

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

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| In re: | : Chapter 11 |
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| HYGEA HOLDINGS CORP., <i>et al.</i> , | : Case No. 20-10361 (KBO) |
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| Debtors. ¹ | : (Jointly Administered) |
| | : : |
| ----- | : Related to Docket No. 382, 533, 561 and 562 and 575 |
| | : X |

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF HYGEA HOLDINGS CORP. AND ITS AFFILIATED
DEBTORS**

Hygea Holdings Corp. and certain of its affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), having each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) on February 19, 2020 (the “Petition Date”); and the Debtors having proposed the Second Amended Joint Chapter 11 Plan of Reorganization of Hygea Holdings Corp. and its Affiliated Debtors in the form attached hereto as Exhibit A (the “Plan”);² and the Debtors having filed the Plan Supplement [Docket No. 533], as amended

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors’ corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

[Docket No. 561] (the “Plan Supplement”); and the United States Bankruptcy Court for the District of Delaware (the “Court”) having entered an order [Docket No. 404] (the “Solicitation Procedures Order”) on May 5, 2020 approving the First Amended Disclosure Statement With Respect to First Amended Joint Chapter 11 Plan of Reorganization of Hygea Holdings Corp. and its Affiliated Debtors [Docket No. 383-1] (the “Disclosure Statement”) as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code; and the Debtors having filed the Declaration of Stephenie Kjontvedt on Behalf of Epiq Corporate Restructuring, LLC Regarding Voting and Tabulation of Ballots Cast on the First Amended Joint Chapter 11 Plan of Reorganization of Hygea Holdings Corp. and its Affiliated Debtors [Docket No. 553] (the “Voting Declaration”); and the Court having established, in the Solicitation Procedures Order, June 12, 2020 at 10:30 a.m. (as subsequently adjourned to 1:30 p.m.) (Eastern Time) as the date and time of the hearing pursuant to section 1129 of the Bankruptcy Code to consider confirmation of the Plan (the “Confirmation Hearing”); and an affidavit of service having been executed by Epiq Corporate Restructuring, LLC (“Epiq” or the “Claims Agent”) and filed with the Court [Docket No. 534] (the “Affidavit of Service”) with respect to the mailing of the notice of the Confirmation Hearing and the other solicitation materials in respect of the Plan in accordance with the Solicitation Procedures Order; and an affidavit of publication having been filed with the Court [Docket No. 459] (the “Affidavit of Publication”) with respect to the publication of the notice of the Confirmation Hearing in accordance with the Solicitation Procedures Order; and the Court having reviewed the Plan, the Disclosure Statement, the Solicitation Procedures Order, the Voting Certification, the Affidavit of Service, the Affidavit of Publication and all other papers before the Court in connection with the confirmation of the Plan; and the Court having considered the Declaration of Paul B. Rundell in Support of Confirmation

of the Plan [Docket No. 559] (the “Rundell Declaration”), the Declaration of Steven P. Fischhoff in Support of Confirmation of the Plan [Docket No. 560] (the “Fischhoff Declaration”) and the Declaration of Keith Collins M.D. in Support of Confirmation [Docket No. 558] (the “Collins Declaration”); the Debtors’ Memorandum in Support of Confirmation of the Plan [Docket No. 557] (the “Confirmation Memorandum”) and any testimony presented and evidence admitted at the Confirmation Hearing; and the Court having taken judicial notice of the papers and pleadings on file in the Chapter 11 Cases; and the Court finding that (i) notice of the Confirmation Hearing and the opportunity of all parties in interest to object to confirmation of the Plan were adequate and appropriate, in accordance with Rules 2002(b) and 3017(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2002-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) and the Solicitation Procedures Order, as to all parties to be affected by the Plan and the transactions contemplated thereby and (ii) the legal and factual bases for confirmation, including as set forth in the Rundell Declaration, the Fischhoff Declaration, the Collins Declaration, the Confirmation Memorandum and this Confirmation Order, establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, the Court hereby makes the following Findings of Fact, Conclusions of Law and Order:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Confirmation of the Plan is a “core proceeding” pursuant to 28 U.S.C. § 157(b)(2)(L), and the Court has jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code, and to determine whether the Plan should be confirmed and

a Final Order entered with respect thereto. Venue of the Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Eligibility for Relief. The Debtors were at all times during the Chapter 11 Cases and continue to be entities eligible for relief under section 109 of the Bankruptcy Code, and the Debtors are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

C. Burden of Proof. The Debtors have the burden of proving the elements of section 1129(a) of the Bankruptcy Code by a preponderance of the evidence and, as set forth below, the Debtors have met that burden.

D. Judicial Notice. The Court takes judicial notice of the docket in the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including without limitation, all pleadings, notices and other documents filed, all proceedings during the Chapter 11 Cases, and all orders entered during the pendency of the Chapter 11 Cases.

E. Modification of the Plan. The Debtors have made certain non-material modifications to the Plan as set forth in the Notice of Filing of Non-Material Modifications to Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code Proposed by the Debtors [Docket No. 562]. Pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, none of the modifications require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the Holders of Claims in the voting Classes be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The Plan as modified by the modifications shall constitute the Plan submitted to the Court for confirmation.

F. Objections to Confirmation. Any formal or informal objections to confirmation of the Plan that were not resolved by agreement or order of the Court on or prior to

the Confirmation Hearing are overruled, or are otherwise disposed of, as set forth herein and on the record of the Confirmation Hearing.

G. Compromise and Settlement in Connection with the Plan. All of the settlements and compromises pursuant to and in connection with the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

H. Compliance with Bankruptcy Rule 3016. The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Court satisfies Bankruptcy Rule 3016(b).

I. Compliance with Bankruptcy Rule 3017. The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d).

J. Transmittal and Mailing of Materials; Notices. The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018. The Plan was transmitted to all Creditors entitled to vote on the Plan, and sufficient time was prescribed for such Creditors to accept or reject the Plan, thereby satisfying the requirements of Bankruptcy Rule 3018.

K. Receipt and Tabulation of Votes. The procedures used by the Claims Agent to receive and tabulate Ballots of the Holders of Claims in the voting Classes, as set forth in the Voting Declaration, were proper and appropriate and in compliance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and all other applicable rules, laws and regulations. As described in the Voting Declaration which certified both the method and results of the voting, the Plan was accepted by the Impaired Classes entitled to vote. The Debtors, therefore, obtained the requisite acceptance both in number and amount for confirmation of the Plan.

L. Plan Compliance with 11 U.S.C. § 1129. As set forth below and as demonstrated by the record in the Chapter 11 Cases, the Debtors have met their burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code.

M. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As set forth and demonstrated below, the Plan complies with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the orders of the Court with respect to the Plan, thus satisfying the requirements of section 1129(a)(1) of the Bankruptcy Code.

(i) Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). The Plan complies fully with the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Plan's classifications conform to the requirements of the Bankruptcy Code and separately classify Claims based on valid business and legal reasons. The Plan's classification scheme has a rational basis because it is based on the respective legal rights of each Holder of a Claim against or Interest in the Estates and was not proposed to create a consenting Impaired Class and, thereby, manipulate Class voting. Section 3 of the Plan designates the classification of Claims and Interests.

(ii) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). The Plan complies fully with the requirements of section 1123(a)(2) of the Bankruptcy Code. Section 2 of the Plan specifies which Classes of Claims and Interests are not Impaired under the Plan.

(iii) Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). The Plan complies fully with the requirements of section 1123(a)(3) of the Bankruptcy

Code. Section 4 of the Plan specifies the treatment of Classes of Claims and Interests under the Plan, including those which are Impaired.

(iv) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan complies fully with the requirements of section 1123(a)(4) of the Bankruptcy Code. As reflected in the treatment set forth in Section 4 of the Plan, the treatment of each of the Claims and Interests in each particular Class is the same as the treatment of each of the other Claims or Interests in such Class; provided, however, that to the extent any Holder of a Claim received any different treatment than that described by the Plan for its Class on the basis of the standards for compromise and settlement, the Court hereby finds that such different treatment does not need to be made available to other members of the Class.

(v) Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Plan complies fully with the requirements of section 1123(a)(5) of the Bankruptcy Code. The Plan provides adequate means for implementation of the Plan through, among other things, the reorganization of the Debtors and issuance of Reorganized Debtor Equity, the execution of the New Secured Debt Documents including the funding of the Debtors' go-forward business by the Working Capital Loan, and the creation and funding of the Creditors' Trust for the benefit of Holders of General Unsecured Claims.

(vi) Voting Power of Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan provides that the New Organizational Documents shall prohibit the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

(vii) Selection of Officers and Managers (11 U.S.C. § 1123(a)(7)).

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors disclosed in the Plan Supplement the identity and affiliations of those Persons proposed to serve on the New Board or as an officer of Reorganized Debtors, none of whom are insiders. Moreover, the Debtors disclosed in the Plan Supplement the identity of the Person that will serve as the initial Trustee of the Creditors' Trust. The managers and officers of the Reorganized Debtors and the Trustee were selected in a manner consistent with the interests of creditors and with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

(viii) Discretionary Contents of Plan (11 U.S.C. § 1123(b)). The Plan's provisions are appropriate and consistent with the provisions of the Bankruptcy Code.

N. Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)).

The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the orders of the Court with respect to the solicitation of acceptances or rejections of the Plan, thus satisfying the requirements of section 1129(a)(2) of the Bankruptcy Code.

O. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan, including all documents necessary to effectuate the Plan, including but not limited to those contained in the Plan Supplement, in good faith and not by any means forbidden by law, as evidenced by, among other things, the totality of the circumstances surrounding the formulation of the Plan, the record of the Chapter 11 Cases and the recoveries of Holders of

Claims thereunder, thus satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code.

P. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). All payments that have been made or are to be made by the Debtors or the Creditors' Trust under the Plan or by any Person or Entity acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases including administrative expense claims under sections 503 and 507 of the Bankruptcy Code, have been approved by, or will be subject to the approval of, the Court as reasonable, thus satisfying the requirements of section 1129(a)(4) of the Bankruptcy Code.

Q. Managers, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors disclosed in the Plan Supplement the identity and affiliations of those Persons proposed to serve on the New Board or as an officer of Reorganized Debtors. Moreover, the Debtors disclosed in the Plan Supplement the identity of the initial Trustee of the Creditors' Trust. The proposed Trustee and managers and officers for the Reorganized Debtors are qualified, and the appointment to, or continuance in, such offices of such Persons or Entities is consistent with the interests of Holders of Claims against and Interests in the Debtors and with public policy.

R. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Debtors' business does not involve the establishment of rates over which any regulatory commission will have jurisdiction after confirmation of the Plan. Thus, section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

S. Best Interest of Creditors Test (11 U.S.C. § 1129(a)(7)). Section 1129(a)(7) of the Bankruptcy Code requires that each Holder of a Claim or Interest in an

Impaired Class accept the Plan, or receive or retain under the Plan property having a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive on account of such Claim or Interest if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Disclosure Statement and the other evidence proffered or adduced at, or otherwise submitted in connection with, the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence or challenged in any pending objection to confirmation of the Plan and (iii) establish that each Holder of an Impaired Claim or Interest, as the case may be, in such Impaired Classes has either accepted the Plan, or will receive or retain under the Plan property having a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date, thus satisfying the requirements of section 1129(a)(7) of the Bankruptcy Code.

T. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Section 1129(a)(8) of the Bankruptcy Code requires that for each Class of Claims or Interests under the Plan, such Class has either accepted the Plan or is not Impaired under the Plan. Unimpaired Classes 1 and 2 are conclusively presumed to have accepted the Plan without the solicitation of acceptances or rejections pursuant to section 1126(f) of the Bankruptcy Code. Impaired Classes 3 and 4 have voted to accept the Plan. Because Holders of Claims or Interests in Impaired Classes 5 and 6 neither received nor retained any property under the Plan, they are deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code, and the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met, thereby requiring application of section 1129(b) of the Bankruptcy Code. The Plan satisfies section 1129(b) of the Bankruptcy Code with respect to Classes 5 and 6.

U. Treatment of Administrative and Priority Claims (11 U.S.C. § 1129(a)(9)).

The treatment of the Administrative Expense Claims, Accrued Professional Compensation Claims, Priority Tax Claims and Other Priority Claims are set forth in Sections 2 and 4.1 of the Plan, thus satisfying the requirements of section 1129(a)(9) of the Bankruptcy Code.

V. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). As set forth in the Voting Declaration, the Plan has been accepted by Impaired Classes 3 and 4, determined without inclusion of any acceptance of the Plan by any insider, thus satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

W. Feasibility (11 U.S.C. § 1129(a)(11)). The Plan proposed by the Debtors contemplates that the Debtors will be reorganized and, with access to the Working Capital Loan, will have sufficient liquidity to pay and service their debt obligations and to fund their operations through 2023 including the payment of Administrative Expense Claims, Priority Tax Claims, Other Priority Claims and Other Secured Claims as provided for in the Plan. The Creditors' Trust is required to make all payments to Holders of Allowed General Unsecured Claims under the Plan pursuant to the Creditors' Trust Agreement and, upon the Effective Date, Bridging or its designee will fund \$550,000 as a non-recourse loan to the Creditors' Trust. The Disclosure Statement, the Rundell Declaration, the Fischhoff Declaration, the Collins Declaration and the evidence proffered or adduced at, or otherwise submitted in connection with, the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence or challenged in any pending objection to confirmation of the Plan and (iii) establish that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized

Debtors under the Plan, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

X. Payment of Fees (11 U.S.C. § 1129(a)(12)). Pursuant to Article XII.D of the Plan, all fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or as soon as practicable after the Effective Date by the Reorganized Debtors, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

Y. Miscellaneous Provisions (11 U.S.C. §§ 1129(a)(13)-(16)). Sections 1129(a)(13)-(16) are inapplicable as the Debtors (i) do not provide retiree benefits³ (1129(a)(13)), (ii) have no domestic support obligations (1129(a)(14)), (iii) are not individuals (1129(a)(15)), and (iv) are a for-profit business (1129(a)(16)).

Z. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Holders of Claims and Interests in Classes 5 and 6 will receive no Distributions under the Plan and, accordingly, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtors presented uncontroverted evidence that the Plan does not discriminate unfairly and is fair and equitable with respect to the treatment of Claims and Interests in Classes 5 and 6 because, as required by sections 1129(b)(2)(B) and 1129(b)(2)(C) of the Bankruptcy Code, there are no Holders of Claims or Interests junior to the Holders of Claims and Interests in Classes 5 and 6 that will receive or retain under the Plan any property on account of such junior Claims or Interests. Thus, the Plan satisfies section 1129(b) of the Bankruptcy Code and may be confirmed notwithstanding its failure to satisfy section 1129(a)(8) of the

³ As defined in section 1114 of the Bankruptcy Code, “retiree benefits” means payments to any entity or person for the purpose of providing or reimbursing payments for retired employees and their spouses and dependents, for medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the debtor prior to filing a petition commencing a case under the Bankruptcy Code.

Bankruptcy Code. The Plan shall be binding upon the members of Classes 5 and 6 upon confirmation and the occurrence of the Effective Date.

AA. Confirmation of Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan that has been filed in the Chapter 11 Cases which has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

BB. Principal Purpose of the Plan (11 U.S.C. 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, and no party in interest, including but not limited to any Governmental Unit, has requested that the Court deny confirmation on such basis, thus satisfying the requirements of section 1129(d) of the Bankruptcy Code.

CC. Securities Exemption from Registration. The offering, issuance and distribution of any securities pursuant to the Plan, including without limitation issuance of the Reorganized Debtor Equity, are subject to, or made in good faith reliance on, exemptions from section 5 of the Securities Act of 1933 and any state or local laws requiring registration or licensing for issuers, underwriters or brokers, under section 1145 of the Bankruptcy Code, section 4(a)(2) of the Securities Act, or any other applicable exemption under the Securities Act.

DD. Satisfaction of Confirmation Requirements. Based on the foregoing, the Plan satisfies all of the requirements for confirmation set forth in section 1129 of the Bankruptcy Code and should be confirmed.

EE. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based upon the record before the Court in the Chapter 11 Cases, the Debtors, the Claims Agent and each of their respective members, officers, managers, agents, financial advisers, attorneys, employees, equity

holders, partners, affiliates and representatives have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules in connection with all their respective activities relating to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and are entitled to the protections afforded by section 1125 of the Bankruptcy Code.

FF. Likelihood of Satisfaction of Conditions Precedent to Confirmation. All conditions precedent to confirmation set forth in Section 11.2 of the Plan have been satisfied, will be satisfied by entry of this Confirmation Order or have been duly waived.

GG. Retention of Jurisdiction. The Court finds that it may properly retain jurisdiction over the matters set forth in Section 14 of the Plan and section 1142 of the Bankruptcy Code.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. Confirmation of the Plan

1. Approval of the Plan. The Plan, which consists of the Plan as filed on May 1, 2020, as subsequently amended, supplemented or otherwise modified, including all exhibits (including, but not limited to, those exhibits filed in the Plan Supplement), provisions, terms and conditions thereto, is approved and confirmed as having satisfied all of the requirements of chapter 11 of the Bankruptcy Code. The terms of the Plan are incorporated herein by reference and are an integral part of this Confirmation Order.

2. Findings of Fact and Conclusions of Law. The findings of fact and conclusions of law of the Court set forth herein and at the Confirmation Hearing shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, as made applicable

herein by Bankruptcy Rule 9014, and the findings and conclusions of the Court at the Confirmation Hearing are incorporated herein by reference. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and vice versa.

3. Objections. Any formal or informal objection to confirmation, to the extent not already withdrawn, waived or settled, and all reservations of rights included therein, shall be, and hereby are, overruled.

B. Plan Classification and Treatment

4. All Claims and Interests shall be, and hereby are, classified and treated as set forth in the Plan. The Plan's classification scheme shall be, and hereby is, approved.

5. The classifications set forth in connection with voting on the Plan: (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for Distribution purposes; (c) may not be relied upon by any Creditor as representing the actual classification of such Claims under the Plan for Distribution purposes; and (d) shall not bind the Debtors, the Reorganized Debtors or the Trustee.

6. The treatment of Claims and Interests as provided in the Plan is approved.

C. Effects of Confirmation

7. Enforceability of Plan. Pursuant to sections 1123(a), 1141(a) and 1142 of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan shall be, and hereby is, valid, binding and enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Debtors, the Reorganized Debtors and the Creditors' Trust may modify, amend or enter into, as necessary, all documents arising in connection with the Plan, without further order of the Court, in accordance with the provisions of the Plan.

8. Authorization to Implement the Plan. Upon the entry of this Confirmation Order, the Debtors, the Reorganized Debtors and the Trustee, as applicable, and their respective professionals, are authorized to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan and to execute, enter into or otherwise make effective all documents arising in connection therewith, prior to, on and after the Effective Date. All such actions taken or caused to be taken shall be, and hereby are, authorized and approved by the Court such that no further approval, act or action need to be taken under any applicable law, order, rule or regulation, including, without limitation, (a) the incurrence of all obligations contemplated by the Plan and the making of Distributions and (b) the implementation of all settlements and compromises as set forth in or contemplated by the Plan.

9. The Reorganized Debtors and Trustee, as applicable, are authorized to make payments required to be made under the Plan at any time after entry of this Confirmation Order, including payments to Creditors on account of Allowed Administrative Expense Claims, Allowed Professional Compensation Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims and Allowed General Unsecured Claims.

10. Discharge of the Debtors.

(a) Except as provided in the Plan or the Confirmation Order, effective as of the Effective Date, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan shall be in exchange for, and in complete satisfaction, discharge and release of all Claims and termination of all Interests, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of or in exchange for such Claims and Interests.

(b) Except as provided in the Plan or the Confirmation Order, confirmation shall, (a) discharge the Debtors from all Claims and other debts that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a Proof of Claim based on such debt is filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the Holder of a Claim based on such debt has accepted the Plan; and (b) terminate all Interests. Accordingly, (i) any judgment at any time obtained against the Debtors, the Reorganized Debtors or the Creditors' Trust, to the extent that such judgment relates to a discharged Claim or terminated Interest, shall be void; and (ii) all Persons and Entities are permanently enjoined from the commencement or continuation of an action, the employment of process, or any act to collect, recover or offset any discharged Claim or terminated Interest from the Debtors, the Reorganized Debtors or the Creditors' Trust.

(c) Except as provided in the Plan or the Confirmation Order, as of the Confirmation Date, all Persons and Entities shall be precluded from asserting against the Debtors, the Reorganized Debtors, the Creditors' Trust, the Trustee, their successors or their property, any other or further claims, debts, rights, causes of action, liabilities or equity interests based upon any act, omission, transaction or other activity of any nature that occurred prior to the Confirmation Date.

11. Binding Effect. Upon occurrence of the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, whether or not such Holders shall receive or retain any property or interest in property under the Plan, any non-Debtor party to an Executory Contract or Unexpired Lease, any Person or Entity making an appearance in the Chapter 11 Cases and any other party in interest in

the Chapter 11 Cases, and their respective successors and assigns, including, but not limited to, the Reorganized Debtors, the Creditors' Trust and all other parties in interest in the Chapter 11 Cases; provided, however, that any Person or Entity that timely submitted a Ballot and did not opt in such Ballot to grant the third party releases in Section 12.4 of the Plan shall not be bound by such releases. Except as otherwise may be provided in this Confirmation Order, each Plan term and provision, as it may be interpreted in accordance with the Plan, is valid and enforceable in accordance with its terms.

12. Discharges, Releases, Injunctions, Limitations of Liability and Exculpation. All discharges, releases, injunctions, limitations of liability and exculpation provisions in the Plan, including, without limitation, those in Section 12 of the Plan, are fair and equitable and given for valuable consideration and are in the best interests of the Debtors and all parties in interest, and such provisions shall be effective and binding on all persons and entities, to the extent provided therein, and are incorporated in this Confirmation Order as if set forth in full herein and are hereby approved in their entirety.

13. No Successor Liability. Pursuant to section 1141 of the Bankruptcy Code and Section 6.3 of the Plan, the property of the Debtors' estates that vests in the Reorganized Debtors shall vest free and clear of all Claims and Interests, except as specifically provided in the Plan or the Confirmation Order and in connection with the New Secured Debt for which all liens and security interests granted to Bridging or its designee and Centurion, as applicable, will remain in full force and effect. Moreover, pursuant to section 1141(d) of the Bankruptcy Code, the effect of confirmation of the Plan shall be to discharge the Debtors from any debt that arose before the date of confirmation, and any debt of a kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code.

14. Settlements. The settlements contemplated under the Plan (the “Plan Settlements”), and the respective terms thereof as set forth in the Plan, are hereby approved as fair, prudent and reasonable compromises of the controversies and Claims resolved by the Plan Settlements, are binding upon all Persons and Entities affected thereby, and shall be effectuated in accordance with the terms thereof.

15. Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, each of the Executory Contracts and Unexpired Leases to which the Debtors are a party shall be deemed automatically rejected by the Debtors as of the Effective Date, unless such contract or lease (i) previously has been assumed or rejected by the Debtors, (ii) expired or terminated pursuant to its own terms, (iii) was the subject of a motion to assume or reject pending before the Court as of the Confirmation Date, or (iv) is identified in the Plan Supplement as a contract to be assumed or assumed and assigned. This Confirmation Order shall constitute an order of the Court approving (i) the rejections described in Section 10.1 of the Plan and (ii) the assumptions and/or assignment of the Material Contracts listed in the Plan Supplement, in both cases pursuant to section 365 of the Bankruptcy Code, as of the Effective Date.

16. The proposed Cure Amount for a Material Contract that is assumed pursuant to the Plan shall be zero dollars unless otherwise indicated in the Plan Supplement. Cure obligations, if any, shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount in Cash on the Effective Date or on such other terms as the parties to such Material Contract may otherwise agree. In the event of a dispute regarding (a) the amount of any Cure Amount, (b) the ability of the Reorganized Debtors to provide “adequate

assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Material Contract to be assumed or (c) any other matter pertaining to assumption, any Cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption; provided, however, that following the resolution of any such dispute, the Debtors or Reorganized Debtors, as applicable, shall have the right to reject such Material Contract.

17. Humana, Inc. and its affiliates (collectively, “Humana”) are party to one or more provider agreements or other executory contracts with the Debtors (the “Humana Agreements”) and in addition to any Cure Amounts set forth in the Plan Supplement (which is \$0), the Cure Amounts shall include any and all unpaid obligations due under the Humana Agreements in the ordinary course of business and Humana’s set-off or recoupments rights under the Humana Agreements.

18. If the rejection of an Executory Contract or Unexpired Lease pursuant to Section 10 of the Plan gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred unless a Proof of Claim is Filed with the Claims Agent and served on the Creditors’ Trust (and counsel, if known) within thirty (30) days after service of notice of entry of the Confirmation Order. For the avoidance of doubt, Claims arising from the rejection of an Executory Contract or Unexpired Lease are forever barred and shall not be enforceable against the Reorganized Debtors, and shall be payable solely from the Creditors’ Trust subject to the priority scheme set forth in the Bankruptcy Code.

D. Implementation of the Plan

19. Continued Corporate Existence. The Debtors (other than the Dissolved Debtors) shall continue to exist after the Effective Date as the Reorganized Debtors in accordance with the New Organizational Documents. Notwithstanding the Plan and Plan

Supplement, Palm Medical Group, Inc. shall not be deemed a Dissolved Debtor and shall continue to exist after the Effective Date.

20. Cancellation of Existing Securities and Agreements. Except as otherwise provided in the Plan, and in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date, all agreements, instruments, Equity Securities and other documents evidencing any prepetition Claim against or Equity Interest in any of the Debtors and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Equity Securities and other documentation will have no rights arising from or related to such instruments, Equity Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan and the obligations of the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged.

21. New Secured Debt. The Reorganized Debtors are hereby authorized to enter into, and take such actions as necessary or desirable to perform under, the New Secured Debt and all other documents or agreements related thereto, and all transactions contemplated thereby. The New Secured Debt shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding and enforceable in accordance with its terms. On the Effective Date, the New Secured Debt shall be secured by a first priority lien on substantially all of the assets of the Reorganized Debtors with the priorities set forth in such documents, intercreditor agreements (if any) and other documents related thereto. The obligations, guarantees, mortgages, pledges, Liens and security interests granted pursuant to or in connection with the New Secured Debt are granted in good faith, for good and valuable consideration and for a legitimate business purpose as an inducement to Bridging to extend credit thereunder and

shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer under the Bankruptcy Code or any applicable non-bankruptcy law and shall not otherwise be subject to avoidance, equitable subordination or recharacterization and shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms.

22. Dissolved Debtors. On the Effective Date, the Dissolved Debtors shall be deemed dissolved without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity.

23. Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, and except as otherwise provided in the Plan, the Causes of Action will be preserved and retained, and upon the Effective Date the Creditors' Trust Causes of Action shall be vested in and continue after the Effective Date as Creditors' Trust Assets, free and clear of all Claims, Interests, liens and encumbrances; provided, however, the Creditors' Trust Causes of Action shall not include those Causes of Actions (i) released under the Plan; (ii) identified by Bridging as part of the Plan Supplement related to the operations of the Reorganized Debtors; or (iii) relating to Bridging's Liens under the Prepetition Loan Documents or the DIP Credit Agreement. The Creditors' Trust, as a representative of the Debtors' Estates and pursuant to the Plan and Creditors' Trust Agreement, shall retain and may (but is not required to) enforce all rights to commence and pursue, as appropriate, the Creditors' Trust Causes of Action, and the Creditors' Trust's rights to commence, prosecute or settle such Creditors' Trust Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Creditors' Trust is

authorized to (but is not required to) pursue such Creditors' Trust Causes of Action in accordance with the best interests of the Creditors' Trust beneficiaries.

24. The Creditors' Trust, in its sole and absolute discretion, shall determine whether to bring, settle, release, compromise or enforce the Creditors' Trust Causes of Action and shall not be required to seek further approval of the Court for such action. The Reorganized Debtors shall have standing to bring those Causes of Action not otherwise assigned to the Creditors' Trust.

25. The definition of "Creditors' Trust Causes of Action" in the Plan shall be amended to read as follows:

"Creditors' Trust Causes of Action" means (i) Avoidance Actions; (ii) commercial tort claims as defined in Article 9 of the UCC, including, for the avoidance of doubt, direct or derivative claims or causes of action which may be asserted by or on behalf of the Debtors and/or the Estates against any and all current and former officers, directors, shareholders, members, managers, employees, affiliates or insiders of the Debtors, including but not limited to for breach of fiduciary duty or aiding and abetting breach of fiduciary duty, or under and pursuant to any D&O or fiduciary insurance policies (including for bad faith) maintained by the Debtors; (iii) the non-exclusive right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under section 505 of the Bankruptcy Code; and (iv) all other rights, claims or causes of action not transferred to the DIP Secured Parties pursuant to the Plan which may be asserted by or on behalf of the Debtors and/or the Estates; *provided, however,* the Creditors' Trust Causes of Action shall not include (i) those Causes of Actions (a) released under this Plan; (b) identified by Bridging as part of the Plan Supplement related to the operations of the Reorganized Debtors; or (c) related to Bridging's Liens under the Prepetition Loan Documents or the DIP Credit Agreement, or (ii) any direct claims which have been or may be asserted by third parties.

26. No Further Action. Each of the matters provided for under the Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided in the Plan, and shall be authorized and approved in all respects without any

requirement of further action by any Person or Entity, including but not limited to, Holders of Claims or Interests against or in the Debtors, or managers or officers of the Debtors.

27. United States Trustee Fees. All fees incurred through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or as soon as practicable after the Effective Date by the Reorganized Debtors. The Creditors' Trust shall be liable for payment of any such fees incurred after the Effective Date until entry of a final decree closing the Chapter 11 Cases.

28. Section 1146(a) Waiver. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment, and all state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation instruments or other documents without the payment of any such tax or governmental assessment.

29. Applicability of Section 1145 of the Bankruptcy Code. Under section 1145 of the Bankruptcy Code, the issuance of the Reorganized Debtor Equity shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities.

30. Authorization in Furtherance of Plan. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby authorized to accept any and all documents, filings and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

E. Creditors' Trust

31. Approval of Creditors' Trust Agreement. The form of the Creditors' Trust Agreement attached as Exhibit H to the Plan Supplement is hereby approved, and the Debtors are

authorized to execute and to take any action necessary or appropriate to implement, effectuate or consummate the Creditors' Trust Agreement. The Creditors' Trust Assets shall be conveyed directly to the Creditors' Trust on or as soon as reasonably practicable after the Effective Date and shall vest in the Creditors' Trust free and clear of any and all liens, claims and encumbrances. The appointment of Advisory Trust Group, LLC as Trustee is hereby approved. All fees and costs of the Trustee and professionals retained by the Creditors' Trust shall be paid in accordance with the Plan and Creditors' Trust Agreement. For the avoidance of doubt, the Creditors' Trust shall not be responsible for the preparation and filing of any federal and state tax returns or other filings as required by law to be filed on behalf of the Debtors.

32. Creditors' Trust Loan. The Creditors' Trust Loan shall be repaid in accordance with the Plan and Creditors' Trust Agreement.

F. Miscellaneous Provisions

33. Post-Effective Date Notice Pursuant to Bankruptcy Rule 2002. After the Effective Date, to continue to receive notice of documents pursuant to Bankruptcy Rule 2002, all Creditors and other parties in interest (except those listed in the following sentence) must file a renewed notice of appearance requesting receipt of documents pursuant to Bankruptcy Rule 2002. After the Effective Date, parties in interest are authorized to limit the list of parties in interest receiving notice of documents pursuant to Bankruptcy Rule 2002 to the Office of the United States Trustee, the Reorganized Debtors, the Trustee, and those Creditors who have filed such renewed requests; provided, however, that parties in interest also shall serve those parties directly affected by, or having a direct interest in, the particular filing in accordance with Local Rule 2002-1(b). Notice given in accordance with the foregoing procedures shall be deemed adequate pursuant to the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

34. Authorization to Consummate. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Section 11 of the Plan.

35. Notice of Entry of the Confirmation Order and the Occurrence of the Effective Date. The Debtors shall serve notice of the entry of this Confirmation Order and the occurrence of the Effective Date (the “Notice of Effective Date”), substantially in the form attached hereto as Exhibit B, which form is hereby approved, on all Creditors and parties in interest in the Chapter 11 Cases within five (5) business days after the occurrence of the Effective Date. Notwithstanding the foregoing, no service of the Notice of Effective Date shall be required to be made upon any Person or Entity to whom the Debtors mailed a (a) notice of the meeting of Creditors under section 341 of the Bankruptcy Code, (b) notice of the bar date for filing Proofs of Claim or (c) a solicitation package or other solicitation-related notice and received any such notice or materials returned by the United States Postal Service marked “undeliverable as addressed,” “moved – left no forwarding address,” “forwarding order expired” or similar marking or reason, unless the Debtors have been informed in writing by such Person or Entity of that Person’s or Entity’s new address. Service of the Notice of Effective Date described herein in the time and manner set forth herein shall constitute due, adequate and sufficient notice, and no other or further notice shall be necessary.

36. Modification of Plan. After the Confirmation Date and prior to substantial Consummation of the Plan as defined in section 1101(2) of the Bankruptcy Code, the Debtors may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or

the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims under the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Court. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or clarified, if the proposed alteration, amendment, modification or clarification does not materially and adversely change the treatment of the Claim of such Holder.

