her sole discretion, in which case the expense incurred by such bonding shall be paid by the Wind-Down Expense Reserve.

(j) **Fiduciary Duties .** Pursuant to this Plan, the Wind-Down Administrator shall act as a fiduciary for the Post-Effective Date Debtor for the benefit of all Holders of Allowed Claims that will receive Distributions pursuant to the terms of this Plan.

9.3 Cancellation of Instruments and Documents. On the Effective Date, except to the extent otherwise provided in this Plan, any and all notes, instruments, debentures, certificates and other documents evidencing Claims against and Interests in the Debtor shall be deemed automatically extinguished, canceled, and of no further effect with the Debtor having no continuing obligations thereunder, and shall be deemed rejected and terminated; *provided*, that notwithstanding Confirmation of the Plan or the occurrence of the Effective Date, the Credit Agreement and other Pre-Petition Senior Loan Documents shall continue in effect solely for purposes of (i) enabling the Pre-petition Lenders to receive Distributions under the Plan on account of their Allowed Pre-Petition Senior Secured Claims as provided herein, (ii) allowing the Agent to make Distributions on account of the Allowed Pre-petition Senior Secured Claims, as applicable, (iii) preserving the Agent's rights to compensation and indemnification under the Credit Agreement and other Pre-petition Senior Loan Documents, (iv) permitting the Agent to enforce any obligation owed to it under the Plan, (v) preserving all rights, including rights of enforcement, of the Agent against any Person other than a Released Party, and (vi) permitting the Agent to appear in the Chapter 11 Case or in any related proceeding in the Bankruptcy Court or any other court.

9.4 Reduction in Authorized Membership Interests and Issuance of Single Membership Interest to Wind-Down Administrator. Following the Effective Date, notwithstanding anything to the contrary in the LLC Agreement, the number of classes of membership interests in the Post-Effective Date Debtor shall be reduced to one and the number of authorized membership interests in that class shall be reduced to one (1). On the Effective Date, the sole membership interest in the Post-Effective Date Debtor shall be deemed to have been issued to the Wind-Down Administrator and shall not be transferrable by the Wind-Down Administrator, except to a successor Wind-Down Administrator selected in accordance with the Plan. The sole membership interest in the Post-Effective Date Debtor shall be held by Wind-Down Administrator solely for purposes of allowing the Wind-Down Administrator to approve and take any corporate action necessary to implement the terms of the Plan in accordance with the terms thereof.

9.5 Operating Reports / U.S. Trustee Fees. Prior to the Effective Date, the Debtor shall timely File all reports, including without limitation, monthly operating reports required by the Bankruptcy Court, Bankruptcy Code, Bankruptcy Rules or the Office of the United States Trustee. On and after the Effective Date, the Wind-Down Administrator shall cause the Post-Effective Date Debtor to timely File all reports, including without limitation, quarterly operating reports as required by the Bankruptcy Court, Bankruptcy Code, Bankruptcy Rules or the Office of the United States Trustee until entry of an order closing or converting the Chapter 11 Case. For the avoidance of doubt, any associated U.S. Trustee Fees shall be paid by the Debtor or Post-Effective Date Debtor, as applicable, in accordance with Section 6.2 hereof, 28 U.S.C. § 1930(a)(6) and other applicable law.

9.6 Post-Effective Date Professional Fees and Expenses. Professionals that perform post-Effective Date services for the Post-Effective Date Debtor shall provide monthly invoices to the Post-Effective Date Debtor describing the services rendered, and the fees and expenses incurred in connection therewith. Post-Effective Date professionals of the Post-Effective Date Debtor who timely tender such invoices shall be paid by the Post-Effective Date Debtor for such services, subject to Article X herein, not less than ten (10) days after the submission to the Wind-Down Administrator by such professionals of said monthly invoices, unless, within such ten (10) day period, a written objection to such payment is made by the Post-Effective Date Debtor. To the extent a written objection to such professional's monthly invoice cannot be resolved by the professional and the Post-Effective Date Debtor, payment of such invoice shall be made only upon Final Order of the Bankruptcy Court.

9.7 Disposition of Books and Records. After the Effective Date, the Debtor shall transfer all of the Debtor's books and records in its possession, if any, relating to the conduct of the Debtor's business prior to the Effective Date to the Wind-Down Administrator on behalf of the Post-Effective Date Debtor. From and after the Effective Date, the Wind-Down Administrator shall continue to preserve and maintain all documents and electronic data transferred to the Wind-Down Administrator by the Debtor and the Wind-Down Administrator shall not destroy or otherwise abandon any such documents and records (in electronic or paper format) absent further order of the Court after a hearing upon thirty (30) days' notice to parties-in-interest.

9.8 Corporate Action. On the Effective Date, all matters expressly provided for under this Plan that would otherwise require approval of the shareholders or directors of the Debtor, including but not limited to, the dissolution or merger of the Debtor, shall be deemed to have occurred and shall be in effect upon the Effective Date pursuant to the applicable provisions of the Delaware Limited Liability Company Act, without any requirement of action by the members, directors, officers or other managing agents of the Debtor.

ARTICLE X

PROVISIONS GOVERNING RESERVES AND DISTRIBUTIONS

10.1 Establishment of Reserves.

(a) On the Effective Date and prior to making any Distributions, the Wind-Down Administrator on behalf of the Post-Effective Date Debtor shall establish the Disputed

Administrative Claim, Priority Tax Claim, Priority Non-Tax Claims and Other Secured Claims Reserves and shall transfer thereto the amount of Cash from the Retained Cash as deemed necessary by the Wind-Down Administrator to fund the Disputed Administrative Claim, Priority Tax Claim, Priority Non-Tax Claims and Other Secured Claims Reserves in accordance with the provisions of the Plan.

(b) On the Effective Date and prior to making any Distributions from the General Unsecured Claim Distribution Fund, the Wind-Down Administrator shall establish the Disputed General Unsecured Claim Reserve and shall transfer thereto the amount of Cash from the General Unsecured Claim Distribution Fund as deemed necessary by the Wind-Down Administrator to provide Pro Rata Distributions to Holders of Allowed General Unsecured Claims if the Disputed General Unsecured Claims become Allowed in accordance with the provisions of the Plan.