37. United States. Notwithstanding any provision to the contrary in the Plan, this Confirmation Order or any Plan Documents (collectively, "Documents"): As to the United States, nothing in the Documents shall: (1) discharge, release, enjoin, impair or otherwise preclude (a) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code ("claim"), (b) any claim of the United States arising after the Confirmation Date, or (c) any liability of any entity or person under police or regulatory statutes or regulations to any Governmental Unit as the owner, lessor, lessee or operator of property or rights to property that such entity owns, operates or leases after the Confirmation Date; (2) release, nullify, preclude or enjoin the enforcement of any police or regulatory power; (3) authorize the assumption, transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements, obligations and approvals under non-bankruptcy laws; (4) confer exclusive jurisdiction to the Bankruptcy Court with respect to the federal interests, claims, liabilities and Causes of Action, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); (5) alter the definition of Effective Date with respect to any claim, liability, suit, right or Cause of Action

of the United States; (6) release, exculpate, enjoin, impair or discharge any non-Debtor from any claim, liability, suit, right or Cause of Action of the United States; (7) cause a late filed claim of the United States to be disallowed pursuant to the Plan if it would otherwise be allowed pursuant to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or applicable law; (8) affect any setoff or recoupment rights of the United States allowed pursuant to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or applicable law and such rights are preserved; (9) require the United States to file an administrative claim in order to receive payment for any liability described in Section 503(b)(1)(B) and (C) pursuant to Section 503(b)(1)(D) of the Bankruptcy Code; (10) constitute an approval or consent by the United States without compliance with all applicable legal requirements and approvals under non-bankruptcy law; (11) be construed as a compromise or settlement of any liability, claim, Cause of Action or interest of the United States; or (12) expand or limit the scope of Section 502 of the Bankruptcy Code with respect to the claims of the United States. Liens securing claims of the United States shall be retained until the claim, with interest, is paid in full. Any priority taxes listed in a secured proof of claim and allowed pursuant to the Plan or the Bankruptcy Code shall be paid in accordance with Section 1129(A)(9)(D) of the Bankruptcy Code in equal quarterly installments for a period of five years from the date of petition and shall accrue interest commencing on the Effective Date at the rate and method set forth in 26 U.S.C. Sections 6621 and 6622. Administrative expense claims of the United States allowed pursuant to the Plan or the Bankruptcy Code shall accrue interest and penalties as provided by non-bankruptcy law until paid in full. To the extent the Priority Tax Claims of the United States (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) allowed pursuant to the Bankruptcy Code or the Plan are not paid in full in cash on the Effective Date, then such

Priority Tax Claims shall be paid in equal quarterly installments for a period of five years from the date of petition and shall accrue interest commencing on the Effective Date at the rate and method set forth in 26 U.S.C. Sections 6621 and 6622. Moreover, nothing shall effect a release, injunction or otherwise preclude any claim whatsoever against any Debtor or any of the Debtors' Estates by or on behalf of the United States for any liability arising a) out of pre-petition or post-petition tax periods for which a return has not been filed or b) as a result of a pending audit or audit that may be performed with respect to any pre-petition or post-petition tax period. Further, nothing shall enjoin the United States from amending any claim against any Debtor or any of the Debtors' Estates with respect to any tax liability a) arising out of pre-petition or post-petition tax periods for which a tax return has not been filed or b) from a pending audit or audit that may be performed with respect to any pre-petition or post-petition tax period. Any liability arising a) out of pre-petition or post-petition tax periods for which a return has not been filed or b) as a result of a pending audit or audit which may be performed with respect to any pre-petition or post-petition tax period shall be paid in accordance with 1129(a)(9)(A) and (C) of the Bankruptcy Code. Without limiting the foregoing but for the avoidance of doubt, the Debtors, the Reorganized Debtors and the Trustee, as applicable, shall comply with the provisions of the Internal Revenue Code and nothing contained in the Documents shall be deemed to bind the United States to any characterization of any transaction for tax purposes or to determine the tax liability of any person or entity, including, but not limited to, the Debtors, the Reorganized Debtors and the Trustee, as applicable, nor shall the Documents be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of this Plan, nor shall anything in the Documents be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and

federal tax treatment except as provided under Section 505 of the Bankruptcy Code.

Notwithstanding the foregoing, the Debtors and/or the Reorganized Debtors reserve all rights and defenses with respect to any claims, liability, suit, right or Cause of Action of the United States including, without limitation, any rights of setoff and/or recoupment; *provided, however*, that the Debtors and/or Reorganized Debtors agree to waive any defenses related to the adequacy of preservation (including whether the United States needed to take further action prior to Confirmation) of any right of setoff or recoupment. Nothing contained in the Documents shall be deemed an admission or waiver by the Debtors, the Reorganized Debtors or any successors thereto, including, but not limited to, with respect to any liability to the United States or tax liability to the IRS or any other entity.

38. CMS. Notwithstanding anything in the Disclosure Statement, this Confirmation Order, the Plan, the Plan Supplement, or any documents implementing the Plan (collectively, "Plan Documents"), the Debtors and Reorganized Debtors shall abide by and comply with all Medicare statutes, regulations, rules, procedures, policies, and any Medicare supplier agreements (the "Medicare Program"), and nothing shall enjoin, limit, modify, or in any way affect the United States Secretary (the "Secretary") of Health and Human Services' authority to regulate the participation of First Harbour Medical Centers, LLC, as a Medicare provider or the right, authority or exclusive jurisdiction of the Secretary, the Centers for Medicare & Medicaid Services ("CMS") or its contractors to review, approve, deny, or pay Medicare claims in the ordinary course of business in accordance with the Medicare Program. Notwithstanding anything in the Plan Documents, the Medicare supplier agreement for First Harbour Medical Centers, LLC shall not be sold pursuant to section 363 of the Bankruptcy Code and shall be assumed, pursuant to and in accordance with section 365 of the Bankruptcy

Code, and subject to compliance with all applicable legal requirements under the Medicare Program. For the avoidance of doubt, no Medicare supplier agreement or any rights or claims related thereto shall vest in the Reorganized Debtors “free and clear” of any debts or obligations owed to the United States. Pursuant to the Plan Documents, the only Medicare supplier agreement that shall be assumed, pursuant to and in accordance with section 365 of the Bankruptcy Code, is the Medicare provider agreement for First Harbour Medical Centers, LLC. Notwithstanding anything in the Plan Documents, nothing shall set any cure amount relating to assumption of any Medicare supplier agreement, including without limitation the supplier agreement of First Harbour Medical Centers, LLC. Nothing in the Plan Documents shall discharge, waive, enjoin, impair or limit in any way the United States’ exercise of recoupment or offset rights which are preserved in accordance with applicable law, including without limitation the right to adjust payments under the Medicare Program, and such rights are expressly preserved without the need for the United States to file any proofs of claims or obtain claim allowance from the Bankruptcy Court in order to preserve such rights. The Debtors and/or Reorganized Debtors agree to waive any defenses related to the adequacy of preservation (including whether the United States needed to take further action prior to Confirmation) of any right of setoff or recoupment.

39. CCWB Settlement. Notwithstanding any provision of this Confirmation Order to the contrary, nothing in this Confirmation Order, the Plan or Plan related documents, shall modify, impair, prejudice or interfere with the *Settlement and Release Agreement* [Docket No. 540] (the “CCWB Settlement Agreement”) between the Debtors and Cardiology Consultants of West Broward, P.A., Cypress Real Estate Investments, LLC, Adam A. Bierzynski, Frederick Chaleff, Hilaire L. Fernandes, Joel Jancko, and Pablo A. Urbandt (collectively, the “CCWB

Parties”), including without limitation (i) any releases given by the Debtors, (ii) the preservation of setoff and/or recoupment rights (to the extent provided for in the CCWB Settlement Agreement), and (iii) the preservation of certain rights and obligations under the *Order (I) Authorizing the Debtors to Reject (A) the Management Agreement Between the Debtors and Cardiology Consultants of West Broward, P.A. and (B) the Unexpired Lease of Real Property Between the Debtors and Cypress Real Estate Investments, LLC and (II) Granting Related Relief* [Docket No. 296] (the “Rejection Order”), and the CCWB Settlement Agreement (including, without limitation, the releases contained therein) shall be binding on the Debtors, the Reorganized Debtors, and the Creditors’ Trust (or any similar trust created under the Plan) and any of the foregoing parties’ successors in interest and any Causes of Action released under the CCWB Settlement Agreement shall be deemed released under the Plan and for the avoidance of doubt shall not vest with or be transferred to the Reorganized Debtors or the Creditors’ Trust and will not constitute Creditors’ Trust Assets or Assets of the Reorganized Debtors (the timing of the effective date of the releases under the CCWB Settlement Agreement will not limit the foregoing, and the foregoing will still be binding if the Effective Date ((as defined in the CCWB Settlement Agreement)) occurs after the Effective Date of the Plan). In the event of a conflict between any provision of the CCWB Settlement Agreement and this Order, the Plan or any Plan related documents, the terms of the CCWB Settlement Agreement shall control. Both the Pre-Rejection AR (as defined in the CCWB Settlement Agreement) and any proceeds thereof will remain subject to the prepetition and DIP liens of Bridging Finance Inc., as administrative agent under the prepetition loan documents and DIP credit agreement, to the extent of such liens under applicable law and prior orders of the Court. Notwithstanding any provision of this Confirmation Order to the contrary, nothing in this Confirmation Order, the Plan or Plan related

documents, shall modify, impair, prejudice or interfere with the CCWB Parties' setoff and/or recoupment rights and/or the CCWB Parties' rights and the Debtors' and Reorganized Debtors' rights, claims and defenses with respect to such setoff and/or recoupment rights under the Rejection Order; provided, however, upon the Effective Date (as defined in the CCWB Settlement Agreement), the CCWB Parties' setoff and recoupment rights will be waived to the extent provided for in the CCWB Settlement Agreement. For the avoidance of doubt, before the Effective Date of the CCWB Settlement Agreement, the CCWB Parties may not exercise any setoff and/or recoupment rights without further Order of the Court.

40. The Fahmy Parties. The Debtors, on the one hand, and Amir Fahmy MD, PA, Amir Fahmy, MD, Fahmy Properties, LLC and Shady Salib, MD (collectively the "Fahmy Parties"), on the other hand, are engaged in settlement discussions with respect to, among other issues, the assumption and assignment of certain employment and management agreements between the Debtors and the Fahmy Parties pursuant to the Plan. Any settlement agreement reached between the Debtors and the Fahmy Parties (the "Settlement Agreement") shall be subject to approval by the Court and prior written consent from Bridging. Notwithstanding anything to the contrary in the Plan Supplement and entry of this Confirmation Order, in the event a Settlement Agreement is not reached prior to the Effective Date (unless extended by mutual written agreement of the parties), (i) all Material Contracts with the Fahmy Parties shall be deemed rejected on the Effective Date pursuant to the Plan and neither the Debtors nor the Reorganized Debtors shall owe a Cure Amount (as a result of such Material Contracts being listed in the Plan Supplement) to the Fahmy Parties; and (ii) any and all rights, claims (including rejection claims), liens, interests, objections, defenses, rights of setoff and/or offset, and Causes of Actions of the Debtors, Reorganized Debtors, Fahmy Parties, the Trustee and Bridging are

reserved. In the event a Settlement Agreement is reached prior to the Effective Date, the Order of the Court approving such Settlement Agreement shall govern the assumption or assumption and assignment of the Material Contracts with the Fahmy Parties and such other issues resolved pursuant to the Settlement Agreement.

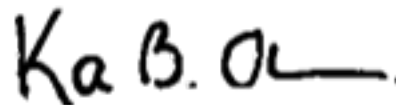
41. Filing of Tax Returns. Notwithstanding the occurrence of the Effective Date, Keith Collins shall remain an authorized representative of the Debtors for the purpose of signing any and all federal and state tax returns and related documents in connection with the period prior to the Effective Date.

42. Retention of Jurisdiction. Notwithstanding the occurrence of the Effective Date, the Court shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction over the matters set forth in Section 14 of the Plan, which provisions are incorporated herein by reference.

43. Construction; Interpretation. The failure to specifically describe or include any particular provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan (including any exhibits thereto and the Plan Supplement) be approved and confirmed in its entirety. Except as expressly provided by this Confirmation Order, each provision of the Plan is valid and enforceable in accordance with its terms and is nonseverable and mutually dependent. In the event of any conflict between the Plan, on the one hand, and any other agreement, instrument or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such

agreement, instrument or document). In the event of any conflict between this Confirmation Order and the Plan or any other agreement, instrument or document intended to implement the provisions of the Plan, the terms of this Confirmation Order shall govern.

Dated: June 15th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A to CONFIRMATION ORDER

Plan of Reorganization

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

----- X
:

In re: : Chapter 11

:

HYGEA HOLDINGS CORP., *et al.*, : Case No. 20-10361 (KBO)

:

Debtors.¹ : (Jointly Administered)

:

----- X

**SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
HYGEA HOLDINGS CORP. AND ITS AFFILIATED DEBTORS**

COLE SCHOTZ, P.C.
J. Kate Stickles (Bar No. 2917)
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 652-3131
kstickles@coleschotz.com

– and –

Michael D. Sirota
Stuart Komrower
Felice R. Yudkin
Jacob S. Frumkin
Michael Trentin
25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000

June 10, 2020

*Counsel for the Debtors and
Debtors-in-Possession*

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors’ corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

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INTRODUCTION

Hygea Holdings Corp. and its affiliates and subsidiaries in the above-captioned Chapter 11 Cases, as debtors and debtors-in-possession, hereby propose this second amended joint plan of reorganization for the resolution of outstanding claims against and equity interests in the Debtors. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in section 1.1 of this Plan.

Reference is made to the Disclosure Statement, filed contemporaneously with the Plan, for a discussion of the Debtors' history, businesses, historical financial information, valuation, liquidation analysis, projections, and operations as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

As discussed in greater detail in the Disclosure Statement, this Plan is the result of extensive, arm's length negotiations among the Debtors, Bridging and the Committee and represents a resolution of all issues among them.

SECTION 1. DEFINITIONS, RULES OF INTERPRETATION, AND CONSTRUCTION

1.1 Defined Terms

For the purpose of the Plan, the following terms set forth in this section 1.1 shall have the respective meanings set forth below.

“Accrued Professional Compensation Claim” means, at any date, a Claim for all accrued fees and reimbursable expenses for services rendered by a Professional in the Chapter 11 Cases through and including such date, to the extent that such fees and expenses have not been previously paid whether under a retention order with respect to such Professional or otherwise. To the extent that there is a Final Order denying some or all of a Professional's fees or expenses, such denied amounts shall no longer be considered an Accrued Professional Compensation Claim.

“Administrative Expense Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases that are Allowed under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) any actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Accrued Professional Compensation Claims and any other compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and through the Effective Date; and (c) all fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code.

“Administrative Expense Claim Bar Date” means the first Business Day that is thirty (30) days after the Effective Date or such other date ordered by the Bankruptcy Court.

“Affiliate” means, with respect to any Entity, an “affiliate” as defined in section 101(2) of the Bankruptcy Code.

“Allowed” means, with reference to any Claim against the Debtors, a Claim (i) as to which no objection or request for estimation has been filed on or before any deadline therefor set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court or this Plan; (ii) as to which any objection has been settled, waived, withdrawn, or denied by a Final Order or in accordance with this Plan; or (iii) that is allowed (a) by a Final Order, (b) by an agreement between the Holder of such Claim and the Debtors, Reorganized Debtors or Trustee, or (c) pursuant to the terms of this Plan; *provided, however*, that, notwithstanding anything herein to the contrary, by treating a Claim as “Allowed” under clause (i) above (the expiration of the applicable deadline), neither the Debtors, the Reorganized Debtors nor the Trustee waive their rights to contest the amount and validity of any disputed, contingent, and/or unliquidated Claim in the time, manner and venue in which such Claim would have been determined, resolved, or adjudicated if the Chapter 11 Cases had not been commenced. An Allowed Claim shall be net of any valid setoff exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Moreover, any portion of a Claim that is satisfied, released, or waived during the Chapter 11 Cases is not an Allowed Claim. Unless otherwise specified in this Plan, in section 506(b) of the Bankruptcy Code or by Final Order of the Bankruptcy Court, Allowed Claims shall not, for purposes of Distributions under this Plan, include interest on such Claim accruing from and after the Petition Date.

“Assets” means all assets of the Debtors of any nature whatsoever, including, without limitation, all property of the Estates pursuant to section 541 of the Bankruptcy Code, Cash (including proceeds from the sale of Assets), Causes of Action, accounts receivable, tax refunds, claims of right, interests and property, real and personal, tangible and intangible, and proceeds from all of the foregoing.

“Avoidance Actions” means any and all avoidance, recovery, subordination, or similar actions or remedies that may be brought by and on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under chapter 5 of the Bankruptcy Code.

“Ballots” means the ballots upon which Holders of Impaired Claims entitled to vote on this Plan have indicated their acceptance or rejection of this Plan in accordance with the instructions regarding voting.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, or any other court having original jurisdiction over the Chapter 11 Cases.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure and the Local Rules, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

“Beneficiaries” means Holders of Allowed General Unsecured Claims and Deficiency Claims against the Debtors’ Estates as beneficiaries of the Creditors’ Trust, as defined in the Creditors’ Trust Agreement.

“Bridging” means, collectively, Bridging Finance and Bridging Income Fund.

“Bridging Finance” means Bridging Finance Inc., as administrative agent to Bridging Income Fund.

“Bridging Income Fund” means Bridging Income Fund LP (formerly known as Sprott Bridging Income Fund LP).

“Bridging’s Deficiency Claim” means the unsecured Deficiency Claim of Bridging arising under or in connection with the Prepetition Loan Documents which shall be allocated (directly and not as a participation) as follows: (i) 90.86% of Bridging’s Deficiency Claim shall be allocated to Bridging or its designee; and (ii) 9.14% of Bridging’s Deficiency Claim shall be allocated to Centurion.

“Bridging’s Secured Claim” means the Secured Claim of Bridging arising under or in connection with the Prepetition Loan Documents which shall be allocated (directly and not as a participation) as follows: (i) 90.86% of Bridging’s Deficiency Claim shall be allocated to Bridging or its designee; and (ii) 9.14% of Bridging’s Deficiency Claim shall be allocated to Centurion

“Budget” shall mean the budget agreed to between the Debtors and the DIP Lender governing the use of cash collateral and funding under the DIP Credit Agreement attached to the DIP Orders.

“Business Day” means any day except a Saturday, Sunday, or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).

“Cash” means cash and cash equivalents denominated in U.S. dollars.

“Causes of Action” means any claim, cause of action, controversy, demand, agreement, right (including to legal or equitable remedies), action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, asserted or which may be asserted by or on behalf of the Debtors and/or the Estates, including: (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 Equity Interests; (c) any Avoidance Action; and (d) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

“Centurion” means Centurion Asset Management Inc., the funds or entities managed or advised by Centurion Asset Management Inc., and 2209021 Ontario Inc. in its capacity as sub-participant of Centurion’s interest in the obligations under the Prepetition Loan Documents.

“Chapter 11 Case(s)” means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court,

and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

“Claim” means a “claim,” as defined in section 101(5) of the Bankruptcy Code, against a Debtor, whether or not asserted, whether or not the facts or legal bases therefor are known or unknown, and specifically including, without express or implied limitation, any rights under sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, any claim of a derivative nature, any potential or unmatured contract claims, and any other contingent claim.

“Claims Agent” means Epiq Corporate Restructuring, LLC, or any successor thereto.

“Class” means a category of Claims or Equity Interests set forth in Section 3 of the Plan.

“Collateral” means any property or interest in property of the Estates subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or other applicable law.

“Committee” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

“Committee Budget” shall have the meaning set forth in section 2.2 hereof.

“Confirmation Date” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court in the Chapter 11 Cases.

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

“Confirmation Order” means the order of the Bankruptcy Court confirming this Plan under section 1129 of the Bankruptcy Code, including all exhibits, appendices, supplements, and related documents.

“Contingent Claim” means any contingent or unliquidated Claim asserted or which may be asserted against the Debtors.

“Creditor” means a Holder of a Claim.

“Creditors’ Trust” means the grantor trust to be created upon the Effective Date for the benefit of the Beneficiaries.

“Creditors’ Trust Agreement” means the agreement, substantially in the form included in the Plan Supplement, governing the operations of the Creditors’ Trust, as it may be subsequently modified from time to time. The Creditors’ Trust Agreement shall be materially consistent with this Plan and acceptable to the Debtors, Bridging and the Committee.

“Creditors’ Trust Assets” means the assets held in the Creditors’ Trust comprised of (i) the Creditors’ Trust Loan; (ii) the Creditors’ Trust Causes of Action, and (iii) all other unencumbered assets of the Debtors’ Estates remaining after all required payments have been made pursuant to the Plan, Confirmation Order, and Creditors’ Trust Agreement, as applicable.

“Creditors’ Trust Causes of Action” means (i) Avoidance Actions; (ii) commercial tort claims as defined in Article 9 of the UCC, including, for the avoidance of doubt, direct or derivative claims or causes of action which may be asserted by or on behalf of the Debtors and/or the Estates against any and all current and former officers, directors, shareholders, members, managers, employees, affiliates or insiders of the Debtors, including but not limited to for breach of fiduciary duty or aiding and abetting breach of fiduciary duty, or under and pursuant to any D&O or fiduciary insurance policies (including for bad faith) maintained by the Debtors; (iii) the non-exclusive right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under section 505 of the Bankruptcy Code; and (iv) all other rights, claims or causes of action not transferred to the DIP Secured Parties pursuant to the Plan which may be asserted by or on behalf of the Debtors and/or the Estates; *provided, however*, the Creditors’ Trust Causes of Action shall not include (i) those Causes of Actions (a) released under this Plan; (b) identified by Bridging as part of the Plan Supplement related to the operations of the Reorganized Debtors; or (c) related to Bridging’s Liens under the Prepetition Loan Documents or the DIP Credit Agreement, or (ii) any direct claims which have been or may be asserted by third parties.

“Creditors’ Trust Distributable Assets” means all distributions to the Creditors’ Trust under the Plan, including the Reorganized Debtors Equity allocable to the Creditors’ Trust, and the Cash available to make Distributions to the Beneficiaries of the Creditors’ Trust at any time that the Trustee deems is appropriate to make such Distributions.

“Creditors’ Trust Loan” shall have the meaning set forth in section 7.2 hereof.

“Creditors’ Trust Monthly Fee Statements” shall have the meaning set forth in section 7.6.

“Creditors’ Trust Oversight Committee” means the three-member oversight committee, chosen by the Trustee, that will oversee the functions and activities of the Trustee in relation to the Creditors’ Trust.

“Creditors’ Trust Professionals” shall have the meaning set forth in section 7.6.

“Cure Amount” has the meaning set forth in section 10.4 hereof.

“D&O Liability Insurance Policies” means any insurance policy, including tail insurance policies, providing coverage for directors, officers, managers and employees maintained by the Debtors’ Estates as of the Effective Date.