(c) On the Effective Date and prior to making any Distributions, the Wind-Down Administrator shall establish the Wind-Down Expense Reserve, and shall transfer thereto the amount of Cash as deemed necessary to fund the expenses of the Wind-Down Expense Reserve in accordance with the provisions of the Plan.

10.2 Funding of Certain Reserves. With respect to the Disputed Administrative Claim, Priority Tax Claim, Priority Non-Tax Claims and Other Secured Claims Reserves, the amount of Cash deposited into such reserve shall be equal to the amount of Cash that Holders of Disputed Claims in each reserve would be entitled under this Plan if such Disputed Claims were Allowed Claims in the amount of such Disputed Claim or such lesser amount as authorized in Section 11.2 of this Plan. With respect to the Wind-Down Expense Reserve, the amount of Cash deposited into such reserve shall be equal to the Wind-Down Expenses.

10.3 Disbursing Agent. The Wind-Down Administrator on behalf of the Post-Effective Date Debtor may employ or contract with other Persons or Entities to assist in or make the Distributions required by this Plan.

10.4 Distributions by Post-Effective Date Debtor. The Wind-Down Administrator shall cause the Post-Effective Date Debtor to make periodic and final Distributions as provided in this Article X, except that the Wind-Down Administrator shall cause the Post-Effective Date Debtor to reserve such amounts as are necessary to maintain the Reserves in accordance with the terms of this Plan. The Wind-Down Administrator may withhold from amounts distributable to any Person any and all amounts, determined in the Wind-Down Administrator's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

10.5 EIN/TIN Information Predicates to Distributions. The Wind-Down Administrator shall cause the Post-Effective Date Debtor to require any Holder of an Allowed Claim or other distributee to furnish to the Post-Effective Date Debtor in writing an Employer Identification Number or Taxpayer Identification Number as assigned by the IRS and the Post-Effective Date Debtor may condition any Distribution to any Holder of an Allowed Claim or other distributee upon receipt of such identification number. If the Employer Identification Number or Taxpayer Identification Number are not provided by the required deadline established

by the Wind-Down Administrator, which shall be no less than 30 days after the date that the Wind-Down Administrator makes such request, then at the request of the Wind-Down Administrator on behalf of the Post-Effective Date Debtor, the Bankruptcy Court shall enter an order that the Claim(s) of any such Holder may be Disallowed and expunged and no Distribution will be issued by the Post-Effective Date Debtor to such Holder or distributee. Additionally, for the avoidance of doubt, absent further order of the Bankruptcy Court, neither the Wind-Down Administrator nor the Post-Effective Date Debtor shall have any obligation to issue any Distributions to any Holder of a Claim that has failed to timely provide the tax information required by this Section 10.5, whether or not the Bankruptcy Court has Disallowed or expunged such Holder's Claims.

10.6 Waterfall. In accordance with the terms of this Plan, after establishing and funding the Reserves in accordance with the Article X of this Plan, the Wind-Down Administrator shall cause the Plan Funding Amount to be distributed to Holders of Allowed Claims as follows (to the extent that such Claims have not been paid on or prior to the Effective Date):

- (a) second, to satisfy all Allowed Administrative Claims;
- (b) third, to satisfy all Allowed Other Secured Claims and Allowed Priority Tax Claims;
- (c) fourth, to satisfy the Allowed Priority Non-Tax Claims; and
- (d) fifth, to fund the General Unsecured Claims Distribution Fund.

For the avoidance of doubt, the Pre-petition Senior Claims Distribution Amount will be distributed on the Effective Date to the Agent for the benefit of the Pre-Petition Senior Loan Parties to satisfy the Allowed Pre-petition Senior Secured Claims in full.

10.7 Timing of Distributions.

(a) Subject to the waterfall set forth in Section 10.6, the Post-Effective Date Debtor shall pay each Allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Priority Non-Tax Claim, Allowed Other Secured Claim, and make Pro Rata Distributions to Allowed Class 4 Claims as soon as is reasonably practicable after the Effective Date of this Plan or on the later of:

- (1) the date on which such Claim becomes an Allowed Claim by Final Order,
- (2) the date on which, in the ordinary course of business, such Allowed Claim becomes due, or
- (3) such other date as may be agreed upon by the Debtor or the Post-Effective Date Debtor, as applicable, and the Holder of such Allowed Claim.

(b) Once all Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Priority Non-Tax Claims, and Disputed Other Secured Claims have been resolved, the Disputed Administrative, Priority Tax, Priority Non-Tax, and Other Secured Claims Reserves shall be dissolved. Once all Wind-Down Expenses have been paid in full in Cash and the Post-Effective Date Debtor has been dissolved, the Wind-Down Expense Reserve shall be dissolved.

10.8 Distributions Upon Allowance of Disputed Claims. The Holder of a Disputed Claim that becomes an Allowed Claim subsequent to the Effective Date shall, subject to Sections 10.6 and 10.7, receive a Distribution, in accordance with Article VII of the Plan, from the applicable Reserve as soon as reasonably practicable following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order or by agreement of the parties. Such Distributions shall be made in accordance with the Plan based upon the Distributions that would have been made to such Holder under the Plan if the Disputed Claim had been an Allowed Claim on or prior to the Effective Date. No Holder of a Disputed Claim shall have any Claim against the applicable Reserve, the Wind-Down Administrator, the Post-Effective Date Debtor with respect to such Claim until such Disputed Claim becomes an Allowed Claim, and no Holder of a Disputed Claim shall have any right to interest, dividends or other Distributions on such Disputed Claim, except as provided in the Plan. **Undeliverable and Unclaimed Distributions.**

(a) **Holding Undeliverable and Unclaimed Distributions.** If the Distribution to any Holder of an Allowed Claim is returned to the Post-Effective Date Debtor as undeliverable or is otherwise unclaimed, no additional Distributions shall be made to such Holder unless and until the Administrator is notified in writing of such Holder's then-current address. Nothing contained in this Plan shall require the Debtor, the Estate, the Post-Effective Date Debtor or the Wind-Down Administrator to attempt to locate any Holder of an Allowed Claim.