“Debtors” means, collectively, All Care Management Services, Inc.; First Harbour Health Management, LLC ; First Harbour Medical Centers, LLC; Florida Group Healthcare LLC; Gemini Healthcare Fund, LLC; Hygea Acquisition Longwood, LLC; Hygea Acquisition Orlando, LLC; Hygea Health Holdings, Inc.; Hygea Holdings Corp.; Hygea IGP of Central Florida, Inc.; Hygea

IGP, LLC; Hygea Medical Centers of Florida, LLC; Hygea Medical Partners, LLC; Hygea of Delaware, LLC; Hygea of Georgia, LLC; Hygea of Pembroke Pines, LLC; Hygea Primum Acquisition, Inc.; Medlife Activity Center, LLC; Mobile Clinic Services, LLC; Palm A.C. MSO, LLC; Palm Allcare Medicaid MSO, Inc.; Palm Allcare MSO, Inc.; Palm Medical Group, Inc.; Palm Medical MSO LLC; Palm Medical Network, LLC; Palm MSO System, Inc.; Palm PGA MSO, Inc.; Physician Management Associates East Coast, LLC; Physician Management Associates SE, LLC; Physicians Group Alliance, LLC; Primum Alternatives, Inc.; Primum Healthcare, LLC; and Professional Health Choice, Inc.

“Debtors-in-Possession” means the Debtors in their capacity as debtors-in-possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

“Debtor Released Claims” has the meaning set forth in section 12.3 hereof.

“Deficiency Claim” means a General Unsecured Claim for the difference between (a) the aggregate amount of an Allowed Claim and (b) the value received on account of the portion of such Allowed Claim that is a Secured Claim.

“DIP Credit Agreement” means that certain Secured Superpriority Debtor-in-Possession Credit Agreement, by and among Hygea Holdings Corp., as borrower, the other guarantors party thereto, and the DIP Lender, as lender, as amended, modified, or supplemented from time to time.

“DIP Lender” means Bridging Income Fund and the other lending parties that may from time to time become parties to the DIP Credit Agreement.

“DIP Loan” means the total unpaid amount under the DIP Credit Agreement as of the Effective Date.

“DIP Orders” means the interim and final order(s) of the Bankruptcy Court authorizing, among other things, the Debtors to enter into, make borrowings and guaranty obligations under the DIP Credit Agreement, and granting certain rights, protections, and liens to and for the benefit of the DIP Lender.

“Disallowed Claim” means any Claim or portion thereof which has been disallowed by a Final Order and includes any Claim which is not an Allowed Claim for any other reason.

“Disclosure Statement” means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to the Plan, as such disclosure statement may be altered, modified, or amended.

“Disputed Claim” means a Claim that has neither been Allowed nor disallowed pursuant to a Final Order of the Bankruptcy Court, and (a) if no Proof of Claim has been filed by the applicable deadline: (i) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (ii) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but as to which the Debtors, Reorganized Debtors, Trustee, or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a Final Order; or (b) if a Proof of Claim or other request for payment has been filed by the applicable deadline: (i) a Claim for which no corresponding

Claim has been or hereafter is listed on the Schedules or Allowed in this Plan; (ii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but the nature or amount of the Claim or as asserted in the Proof of Claim varies from the nature and amount of such Claim as listed on the Schedules to the extent of such positive variance; (iii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (iv) a Claim for which a timely objection or request for estimation is interposed by the Debtors, Reorganized Debtors, Trustee, or any other party in interest which has not been withdrawn or determined by a Final Order.

“Dissolved Debtors” means those Debtors and the wholly-owned subsidiaries of the Debtors identified by Bridging Finance in the Plan Supplement which will be dissolved on the Effective Date.

“Distribution” means Cash, property, interests in property, or other value distributed to Holders of Allowed Claims, or their designated agents, under this Plan.

“Distribution Record Date” means five (5) Business Days prior to the Confirmation Date.

“Effective Date” means the first Business Day selected by the Debtors on which (a) the conditions specified in section 11.2 of this Plan have been satisfied or waived in accordance with the terms of section 11, and (b) no stay of the Confirmation Order is in effect.

“Effective Date Debt Limit” means Seventy-Four Million Five Hundred Thousand Dollars (\$74,500,000.00).

“Entity” is as defined in section 101(15) of the Bankruptcy Code.

“Equity Interest” means any Equity Security in any of the Debtors, including, without limitation, all issued, unissued, authorized or outstanding units and other ownership interests, including limited liability company membership interests, together with (a) any options, warrants or contractual rights to purchase or acquire any such Equity Securities at any time with respect to any Debtors, and all rights arising with respect thereto and (b) the rights of any Entity to purchase or demand the issuance of any of the foregoing and shall include: (i) conversion, exchange, voting, participation, dividend and distribution rights; (ii) liquidation preferences; (iii) options, warrants, and call and put rights; (iv) share-appreciation rights; and (v) all unexercised Equity Interests.

“Equity Security” is as defined in section 101(16) of the Bankruptcy Code.

“Estate(s)” means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

“Exculpated Claim” means any claim or Cause of Action related to any act or omission in connection with, relating to or arising out of the Chapter 11 Cases including, without limitation, to (i) the negotiation, administration or consummation of any cash collateral arrangement or debtor-in-possession financing in the Chapter 11 Cases, (ii) the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or this Plan or any contract, instrument, release, or other agreement or document created or entered into in connection with the

Disclosure Statement or this Plan, (iii) the filing of the Chapter 11 Cases, (iv) the pursuit of confirmation of this Plan, (v) the administration and implementation of this Plan, or (vi) the Distribution of property under this Plan and/or any other related agreement; *provided, however*, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct under applicable non-bankruptcy law. No Cause of Action, obligation or liability expressly preserved by the Plan or the Plan Supplement constitutes an Exculpated Claim. For the avoidance of doubt, Exculpated Claims shall not include any act or omission arising before the Petition Date or after the Effective Date.

“Exculpated Parties” means, collectively, and in each case in their capacity as such: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Committee; and (iv) with respect to each of the foregoing Entities, each of their respective Related Persons that served in such capacity.

“Executory Contract” means all contracts and leases to which any Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Final Order” means an order or judgment of the Bankruptcy Court, or court of competent jurisdiction with respect to the subject matter, as entered on the docket in any Chapter 11 Case or the docket of any court of competent jurisdiction, and as to which the time to appeal, or seek *certiorari* or move for a new trial, reargument, or rehearing has expired and no appeal or petition for *certiorari* or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for *certiorari* that has been or may be timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which *certiorari* was sought or the new trial, reargument, or rehearing shall have been denied, resulted in no stay pending appeal of such order, or has otherwise been dismissed with prejudice; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

“General Unsecured Claim” means a Deficiency Claim and any Claim asserted against the Debtors which is not included within the other specifically defined Classes hereunder.

“Governmental Unit” is as defined in section 101(27) of the Bankruptcy Code.

“Holder” means the legal or beneficial holder of a Claim or Equity Interest.

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

“Insurance Policy” and, collectively, the **“Insurance Policies”** means each of the insurance policies issued to or for the benefit of any Debtor(s) or any of their predecessors-in-interest and any agreements, documents, or instruments related thereto.

“Intercompany Claim” means any Claim against a Debtor held by another Debtor or by a non-Debtor subsidiary of a Debtor.

“Lien” means a “lien” as defined in section 101(37) of the Bankruptcy Code, and, with respect to any property or asset, includes, without limitation, any mortgage, deed of trust, lien,

pledge, charge, security interest or other encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such property or asset.

“Local Rules” means the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court.

“Material Contracts” means each of the contracts designated as such in the Plan Supplement.

“New Board” means the initial board of directors, members, or managers, as applicable, of the Reorganized Debtors whose identities will be disclosed in the Plan Supplement.

“New Equity Documents” means any shareholder agreement, organizational documents, evidence of equity interests (including share certificates or other mutually agreed evidence of equity interests), or other governance documents for the Reorganized Debtors.

“New Organizational Documents” means the New Equity Documents, the form of certificates or articles of incorporation, bylaws, charter or such other applicable formation documents of each of the Reorganized Debtors reasonably satisfactory to the Debtors, the Committee, Centurion and Bridging Finance, as applicable.

“Net Proceeds” means the gross proceeds of the sale of the Reorganized Debtors, net of any fees and expenses related to such sale, including, without limitation, any success fees owed to third parties.

“New Secured Debt” means the obligation of the Reorganized Debtors to Bridging or its designee and Centurion, as applicable, in an amount equal to: (i) the DIP Loan; (ii) the Working Capital Loan; and (iii) the Remaining Secured Debt; *provided, however* that the amount of the New Secured Debt shall not exceed the Effective Date Debt Limit.

“New Secured Debt Documents” means the Credit Agreement governing the New Secured Debt and the related notes, guarantees, and security documents, as the case may be, each in form and substance mutually agreed between the Debtors, Bridging and Centurion, as applicable, which shall be included in the Plan Supplement.

“Other Priority Claim” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Expense Claim.

“Other Secured Claim” means a Secured Claim other than Bridging’s Secured Claim.

“Person” means a “person” as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

“Petition Date” means February 19, 2020.

“Plan” means this plan of reorganization under Chapter 11 of the Bankruptcy Code, including, without limitation, the exhibits, appendices, and schedules hereto to be filed with the Plan Supplement, as such may be altered, amended, or otherwise modified from time to time.

“Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to this Plan, to be filed fourteen (14) days prior to the Confirmation Hearing, as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code and the Bankruptcy Rules.

“Prepetition Loan Documents” means (i) that certain Amended and Restated Credit Agreement, dated as of January 31, 2017, by and among the Debtors, the other subsidiaries of the Debtors that are parties thereto, and Bridging; (ii) that certain Amended and Restated Guaranty and Security Agreement, dated as of January 31, 2017; (iii) and any and all documents, agreements and instruments related to the foregoing.

“Priority Claim” means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than (i) an Administrative Claim or (ii) a Priority Tax Claim.

“Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” shall mean the proportion that the amount of a Claim in a particular Class or Classes bears to the aggregate amount of all Claims in such Class or Classes, unless the Plan otherwise provides.

“Professional Budget Surplus” shall have the meaning set forth in section 2.2 hereof.

“Professionals” means all professionals employed in the Chapter 11 Cases pursuant to sections 327, 363, and 1103 of the Bankruptcy Code.

“Proof of Claim” means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

“Put Amount” shall have the meaning set forth in section 6.6 hereof.

“Put Election” shall have the meaning set forth in section 6.6 hereof.

“Put Election Date” shall have the meaning set forth in section 6.6 hereof.

“Related Persons” means, with respect to any Person, such Person’s predecessors, successors, assigns, and present and former Affiliates (whether by operation of law or otherwise) and each of their respective subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including *ex officio* members and managing members), managers, managed accounts or funds, participants, management companies, fund advisors, advisory board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, and any Person claiming by or through any of them, including such Related Persons’

respective heirs, executors, estates, servants, and nominees; *provided, however*, that no insurer of any Debtors shall constitute a Related Person of any Debtors or Reorganized Debtors.

“Released Party” means (i) the Debtors (excluding current and former officers, directors members, managers, shareholders and employees); (ii) the Reorganized Debtors; (iii) the DIP Lender and its Related Persons; (iv) Bridging and its Related Persons (including Centurion); (v) the Committee and its members; (vi) the Trustee; and (vii) the Creditors’ Trust.

“Remaining Secured Debt” means senior secured debt in the amount of the Effective Date Debt Limit less the amount of the DIP Loan and Working Capital Loan

“Reorganized Debtors” means collectively each of the Debtors, or any successors thereto, by merger, consolidation, or otherwise on or after the Effective Date, including any new entity formed to directly or indirectly acquire the assets or equity of the Debtors. Reorganized Debtors shall not include the Dissolved Debtors.

“Reorganized Debtor Equity” means the Equity Interests in the Reorganized Debtors which may be indirectly issued under the Plan through a newly created holding company as may be set forth in the Plan Supplement.