(b) **After Distributions Become Deliverable.** The Wind-Down Administrator shall cause the Post-Effective Date Debtor to make all Distributions that have become deliverable or have been claimed on and after the Distribution Date as soon as reasonably practicable after such Distribution has become deliverable or has been claimed.

(c) **Failure to Claim Unclaimed/Undeliverable Distributions.** Notwithstanding Section 10.9(a), any Holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an undeliverable or unclaimed Distribution within ninety (90) days after the Distribution Date shall be deemed to have forfeited its right to such undeliverable or unclaimed Distribution and any subsequent Distribution on account of its Allowed Claim and shall be forever barred and enjoined from asserting any such Claim for an undeliverable or unclaimed Distribution or any subsequent Distribution on account of its Allowed Claim against the Debtor, its Estate, the Post-Effective Date Debtor or its property. In such cases, Unclaimed Distributions shall re-vest in the Post-Effective Date Debtor within the time periods provided in this Article X of the Plan, free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary.

10.10 Interest on Claims. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not

accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

10.11 No Distribution in Excess of Allowed Amount of Claim. Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim will receive, in respect of such Claim, Distributions under this Plan in excess of the Allowed amount of such Claim.

10.12 Means of Cash Payment. Cash payments made pursuant to this Plan shall be in U.S. funds, by the means, including by check or wire transfer, determined by the Wind-Down Administrator or other Disbursing Agent.

10.13 Delivery of Distribution. Except as otherwise set forth in this Plan, Distributions to Holders of Allowed Claims shall be made (a) at the addresses set forth on the proofs of Claim Filed by such Holders (or at the last known addresses of such Holders if no proof of Claim is Filed or if the Disbursing Agent has been notified of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent, or (c) if no proof of Claim has been Filed and the Disbursing Agent has not received a written notice of a change of address, at the addresses reflected in the Schedules, if any.

10.14 Record Date for Distributions. The Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute only to those Holders of Allowed Claims that are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. The Disbursing Agent shall instead be entitled to recognize and deal for all purposes under this Plan with only those record Holders stated on the official claims register as of the close of business on the Distribution Record Date.

10.15 No Distributions Pending Allowance. Notwithstanding any other provision of this Plan, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all Objections to such Disputed Claim have been settled or withdrawn by agreement of the parties or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim; *provided however*, that the Post-Effective Date Debtor, the Wind-Down Administrator in his, her or its sole discretion, may cause the Post-Effective Date Debtor to pay any undisputed portion of a Disputed Claim.

10.16 Withholding and Reporting Requirements. In connection with this Plan and all Distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be reasonably necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of this Plan, each Holder of an Allowed Claim that is to receive a Distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding and other tax obligations, on account of such Distribution.

10.17 Setoffs. The Debtor or the Post-Effective Date Debtor, as applicable, may, but shall not be required to, setoff against any Claim or Interest and the payment or other Distribution to be made pursuant to this Plan in respect of such Claim, claims and Causes of Action of any nature whatsoever that a Debtor may have against the Holder of such Claim; provided, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Post-Effective Date Debtor of any such claim or Cause of Action that the Post-Effective Date Debtor may have against such Holder, unless otherwise agreed to in writing by such Holder and the Debtor or the Post-Effective Date Debtor, as applicable.

10.18 De Minimis Distributions. Notwithstanding any provision in this Plan to the contrary, no payment of less than fifty dollars (\$50.00) shall be made on account of any Allowed Claim. Any Distribution not made pursuant to this Section 10.18 shall be treated as an Unclaimed Distribution and is subject to Section 10.9 hereof, without regard to any time limits in Section 10.9(c).

10.19 Extensions of Time. The Wind-Down Administrator may cause the Post-Effective Date Debtor to File a motion to extend any deadlines for the making of Distributions or the establishment of Reserves hereunder prior to the occurrence of any such deadlines, to the extent necessary, which deadlines shall be deemed automatically extended after the Filing of such motion, and pending the entry of an order by the Bankruptcy Court extending any such deadline.

10.20 Residual Assets. After final Distributions have been made in accordance with the terms of the Plan and all Wind-Down Expenses have been paid or fully reserved for in the sole discretion of the Wind-Down Administrator, if the unrestricted Cash remaining with the Post-Effective Date Debtor is \$10,000 or greater, the Wind-Down Administrator shall cause the Post-Effective Date Debtor to remit such Cash to the Agent. If, however, the Cash remaining with the Wind-Down Debtor is less than \$10,000, the Wind-Down Administrator may cause the remaining Cash to be donated to an unaffiliated charity of the Wind-Down Administrator's choice.

ARTICLE XI

PROVISIONS FOR CLAIMS OBJECTIONS AND ESTIMATION OF CLAIMS

11.1 Claims Objection Deadline; Prosecution of Claims Objections. Except as otherwise provided for in this Plan, as soon as reasonably practicable after the Effective Date, but in no event later than the Claims Objection Deadline (unless extended, after notice to those Creditors who requested notice in accordance with Bankruptcy Rule 2002, by an Order of the Bankruptcy Court), the Post-Effective Date Debtor may File Objections to Claims and serve such Objections upon the Holders of each of the Claims to which Objections are made. The Wind-Down Administrator on behalf of the Post-Effective Date Debtor shall be authorized to resolve all Disputed Claims by withdrawing or settling such Objections thereto, or by litigating to judgment in the Bankruptcy Court, or such other court having competent jurisdiction, the validity, nature, and/or amount thereof. If the Wind-Down Administrator, on behalf of the Post-Effective Date Debtor, agrees with the Holder of a Disputed Claim to compromise, settle, and/or resolve a Disputed Claim by granting such Holder an Allowed Claim, then the Post-Effective

Date Debtor may compromise, settle, and/or resolve such Disputed Claim without Bankruptcy Court approval.

11.2 Estimation of Claims. For any purposes in this Chapter 11 Case, including effectuating Distributions to Holders of Allowed Claims in accordance with the Plan, the Post-Effective Date Debtor may, at any time and regardless of whether an Objection to a Disputed Claim has been brought, request that the Bankruptcy Court estimate, set, fix or liquidate the amount of such Disputed Claims pursuant to section 502(c) of the Bankruptcy Code. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation or a hearing concerning any Objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such Objection. Subject to the provisions of section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any Contingent or unliquidated Claim, the amount so estimated shall constitute the maximum allowed amount of such Claim for purposes of Distribution under this Plan and establishment of any necessary Reserve. In lieu of estimating, fixing or liquidating the amount of any Disputed Claims, the Bankruptcy Court may determine the amount to be reserved for such Disputed Claims (singularly or in the aggregate), or such amount may be fixed by an agreement in writing by and between the Post-Effective Date Debtor and the Holder of such Disputed Claims. If the estimated amount constitutes the maximum allowed amount of such Claim, the Debtor or the Post-Effective Date Debtor, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned Objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

ARTICLE XII

EXECUTORY CONTRACTS AND LEASES

12.1 Executory Contracts and Unexpired Leases Deemed Rejected. On the Effective Date, all of the Debtor's Executory Contracts will be deemed rejected as of the Effective Date in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except with respect to any Executory Contract that: (a) the Debtor previously assumed, assumed and assigned or rejected, or (b) for which, prior to the Effective Date, the Debtor, has Filed a motion to assume, assume and assign, or reject on which the Bankruptcy Court has not ruled. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all rejections of Executory Contracts and unexpired leases pursuant to this Article and sections 365(a) and 1123 of the Bankruptcy Code.

12.2 Bar Date For Rejection Damages. If the rejection by the Debtor of an Executory Contract or an unexpired lease pursuant to section 12.1 of this Plan results in damages to the other party or parties to such Executory Contract or unexpired lease, a Claim for such damages arising from such rejection shall not be enforceable against the Debtor or their properties or agents, successors, or assigns, unless a proof of Claim is Filed with the Claims Agent so as to actually be received on or before the Rejection Bar Date. For the avoidance of doubt, this Plan shall not serve to extend the deadline to submit any Rejection Claim to the extent that the party asserting such Rejection Claim was subject to a deadline earlier than the Rejection Bar Date.

ARTICLE XIII
CONFIRMATION AND CONSUMMATION OF THE PLAN

13.1 Conditions Precedent to the Effective Date. Each of the following is a condition precedent to the occurrence of the Effective Date:

(a) the Confirmation Order, in a form and substance reasonably acceptable to the Debtor and the Agent, shall have been entered by the Bankruptcy Court;

(b) all documents, instruments, and agreements provided under, or necessary to implement, this Plan shall have been executed and delivered by the applicable parties and shall be in a form and substance reasonably acceptable to the Debtor and the Agent; and

(c) the Pre-petition Senior Claims Distribution Amount must be at least \$13,500,000.

(d) the Effective Date shall have occurred by June 15, 2019.

13.2 Notice of Effective Date. On or before five (5) Business Days after the Effective Date, the Post-Effective Date Debtor shall mail or cause to be mailed to all Holders of Claims a notice that informs such Persons of (a) the entry of the Confirmation Order, (b) the occurrence of the Effective Date, (c) notice of the Final Administrative Claim Bar Date, Professional Fee Bar Date and Rejection Bar Date and (d) such other matters as the Wind-Down Administrator deems appropriate or as may be ordered by the Bankruptcy Court.

13.3 Waiver of Conditions Precedent to the Effective Date. The Debtor, subject to consent of the Agent, which consent shall not be unreasonably withheld, may at any time, without notice or authorization of the Bankruptcy Court, waive in writing any or all of the conditions precedent to the Effective Date set forth in this Article, whereupon the Effective Date shall occur without further action by any Person, *provided, however*, that the condition specified in Section 13.1(a) may not be waived. The Debtor reserves the right to assert that any appeal from the Confirmation Order shall be moot after the Effective Date of this Plan.

13.4 Effect of Non-Occurrence of Effective Date. If each of the conditions specified in this Article have not been satisfied or waived in the manner provided herein within thirty (30) calendar days after the Confirmation Date (or such later date as may be agreed to by the Debtor and the Agent), then: (i) the Confirmation Order shall be vacated and of no further force or effect; (ii) no Distributions under the Plan shall be made; (iii) the Debtor and all Holders of Claims against or Interests in the Debtor shall be restored to the status quo as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred; and (iv) all of the Debtor's obligations with respect to Claims and Interests shall remain unaffected by the Plan and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor, and the Plan shall be deemed withdrawn. Upon such occurrence, the Debtor shall File a written notification with the Bankruptcy Court and serve it upon such parties as the Bankruptcy Court may direct.

ARTICLE XIV
INJUNCTIONS, EXCULPATION AND RELEASES

14.1 Injunction to Protect Estate Assets. From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims or rights giving rise to any equitable relief against the Assets or any Equity Interests in the Debtor arising prior to the Effective Date are permanently enjoined from taking any of the following actions against the Estate, the Released Parties, the Wind-Down Administrator, the Post-Effective Date Debtor, or any of their respective property or Assets) on account of any such Claims or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or proceeding seeking to collect or to recover in any manner against, or assert control or dominion over, the Assets; (b) enforcing, attaching, collecting, or recovering in any manner against the Assets, any judgment, award, decree or order; (c) creating, perfecting, or enforcing any Lien or encumbrance against the Assets; (d) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of the Plan Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtor; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with or with respect to any such Claims or Interests cancelled, extinguished, released, satisfied, resolved or settled pursuant to the Plan or that is otherwise inconsistent with the provisions of the Plan; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of this Plan or the Confirmation Order.

14.2 Term of Injunctions or Stays. Unless otherwise provided in this Plan or the Confirmation Order, all injunctions or stays in the Chapter 11 Case (pursuant to sections 105 or 362 of the Bankruptcy Code or any Order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the later of the Effective Date and the date indicated in the Order providing for such injunction or stay and to the extent consistent with the terms and provisions of this Plan or Confirmation Order, as applicable. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

14.3 Injunction against Interference with Plan. Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests, and other parties in interest, along with their respective Representatives, shall be enjoined from taking any actions to interfere with the implementation or substantial Consummation of this Plan by the Debtor, the Agent, the Wind-Down Administrator, the Post-Effective Date Debtor and/or their respective Representatives, as applicable.