“Restructuring Transactions” shall have the meaning set forth in section 6.3 hereof.

“Schedules” means, unless otherwise specified, the respective schedules of assets and liabilities, the list of holders of Equity Interests, and the statements of financial affairs filed by the Debtors in accordance with section 521 of the Bankruptcy Code and the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended on or prior to the Confirmation Date.

“Secured Claim” means any Claim of a Creditor that is secured by property of the Debtors’ Estates, to the extent of the value of the Creditor’s interest in the Estates’ interest in such property, as provided in section 506(a) of the Bankruptcy Code. Secured Claim also means a Claim of a Creditor that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff, as provided in section 506(a) of the Bankruptcy Code. To the extent the value of any property securing such Claim is less than the amount of such Claim, the difference between such value and such Claim is a “Deficiency Claim” unless the holder of such Claim validly elects under section 1111(b) of the Bankruptcy Code to have such Claim treated as a Secured Claim to the extent allowed.

“Subordinated Claim” means any Claim subordinated by law or contract including pursuant to section 510(b) of the Bankruptcy Code, which shall include, but not be limited to, any claim filed by Nevada 5, Inc. and N5HYG, LLC in the Chapter 11 Cases.

“Subsequent Distribution Date” means the last Business Day of the month following the end of each calendar quarter after the Effective Date; *provided, however*, that if the Effective Date is within thirty (30) days of the end of a calendar quarter, then the first Subsequent Distribution Date will be the last Business Day of the month following the end of the first (1st) calendar quarter after the calendar quarter in which the Effective Date falls.

“Taxing Authorities” means all federal and state taxing agencies.

“Trustee” means the individual or entity designated and retained as the trustee to the Creditors’ Trust, as of the Effective Date or as soon as reasonably practicable thereafter, as the fiduciary responsible for administering the Creditors’ Trust.

“Unexpired Lease” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means any Class of Claims or Equity Interests that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

“United States Trustee” means the Office of the United States Trustee for the District of Delaware.

“Variance” shall have the meaning set forth in the DIP Orders.

“Voting Record Date” shall have the meaning ascribed to such term in the Disclosure Statement.

“Working Capital Loan” means the amount which shall be loaned by Bridging Income Fund or a Related Person to the Reorganized Debtors to meet their post-Effective Date working capital needs.

1.2 Interpretation, Application of Definitions and Rules of Construction

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, supplemented, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. A term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, any reference in this Plan to an existing document, exhibit or schedule means such document, exhibit or schedule as it may have been amended, restated, revised, supplemented, or otherwise modified. If a time or date is specified for any payments or other Distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Further, where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral. In the event of any ambiguity or conflict between this Plan and the Disclosure Statement, the provisions of this Plan shall govern. Any reference to the “Trustee” shall be deemed to include a reference to the “Creditors’ Trust” and any reference to the “Creditors’ Trust” shall be deemed to include a reference to the “Trustee” unless the context otherwise requires.

1.3 Computation of Time

Unless otherwise specifically stated in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan. If the date on which a transaction may occur under the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein

SECTION 2. ADMINISTRATIVE AND PRIORITY CLAIMS

2.1 Administrative Expense Claims

(a) Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to different treatment with the Debtors or Reorganized Debtors, each Holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to the unpaid amount of such Allowed Administrative Expense Claim on the later of the Effective Date or the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors-in-Possession, or liabilities arising under obligations incurred by the Debtors, as Debtors-in-Possession, prior to the Effective Date, shall be paid by the Debtors in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions, including, but not limited to, the Budget, DIP Orders and all other orders entered by the Bankruptcy Court related to the foregoing. In addition, Allowed Administrative Expense Claims of the United States Trustee for statutory fees under 28 U.S.C. § 1930 incurred prior to the Effective Date shall be paid on the Effective Date by the Debtors, and thereafter, as such fees may thereafter accrue and be due and payable, by the Creditors' Trust in accordance with the applicable schedule for payment of such fees.

(b) **Administrative Expense Claims Bar Date.** To be eligible to receive Distributions under the Plan on account of an Administrative Expense Claim that is not otherwise Allowed by the Plan, a request for payment of an Administrative Expense Claim must have been or be filed with the Bankruptcy Court on or before the Administrative Expense Claims Bar Date. Any Administrative Expense Claim that is not asserted in accordance herewith shall be deemed disallowed under the Plan and shall be forever barred against the Debtors, the Debtors' Estates, the Reorganized Debtors, the Creditors' Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Claim.

2.2 Accrued Professional Compensation Claims

Except as otherwise provided herein, all Professionals seeking payment of Accrued Professional Compensation Claims shall (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred in the Chapter 11 Cases by the date that is thirty (30) days after the Effective Date and (ii) be paid (a) the full unpaid

amount as is Allowed by the Bankruptcy Court within five (5) Business Days after the date that such Claim is Allowed by order of the Bankruptcy Court, or (b) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Accrued Professional Compensation Claim and the Debtors or Reorganized Debtors. Any Accrued Professional Compensation Claim that is not asserted in accordance with this section 2.2 shall be deemed disallowed under this Plan, waived, and shall be forever barred against the Debtors, the Debtors' Estates, the Reorganized Debtors, the Creditors' Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup, or recover such Claim.

Accrued Professional Compensation Claims filed by the Committee's Professionals shall be subject to a cap of One Million Three Hundred and Twenty-Five Thousand Dollars (\$1,325,000.00) (the "**Committee Budget**") as described in the DIP Orders. To the extent the Committee Budget is insufficient to pay the Allowed Accrued Professional Compensation Claims of the Committee's Professionals, such Allowed Claims may be paid from the Creditors' Trust. The Committee Budget shall not be subject to the Variance.

To the extent any excess funds remain under the Debtors' professional fee budgeted amounts and/or the Committee Budget under the DIP Orders (collectively, the "**Professional Budget Surplus**"), such funds shall be deposited into the Creditors' Trust on the Effective Date, or after payment of such Professionals' Accrued Professional Compensation Claims.

The Professional Budget Surplus shall not be used to repay the Creditors' Trust Loan.

2.3 Priority Tax Claims

Except as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter), each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, discharge, and release of, and in exchange for, such Allowed Priority Tax Claim pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Reorganized Debtors, as applicable, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code; *provided, however*, that Priority Tax Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court. Any installment payments to be made under clause (C) or (D) above shall be made in equal quarterly Cash payments beginning on the first applicable Subsequent Distribution Date and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Priority Tax Claim.

SECTION 3. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 Summary

Except as set forth herein, all Claims against and Equity Interests in the Debtors are placed in a particular Class. The Debtors have not classified Administrative Expense Claims, Accrued Professional Compensation Claims, and Priority Tax Claims.

The following table classifies Claims against and Equity Interests in the Debtors for all purposes, including voting, confirmation, and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. Each Class set forth below is treated hereunder as a distinct Class for voting and Distribution purposes.

Subject to all other applicable provisions of this Plan (including its Distribution provisions), classified Claims shall receive the treatment described in section 4 herein. This Plan will not provide any Distributions on account of a Claim to the extent that such Claim has been disallowed, released, withdrawn, waived, or otherwise satisfied or paid as of the Effective Date, including, without limitation, payments by third parties.

The following table designates the Classes of Claims against and Equity Interests in the Debtors and specifies which of those Classes are (i) Impaired or Unimpaired by the Plan, (ii) entitled to vote to accept the Plan in accordance with section 1126 of the Bankruptcy Code, (iii) deemed to reject the Plan, or (iv) deemed to accept the Plan.

| Class | Class | Status | Entitled to Vote |
|-------|--------------------------|------------|-----------------------|
| 1 | Other Priority Claims | Unimpaired | No (Deemed to accept) |
| 2 | Other Secured Claims | Unimpaired | No (Deemed to accept) |
| 3 | Bridging's Secured Claim | Impaired | Yes |
| 4 | General Unsecured Claims | Impaired | Yes |
| 5 | Subordinated Claims | Impaired | No (Deemed to reject) |
| 6 | Equity Interests | Impaired | No (Deemed to reject) |

SECTION 4. TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Other Priority Claims (Class 1)

This Class consists of all Allowed Other Priority Claims against the Debtors that are specified as having priority in section 507(a) of the Bankruptcy Code (excepting claims of Taxing Authorities), if any such Claims exist as of the Effective Date. Except to the extent that a Holder of an Allowed Other Priority Claim against the Debtors has agreed to a different treatment of such Claim, each such Holder shall receive, in full satisfaction of such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date; (ii) the date the Other Priority Claim becomes an Allowed Claim; or (iii) the date for payment provided by any agreement or arrangement between the Reorganized Debtors and the Holder of the Allowed Other Priority Claim against the Debtors.

4.2 Other Secured Claims (Class 2)

This Class consists of all Other Secured Claims against the Debtors. In full satisfaction of an Allowed Other Secured Claim, on the later of the Effective Date and the date on which the Other Secured Claim is Allowed, each Holder of an Allowed Other Secured Claim shall receive, at the sole and exclusive option of the Reorganized Debtors: (a) Cash equal to the amount of such Claim; (b) the Collateral securing such Claim; or (c) satisfaction of such Claim pursuant to such other terms and conditions as may be agreed upon by the Reorganized Debtors and the Holder of such Other Secured Claim

4.3 Bridging's Secured Claim (Class 3)

This Class consists of Bridging's Secured Claim. Bridging's Secured Claim is an Allowed Claim. Upon the terms and subject to the conditions set forth in this Plan, in full and final satisfaction, settlement, release, and discharge of Bridging's Secured Claim, Bridging or such Entity designated by Bridging and Centurion, respectively, shall receive, on the Effective Date or as soon as practicable thereafter, (i) the Debtors' Cash on hand on the Effective Date in excess of Cash necessary to operate the Reorganized Debtors' business, following funding of the Creditors' Trust Loan to be allocated 90.86% to Bridging and 9.14% to Centurion; (ii) the New Secured Debt in accordance with section 6.4 below; and (iii) 86.317% of the Reorganized Debtor Equity shall be issued to Bridging or its designee and 8.683% of the Reorganized Debtor Equity shall be issued to Centurion or its designee.

To the extent the Debtors' Cash on hand as of the Effective Date is not sufficient to make payments under the Plan, fund operations and fund the Creditors' Trust Loan, Bridging will advance the necessary funds to the Reorganized Debtors with such amount to be added to the Working Capital Loan. All distributions made on account of Bridging's Secured Claim shall be paid to Bridging and Centurion, as applicable. Bridging shall have the right to vote Bridging's Secured Claim.

4.4 General Unsecured Claims (Class 4)

This Class consists of all General Unsecured Claims against the Debtors, including Bridging's Deficiency Claim. Except to the extent that a Holder of an Allowed General Unsecured Claim against the Debtors agrees to a different treatment of such Claim, in full and final satisfaction of each Allowed General Unsecured Claim against the Debtors, each Holder of an Allowed General Unsecured Claim against the Debtors will receive its Pro Rata share of Creditors' Trust Distributable Assets as soon as practicable as determined by the Trustee. Bridging shall have the right to vote the Bridging Deficiency Claim but will waive any Distributions to Bridging and its participants on account of Bridging's Deficiency Claim.

4.5 Subordinated Claims (Class 5)

This Class consists of all Subordinated Claims against the Debtors. Holders of Subordinated Claims against the Debtors shall not receive or retain any property under this Plan on account of such Subordinated Claims, and the obligations of the Debtors on account of Subordinated Claims shall be discharged.