14.4 Exculpation. The Exculpated Parties shall not have or incur any liability for, and each Exculpated Party is hereby released and exculpated from, any Claim, action, proceeding, Cause of Action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, setoff, or right to payment arising or accruing on or after the Petition Date, or the decision to initiate this Chapter 11 Case, whether known, unknown, reduced to judgment, not

reduced to judgment, liquidated, unliquidated, fixed, Contingent, matured, unmatured, Disputed, admitted, secured, or unsecured, with or without priority, and whether asserted or assertable directly or derivatively, in law, equity, or otherwise to one another or to any Claim Holder or Holder of an Interest, or any other party in interest, or any of their respective Representatives, for any act or omission in connection with, relating to, or arising out of the Chapter 11 Case, the Sale, the negotiation, solicitation, Filing, and Confirmation of this Plan and Disclosure Statement, the pursuit of Confirmation of this Plan, the substantial Consummation or Consummation of this Plan, the administration of this Plan, or the property to be liquidated and/or distributed under this Plan, except for each Exculpated Party's own fraud, willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under this Plan. With respect to any Exculpated Party that is not also an Estate fiduciary, such exculpation shall be as provided for by section 1125(e) of the Bankruptcy Code.

14.5 Releases by Debtor

(a) Except as may otherwise be expressly provided in this Plan, as of the Effective Date, on the Confirmation Date and effective as of the Effective Date, to the fullest extent permitted under applicable law, the Released Parties are deemed released by the Debtor and its Estate of and from any and all Claims, interests, obligations, suits, judgments, damages, demands, debts, rights, remedies, causes of action, setoffs and liabilities (other than the rights of the Debtor to enforce this Plan, and the contracts, instruments, releases, and other agreement or documents delivered hereunder, and liabilities arising after the Effective Date in the ordinary course of business), whether liquidated or unliquidated, fixed or Contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act or omission, transaction, event, or other occurrences, whether direct or derivative, taking place on or prior to the Effective Date in connection with, or related to: (i) the Debtor or its operations; (ii) the Center or its operations; (iii) the Chapter 11 Case; (iv) any investment by any Releasing Party in the Debtor or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, Asset, right, or interest in the Debtor; (v) any action or omission with respect to any indebtedness under which the Debtor is or was a borrower or guarantor, or any equity investment in the Debtor; (vi) the subject matter of, or the transactions or events giving rise to, any Claim or Interest in the Chapter 11 Case; and (vii) the negotiation, formulation, preparation, entry into, administration of (including actions take thereunder) or dissemination of (a) the Credit Agreement, any other Pre-Petition Senior Loan Document and any related document (including, without limitation, any letter of credit), (b) the Purchase Agreement and/or any of the other Sale Documents, (c) the DIP Documents, (d) this Plan, (e) the Disclosure Statement, and (f) any other action or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, related to any of the foregoing matters.

(b) Notwithstanding anything to the contrary in the foregoing Section 14.5(a), the releases set forth in Section 14.5(a): (1) shall only be applicable to the maximum extent permitted by law, and (2) shall not be construed as (a) releasing any Released Party

from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (b) releasing any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, (c) releasing any Claim or Cause of Action of the Debtor, its Estate, the Wind-Down Administrator or the Post-Effective Date Debtor against (i) the Purchaser to the extent that any such Claim or Cause of Action survived the closing of the Sale or (ii) any Non-Released Party.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor Release as set forth in this Section 14.5 of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan. The Debtor will request that the Confirmation Order include findings of fact and conclusions of law by the Bankruptcy Court, including that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims and Causes of Action released by the Debtor Release; (3) in the best interests of the Debtor, its Estate and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtor, the Estate, the Win-Down Administrator, or the Post-Effective Date Debtor asserting any claim, Cause of Action or other assertion of liability released pursuant to the Debtor Release.

14.6 Releases by Holders of Claims

(a) To the fullest extent permitted under applicable law, all of the Releasing Parties shall be deemed fully, completely, unconditionally, irrevocably, and forever to release the Released Parties of and from any and all Claims and Causes of Action and any other debts, obligations, rights, suits, damages, actions, setoffs, remedies and liabilities whatsoever, whether accrued or unaccrued, whether known or unknown, foreseen or unforeseen, existing before the Effective Date, as of the Effective Date or arising thereafter, in law, at equity, whether for tort, contract, violations of statutes (including but not limited to the federal or state securities laws), or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to: (i) the Debtor or its operations; (ii) the Center or its operations; (iii) the Chapter 11 Case; (iv) any investment by any Releasing Party in the Debtor or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, Asset, right, or interest in the Debtor; (v) any action or omission of any Releasing Party with respect to any indebtedness under which the Debtor is or was a borrower or guarantor, or any equity investment in the Debtor; (vi) the subject matter of, or the transactions or events giving rise to, any Claim or Interest in the Chapter 11 Case; (vii) the negotiation, formulation, preparation, entry into, administration of (including actions taken thereunder) or dissemination of (a) the Credit Agreement, any other Pre-Petition Senior Loan Document and any related document (including, without limitation, any letter of credit), (b) the Purchase Agreement and/or any of the other Sale Documents, (c) the DIP Documents, (d) this Plan, (e) the Disclosure Statement, and (f) any other action or omission, transaction, agreement, event or other

occurrence taking place on or before the Effective Date, related to any of the foregoing matters.

(b) Notwithstanding anything to the contrary in the foregoing Section 14.6(a), the releases set forth in Section 14.6(a): (1) shall only be applicable to the maximum extent permitted by law; and (2) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release as set forth in this Section 14.6 of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan. The Debtor will request that the Confirmation Order include findings of fact and conclusions of law by the Bankruptcy Court, including that the Third Party Release is: (1) consensual; (2) essential to the Confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the claims and Causes of Action released by the Third-Party Release; (5) in the best interests of the Debtor and its Estate; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

14.7 Waiver of Statutory Limitations on Releases. Each Person providing the releases set forth in Sections 14.5 and 14.6 above expressly acknowledges that although ordinarily a general release may not extend to Claims or causes of action that the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the Released Party. The releases contained in this Combined Plan and Disclosure Statement are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

14.8 Necessity and Approval of Releases and Injunctions. The releases, exculpations, and injunctions set forth in this Article XIV of the Plan are not severable and are appropriately tailored and constitute integral consideration and critical parts of this Plan, and the Released Parties have relied on the efficacy and conclusive effects of such releases and injunctions and on the Bankruptcy Court's retention of jurisdiction to enforce such releases and injunctions when making concessions and exchanging consideration in connection with the Chapter 11 Case and under this Plan. Under sections 1123(a)(5),

1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, as well as Bankruptcy Rule 9019, entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases, exculpations, and injunctions set forth in this Article XIV of the Plan and shall constitute the Bankruptcy Court's finding that such releases, exculpations, and injunctions are: (a) in exchange for the good, valuable, and reasonably equivalent consideration provided by the Released Parties; (b) in the best interests of the Debtor, the Estate, and Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) a bar to all Persons barred as set forth in this Plan asserting any Claims or Causes of Action released under the Plan in favor of the Released Parties.

ARTICLE XV

RETENTION OF JURISDICTION

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

(a) allow, disallow, determine, subordinate, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether Filed before or after the Effective Date and whether or not Contingent, Disputed or unliquidated or for contribution, indemnification or reimbursement), including the compromise, settlement and resolution of any request for payment of any Claims or Interests, the resolution of any Objections to the allowance or priority of Claims or Interests and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any Objection to such Claim or Interest to the extent permitted under applicable law;

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

(c) hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters, including, but not limited to, all Causes of Action, and consider and act upon the compromise and settlement of any Claim or Interest, or Cause of Action;

(d) determine and resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or unexpired lease to which the Debtor is a party or with respect to which the Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising there from;

(e) ensure that all Distributions to Holders of Allowed Claims under this Plan and the performance of the provisions of this Plan are accomplished as provided herein and resolve any issues relating to Distributions to Holders of Allowed Claims pursuant to the provisions of this Plan;

(f) construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with section 1142 of the Bankruptcy Code, as may be necessary for the enforcement, implementation, execution and Consummation of this Plan and all contracts, instruments, releases, other agreements or documents created in connection with this Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of this Plan in accordance with sections 524 and 1141 of the Bankruptcy Code following the occurrence of the Effective Date;

(g) determine and resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation, implementation or enforcement of this Plan (and all exhibits and schedules to this Plan) or the Confirmation Order, including the releases and injunction provisions set forth in and contemplated by this Plan or the Confirmation Order, or any Entity's rights arising under or obligations incurred in connection therewith;

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

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

(j) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

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

(l) determine such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(n) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with this Chapter 11 Case;

(o) determine and resolve controversies related to the Estate, the Debtor or the Post Effective Date Debtor from and after the Effective Date;

- (p) hear and determine any other matter relating to this Plan; and
- (q) enter a final decree closing this Chapter 11 Case.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 Modification of the Plan. The Debtor may alter, amend, or modify this Plan or any exhibits or schedules hereto under section 1127(a) of the Bankruptcy Code at any time prior to or after the Confirmation Date but prior to the substantial Consummation of this Plan, provided, however, that any such alteration, amendment or modification does not materially and adversely affect the treatment of Holders of Claims or Interests under this Plan. Any Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder. **Revocation, Withdrawal, or Non-Confirmation of the Plan.** The Debtor and the Agent reserve the right to revoke or withdraw this Plan prior to the Confirmation Hearing. If this Plan is revoked or withdrawn prior to the Confirmation Hearing, or if the Plan is not confirmed by the Bankruptcy Court, then:

- (a) this Plan shall be null and void in all respects, and
- (b) nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor, Agent or any other Person, or (iii) constitute an admission of any sort by the Debtor, Agent, or any other Person.

16.3 Binding Effect. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code and subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any Holder of a Claim against, or Interest in, the Debtor and such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is Impaired under the Plan and whether or not such Holder has accepted the Plan.

16.4 Subordination Rights. The classification and manner of satisfying all Claims and the respective Distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims in each Class in connection with the contractual, legal and equitable subordination rights relating thereto, whether arising under contract, general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise. All subordination rights that a Holder of a Claim may have with respect to any Distribution to be made under the Plan shall be implemented through the Plan, and all actions by such Holder of a Claim related to the enforcement of such subordination rights shall be enjoined permanently. The provisions of any contractual or structural subordination of Claims shall remain enforceable by the Wind-Down Administrator on behalf of the Post-Effective Date Debtor after the occurrence of the Effective Date. Without limitation hereunder, the Wind-Down Administrator, on behalf of the Post-Effective Date Debtor, may likewise enforce any right of the Debtor or its Estate to equitably or otherwise subordinate Claims under section 510 of the Bankruptcy Code, which rights are deemed transferred to, remain and are preserved by the Post-Effective Date

Debtor, except as otherwise expressly set forth herein or as expressly provided in a Final Order of the Bankruptcy Court in the Chapter 11 Case.

16.5 Severability of Plan Provisions. If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.**Exemption from Section 1146.** Pursuant to section 1146(a) of the Bankruptcy Code, under this Plan, (i) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtor; or (ii) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan, shall not be taxed under any law imposing a stamp tax or similar tax. To the extent that the Debtor or Post-Effective Date Debtor elects to sell any property prior to or after the Confirmation Date, such sales of property will be exempt from any transfer taxes in accordance with section 1146(c) of the Bankruptcy Code. All subsequent issuances, transfers or exchanges of securities, or the making or delivery of any instrument of transfer by the Debtor in the Chapter 11 Case shall be deemed to be or have been done in furtherance of this Plan.

16.7 Filing of Additional Documents. On or before the Effective Date of this Plan, the Debtor may issue, execute, deliver, and File with the Bankruptcy Court or record any agreements and other documents, and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of this Plan.

16.8 Insurance. Confirmation of this Plan and the occurrence of the Effective Date shall have no effect on insurance policies of the Debtor in which the Debtor is or was insured parties. Each insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage on any basis regarding or related to this Chapter 11 Case, this Plan or any provision within this Plan, including the treatment or means of liquidation set out within this Plan for insured Claims.

16.9 Successors and Assigns. The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

16.10 Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws is applicable, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection with this Plan, the construction, implementation and enforcement of this Plan and all rights and obligations

arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles which would apply the law of a jurisdiction other than the State of Delaware or the United States of America.

16.1 Exhibits and Schedules. All exhibits, schedules and other documents annexed hereto, and all other exhibits, schedules and other documents submitted in support hereof (including the Plan Supplement materials), are incorporated into and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and schedules shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. To the extent any exhibit or schedule annexed hereto is inconsistent with this Plan, the contents of this Plan shall control. After the exhibits, schedules and documents are Filed, copies of such exhibits, schedules and documents shall be made available upon written request to the Debtor's counsel at the address set forth in Section 16.3(a) hereof or by downloading such exhibits and documents from the Claims and Balloting Agent's website at at <https://cases-cr.stretto.com/oklahomaprocedure/dsandplan> or the Bankruptcy Court's website at www.deb.uscourts.gov.

16.2 Computation of Time. In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

16.3 Notices. Any notice required or permitted to be provided under this Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

- (a) If to the Debtor:

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

Attn: Gregory W. Werkheiser, Esq.
1201 N. Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347

- (b) If to the Post-Effective Date Debtor or the Wind-Down Administrator:

At the address to be provided for such Persons in the Notice of the Effective Date pursuant to Section 13.2 of the Plan.

- (b) If to the Agent

MAYER BROWN LLP

Attn: Brian Trust, Esq. & Joaquin M. C de Baca, Esq.
1221 Avenue of the Americas
New York, New York 10020

- (c) If to the Office of the United States Trustee:

OFFICE OF THE UNITED STATES TRUSTEE

Attn: Linda Richenderfer, Esq.
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19801

16.4 Reservation of Rights. The Filing of this Combined Disclosure Statement and Plan, any statement or provision contained in this Combined Disclosure Statement and Plan, or the taking of any action by the Debtor with respect to this Plan shall not be, and shall not be deemed to be, an admission or waiver of any rights of the Debtor with respect to the Holders of Claims and Interests.

Dated: April __, 2019

OKLAHOMA PROCURE MANAGEMENT, LLC

/s/ Tom Hsin-Chieh Wang

By: Tom Hsin-Chieh Wang

Title: Vice President and Treasurer

12565429.11

Exhibit A

[Liquidation Analysis]

LIQUIDATION ANALYSIS

The Debtor believe that the Plan satisfies section 1129(a)(7) of the Bankruptcy Code and that each Holder of an Impaired Claim or Interest will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the Debtor liquidated under chapter 7 of the Bankruptcy Code. This liquidation analysis and the conclusions set forth herein represent management's best judgment regarding the results of such a liquidation. This liquidation analysis was prepared for the sole purpose of assisting the Bankruptcy Court and Holders of Impaired Claims or Interests in making this determination and should not be used for any other purpose. Nothing contained in this liquidation analysis is intended as or constitutes a concession or admission for any purpose other than the presentation of a hypothetical chapter 7 liquidation analysis for purposes of meeting the requirements of section 1129(a)(7) of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The liquidation analysis reflects the estimated Cash proceeds, net of liquidation-related costs, that would be realized if the Debtor liquidated under chapter 7 of the Bankruptcy Code commencing immediately. Also reflected is an analysis of estimated cash proceeds available under the Debtor's Plan for purposes of comparison. A number of estimates and assumptions underlie the analysis that, while considered reasonable, are inherently subject to significant uncertainties and contingencies beyond the control of the Debtor, management and their advisors. Independent accountants have not examined or reviewed the liquidation analysis. **THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTOR WAS, IN FACT, TO LIQUIDATE UNDER CHAPTER 7.**

The liquidation analysis assumes that the Debtor's liquidation would commence under the direction of a chapter 7 trustee and would continue for a period of four months. During this time, all of the Debtor's Assets would be sold and the Cash proceeds, net of liquidation related costs, would then be distributed to Creditors in accordance with the priorities established under the Bankruptcy Code.

The liquidation itself would likely trigger certain priority payments that otherwise would not be due in the ordinary course of business. These priority payments would be made in full before any distribution of proceeds to pay Holders of General Unsecured Claims or to make Distributions in respect of Interests. The liquidation may also create a larger number of unsecured Creditors that would subject the chapter 7 estate to additional Claims.

The liquidation analysis contains an estimate of the value of Claims that ultimately will become Allowed Claims based on the Debtor's books and records as of March 29, 2019. The Debtor has not evaluated, nor has the Bankruptcy Court determined, the amount of each such Claim. Accordingly, the final amount of Allowed Claims may differ from the Claim amounts presented in this liquidation analysis. Upon information and belief, the Debtor does not believe that any variance between the estimates contained herein and the final Allowed Claims would have a material effect on the liquidation analysis for purposes of section 1129(a)(7) of the Bankruptcy Code.

The liquidation analysis further assumes that there are no recoveries from the pursuit of any potential preferential payments or fraudulent conveyances, or from any other causes of action, which would be expected to be the same under both a chapter 7 and a chapter 11 scenario.

Oklahoma ProCure Management, LLC
Case No. 18-12622 (MFW)
Chapter 7 Liquidation Analysis

Projected Effective Date: June 1, 2019

Amounts in \$'000

		Chapter 7 Liquidation	Chapter 11 Liquidation	Note
A.	<u>Estimated Proceeds</u>			
	Cash	\$14,278	\$14,278	1
	Total Estimated Proceeds	\$14,278	\$14,278	2
B.	<u>Estimated Pre-petition Senior Loan Facility Claims and Other Secured Claims</u>			
	Estimated Pre-petition Senior Loan Facility Claims	\$126,100	\$126,100	3
	Estimated Other Secured Claims	\$0	\$0	4
	Estimated Total Distributions for Pre-petition Senior Loan Facility Claims and Other Secured Claims	\$14,278	\$13,500	5
	Total Proceeds Available for All Unsecured Claims, Plan Reserves and Post-Effective Date Debtor Administration	\$0	\$778	6,7
C.	<u>Estimated Administrative and Priority Claims</u>			
	Estimated Unpaid Pre-Effective Date Administrative Claims	\$140 - \$187	\$140 - \$187	8
	Estimated Unpaid Priority and Priority Tax Claims	\$1	\$1	
	Ch. 7 Trustee Fees and Expenses	\$428	-	9

	Chapter 7 Liquidation	Chapter 11 Liquidation	Note
Ch. 7 Professional Fees and Expenses	\$240	-	10
Ch. 7 Post-Conversion Miscellaneous Expenses	\$4	-	
Ch. 11 Wind-Down Administrator Compensation and Expenses	-	\$100	11
Ch. 11 Post-Effective Date Debtor Professional Fees and Expenses (Legal Counsel, Claims/Noticing Agent, Tax Preparation)	-	\$240	12
Ch. 11 Post-Effective Date Miscellaneous Expenses	-	\$4	
Ch. 11 U.S. Trustee Fees (28 U.S.C. § 1930(a)(6))	-	\$147	
Estimated Total Distributions for Administrative and Priority Claims	\$0	\$632 – 679	
Total Proceeds Available for General Unsecured Claims	\$0	\$100 - \$147	
<u>D. Claims Pool: Ch. 7 vs. Ch. 11</u>			
General Unsecured Claims	\$113,865 - \$115,145	\$2,043 - \$3,323	13, 14
Estimated Total Distributions for General Unsecured Claims	\$0	\$100 - \$147	
<i>Est. Recovery Perc. (%) Gen. Unsec. Cl.: Ch. 7 vs. Ch. 11</i>	<i>0.0%</i>	<i>3.0% - 7.2%</i>	

Notes for Liquidation Analysis

1. Consists of remaining Cash proceeds of Sale plus other Cash on hand.

2. This Liquidation Analysis assumes that there will not be meaningful recoveries from the prosecution and/or settlement of Causes of Action under either a chapter 11 liquidation pursuant to the Plan or a hypothetical chapter 7 liquidation. Such assumptions are made without prejudice to the ability of the Debtor, the Estate, the Post-Effective Date Debtor or the Wind-Down Administrator, as applicable, to pursue any such Causes of Action.
3. Under the Plan, the Pre-petition Senior Loan Facility Claims are Allowed in the aggregate amount not less than \$126,100,000, which amount is used for the chapter 11 liquidation pursuant to the Plan. Additionally, for illustrative purposes only, the Pre-petition Senior Loan Facility Obligations also are assumed to be in the aggregate amount of \$126,100,000 for the hypothetical chapter 7 liquidation presented in this Liquidation Analysis. The actual amount of the Pre-petition Senior Loan Facility Obligations may be greater in a chapter 7 liquidation scenario.
4. No unsatisfied Other Secured Claims were known to the Debtor's management to exist as of preparation of this Liquidation Analysis. However, because the Governmental Bar Date will not occur until May 14, 2019, at 5:00 p.m. (ET), it is possible that additional Other Secured Claims may be asserted.
5. In a chapter 11 liquidation pursuant to the Plan, this amount equates to the "Pre-petition Senior Claims Distribution Amount" as defined in the Plan.
6. In a chapter 11 liquidation pursuant to the Plan, this amount equates to the "Plan Funding Amount" as defined in the Plan.
7. Paragraph 11(a) of the Final DIP Order provides that notwithstanding the occurrence of the Maturity Date by reason of the closing of the Sale, the Debtor shall be permitted to use \$350,000 of Cash collateral, including Cash collateral that constitutes net proceeds from any such sale or sales after satisfaction in full of all DIP Obligations (such funds, the "Wind-Down Funds"), for the purpose of winding down the Debtor's Estate, including potentially through a liquidating chapter 11 plan. However, based on the Debtor's actual and projected expenditures, no such Wind-Down funds are expected to be still available as of the Effective Date. Accordingly, in the hypothetical chapter 7 liquidation scenario set forth in this Liquidation Analysis, no funds are anticipated to be available for unsecured Claims or administration of a post-conversion chapter 7 estate.
8. This amount consists of remaining budgeted and unpaid Professional fees and expenses and miscellaneous operating and wind-down expenses as of the Effective Date. As of the date of preparation of this Liquidation Analysis, the Debtor had reached a settlement in principle with Radiation Medicine Associates, P.C., that, if finalized, approved by the Bankruptcy Court and consummated, would result in, among other things, the release of an Administrative Claim in the amount of \$43,750. Substantial doubt exists concerning whether this settlement would go forward in a hypothetical chapter 7 liquidation scenario.
9. Chapter 7 trustee fee estimated at 3.0% of total proceeds available for distribution.

10. For illustrative purposes only, the fees and expenses of professionals retained by a hypothetical chapter 7 trustee are assumed to be identical to those budgeted for the Post-Effective Date Debtor under the Plan. However, there is reason to believe that the fees and expenses of professionals retained by a hypothetical chapter 7 trustee would be much higher because such professionals likely would be unfamiliar with the Debtor, the Estate and the Debtor's Creditors. Additionally, it is unknown whether a chapter 7 trustee would direct retained professionals to use any available funds to investigate and pursue potential Causes of Action.
11. Assumes compensation for the Wind-Down Administrator of \$20,000 per month plus expenses of \$5,000 per month for a term of four months.
12. Amount shown is as budgeted by agreement with Agent for legal counsel, claims/noticing agent, tax preparation services and other necessary professional services.
13. Estimated General Unsecured Claims pool is based on liquidated amounts asserted in Filed proofs of Claim and as reported on the Debtor's Schedules of Assets and Liabilities (to the extent not superseded by Filed Proofs of Claim, less any approved payments made by the Debtor subsequent to the Petition Date, and less all contract/lease cure amounts and other liabilities paid or assumed by Purchaser under the Purchase Agreement and Sale Order.
14. In the contemplated chapter 11 liquidation under Plan, Pre-petition Senior Secured Parties will forego any Distribution on account of the Pre-petition Senior Deficiency Claims from the General Unsecured Claim Distribution Fund being made available to Holders of Allowed General Unsecured Claims. In contrast, in a hypothetical chapter 7 liquidation scenario, the Pre-petition Senior Secured Parties would not forego the right to receive distributions on account of their Pre-petition Senior Deficiency Claims from any funds that may ultimately be available to distribute to the Holders of unsecured, nonpriority Claims. Hence, the Claims pool for General Unsecured Claims in a hypothetical chapter 7 liquidation scenario is projected to increase by at least \$111,822,000, which amount is equal to the estimated amount of such Pre-petition Senior Deficiency Claims.