4.6 Equity Interests (Class 6)

Holders of an Equity Interest in the Debtors shall not receive or retain any property under this Plan on account of such Equity Interests, and the obligations of the Debtors on account of the Equity Interests shall be discharged.

4.7 Special Provision Governing Unimpaired Claims

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors', Reorganized Debtors' or Trustee's rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

4.8 Discharge of Claims

Except as otherwise provided in the Plan and effective as of the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests will be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their Assets, property, or Estates; (ii) the Plan will bind all Holders of Claims and Equity Interests, notwithstanding whether any such Holders abstained from voting to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Equity Interests will be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto will be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iv) all Entities will be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, each of their successors and assigns, and each of their Assets and properties, any other Claims or Equity Interests based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

4.9 Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Equity Interests and the respective distributions and treatments under the Plan shall take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Under section 510 of the Bankruptcy Code, the Debtors or the Trustee, as applicable, reserve the right to re-classify any Allowed Claim or Allowed Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

4.10 Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

SECTION 5. ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Presumed Acceptance of Plan

Classes 1 and 2 are Unimpaired under the Plan and, therefore, is deemed to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code.

5.2 Presumed Rejection of Plan

Classes 5 and 6 are Impaired and shall receive no distribution under the Plan on account of such Subordinated Claims and Equity Interests and, therefore, are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

5.3 Voting Class

Each Holder of an Allowed Claim as of the Voting Record Date in Classes 3 and 4 will be entitled to vote to accept or reject the Plan.

5.4 Acceptance by Impaired Classes of Claims

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.

5.5 Cramdown

If all applicable requirements for confirmation of this Plan are met as set forth in section 1129(a) of the Bankruptcy Code except subsection (8) thereof, the Debtors may request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code on the bases that this Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is Impaired under, and has not accepted or is deemed to reject, this Plan.

SECTION 6. MEANS FOR IMPLEMENTATION OF THE PLAN

6.1 General Settlement of Claims

To the extent provided for by the Bankruptcy Code and in consideration for the classification, distributions, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan will constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan.

6.2 Corporate Existence

Unless otherwise provided in the Plan Supplement, the Debtors will continue to exist after the Effective Date as separate legal entities, with all of the powers of corporations, limited liability companies, partnerships, associations, or other business entities pursuant to the applicable law in their states of incorporation or organization. As may be set forth in the Plan Supplement, a new holding company may be created to hold the Reorganized Debtor Equity. After the Effective Date, the Reorganized Debtors shall exist with all of the powers pursuant to the New Organizational Documents. The Plan Supplement shall include appropriate corporate organizational documents governing the post-Effective Date governance of the Reorganized Debtors and the rights of the holders of the Reorganized Debtor Equity.

On the Effective Date or as soon thereafter as is reasonably practicable, and without need for any notice to or any vote, consent, authorization, approval, ratification, or other action by any Entity or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any Entity, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate this Plan (the “*Restructuring Transactions*”), including, without limitation: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the filing of appropriate certificates of incorporation, merger, or consolidation with the appropriate governmental authorities under applicable law; and (d) all other actions that the Debtors or the Reorganized Debtors, as applicable, and Bridging determine are necessary or appropriate.

The Confirmation Order shall be deemed to, under both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate

to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

6.3 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or the Confirmation Order, on or after the Effective Date, all property and Assets of the Estates and any property and Assets acquired by the Debtors pursuant to the Plan will vest in the Reorganized Debtors, free and clear of all Liens, Claims, charges or other encumbrances. Except as may be otherwise provided in the Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire or dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors will pay the charges that they incur after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including reasonable fees relating to the preparation of Professional fee applications) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court. For the avoidance of doubt, the Creditors' Trust Assets shall not revest in the Reorganized Debtors and instead the Creditors' Trust Assets shall vest in the Creditors' Trust pursuant to Section 7 of this Plan.

6.4 New Secured Debt

(a) On the Effective Date, the Reorganized Debtors will execute the New Secured Debt Documents which shall govern and evidence the New Secured Debt of the Reorganized Debtors. The New Secured Debt Documents shall be at least as favorable to Bridging and Centurion as lenders as the Prepetition Loan Documents, with additional usual and customary terms for a syndicated loan (including direct ability to obtain information, access to records, regular reporting requirements and consent rights for each of the lenders). The portion of the New Secured Debt attributable to the DIP Loan and Working Capital Loan shall be issued and allocated to Bridging or its designee. The Remaining Secured Debt will be issued to Bridging or its designee and Centurion and allocated (directly and not as a participation) as follows: (i) 90.86% of the Remaining Secured Debt shall be issued to Bridging or its designee; and (ii) 9.14% of the Remaining Secured Debt shall be issued to Centurion or its designee.

(b) Payment of the New Secured Debt shall be secured by a first priority lien on substantially all of the assets of the Reorganized Debtors, subject to customary exceptions to be set forth in the New Secured Debt Documents, with priority granted to Bridging or its designee with respect to the amounts attributable to the DIP Loan and Working Capital Loan. The New Secured Debt shall be divided into two tranches. The first tranche of the New Secured Debt, totaling Forty-Four Million Five Hundred Thousand Dollars (\$44,500,000.00), shall provide for payments-in-kind of interest for the first two years following the Effective Date upon which date the Reorganized Debtors will be required to make payments of principal and interest in accordance with the terms of the New Secured Debt Documents. In the event the Reorganized Debtors achieve certain operational milestones, Bridging and Centurion shall have the right to convert a proportionate share of their equity into an additional Thirty Million Dollars (\$30,000,000.00) of New Secured Debt.

(c) On the Effective Date, the Reorganized Debtors will be authorized to execute and deliver the New Secured Debt Documents, and any related instruments and documents, and will be authorized to execute, deliver, file, record and issue any other notes, guarantees, security agreements, documents (including UCC financing statements, intellectual property security agreements to be filed in the U.S. Patent & Trademark Office and deposit account control agreements with the Debtors' depository banks), amendments to the foregoing, or agreements in connection therewith, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification or other action by any Entity or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any Entity.

6.5 Sources of Cash for Certain Plan Distributions

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Reorganized Debtors to make payments required pursuant to the Plan with respect to Allowed Administrative Expense Claims, Accrued Professional Compensation Claims and Other Priority Claims will be obtained from funding advanced under the DIP Credit Agreement, the Working Capital Loan and/or the Reorganized Debtors' Cash balances, including Cash from operations.

6.6 Issuance of Reorganized Debtor Equity and Related Documentation

On the Effective Date, the Reorganized Debtors will be authorized to and will issue the Reorganized Debtor Equity without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification or other action by any Entity or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any Entity from and after the Effective Date. The Reorganized Debtor Equity shall be deemed issued to and held as follows: (i) 86.317% shall be issued to and held by Bridging or its designee; (ii) 8.683% shall be issued to and held by Centurion; and (iii) 5% shall be issued to and held by the Creditors' Trust (the "**Creditor Committee Equity**"). The Reorganized Debtor Equity shall be governed by the New Equity Documents which shall be in a form acceptable to Bridging, the Committee and Centurion and filed as part of the Plan Supplement.

With respect to the Creditor Committee Equity, the Creditors' Trust shall receive typical minority shareholder protections (e.g., tags, drags, etc.) as more fully described in the New Equity Documents. Further, the Creditor Committee Equity shall be freely assignable by the Creditors' Trust.

The Creditor Committee Equity will entitle the Creditors' Trust to 5% of the Net Proceeds of a sale of the Reorganized Debtors. In the event the Reorganized Debtors are not sold by the fifth anniversary of the Effective Date (the "**Put Election Date**"), the Creditors' Trust shall have the right to put the Creditor Committee Equity to the Reorganized Debtors (the "**Put Election**") at an amount equal to five percent (5%) of the "**Put Amount**." The Put Amount shall be determined as follows: (EBITDA amount as of the Put Election Date multiplied by the applicable EBITDA multiple set forth in the chart below) less the total amount of secured debt as of the Put Election Date plus the total amount of unrestricted cash, cash equivalents and investments on the balance sheet as of the Put Election Date.

| LIVES MANAGED UNDER MANAGEMENT | REORGANIZED DEBTORS' EBITDA MULTIPLE FOR THE 12 MONTHS PRIOR TO EXERCISING THE PUT ELECTION |
|---------------------------------------|--|
| 5,000 to 7,500 | 7 |
| 7,501 to 10,000 | 7.5 |
| 10,001 to 12,500 | 8 |
| 12,501 to 15,000 | 8.5 |
| More than 15,000 | 9 |

6.7 Section 1145 Exemption

The Reorganized Debtor Equity of the Reorganized Debtors to be issued and distributed under the Plan shall be exempt from registration under (a) the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder and (b) any state or local law requiring registration for the offer, issuance, or distribution of securities pursuant to section 1145 of the Bankruptcy Code, or, if applicable, section 4(a)(2) of the Securities Act of 1933, without further act or action by any entity. The Reorganized Debtor Equity shall be freely tradable by the recipients thereof, subject to (w) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act of 1933; (x) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (y) the restrictions, if any, on the transferability of such securities contained in the New Organizational Documents; and (z) applicable regulatory approval.

6.8 Employee Matters and Retiree Benefits

Unless otherwise set forth in the schedule of assumed Executory Contracts and Unexpired Leases included in the Plan Supplement, all material employee compensation and benefit Plans, and employment, severance, retirement, indemnification, and other similar employee-related agreement or arrangements in place as of the Effective Date with the Debtors shall be rejected by the Debtors. Nothing in the Plan shall limit, diminish or otherwise alter the Debtors' defenses, Claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and Plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

6.9 Release of Liens, Claims, and Equity Interests

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens, Claims, Equity Interests, mortgages, deeds of trust, or other security interests against the property of the Estates will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification or other action by any Entity or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any Entity. Any Entity holding such Liens or Equity Interests will, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination, release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors.

6.10 New Organizational Documents

The New Organizational Documents shall satisfy the provisions of the Plan and the Bankruptcy Code, and will (i) include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the issuance of non-voting Equity Securities, but only to the extent required by section 1123(a)(6) of the Bankruptcy Code; (ii) authorize the issuance of the Reorganized Debtor Equity; (iii) to the extent necessary or appropriate, include restrictions on the transfer of Reorganized Debtor Equity; and (iv) to the extent necessary or appropriate, include such provisions as may be needed to effectuate and consummate the Plan and the transactions contemplated herein. After the Effective Date, the Reorganized Debtors may amend and/or restate the New Organizational Documents and other applicable organizational documents, as permitted by applicable law and in a manner consistent with the Plan.

6.11 Resignation of Directors and Officers

Upon the Effective Date, the Debtors' boards of directors and officers shall be deemed to have resigned and shall be replaced by the New Board.

6.12 Managers and Officers of the Reorganized Debtors

Except as set forth herein, the existing directors and managers of the Debtors will be deemed to have resigned on and as of the Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification or other action by any Entity or any other Person or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any Entity.

Except as otherwise provided in this Plan, the New Board will be designated by Bridging, including a lead director who shall have such authority and duties as the New Board may determine. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose, prior to the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the New Board or as an officer of the Reorganized Debtors and, to the extent such Person is an insider

other than by virtue of being a director or officer, the nature of any compensation for such Person. Each such manager, director, and officer will serve from and after the Effective Date pursuant to applicable law and the terms of the New Organizational Documents and the other constituent and organizational documents of the Reorganized Debtors. Centurion shall be entitled to appoint one (1) director on the New Board with voting authority and one (1) director with observation rights only. Additionally, the Creditors' Trust shall be entitled to New Board observation rights.

The identity of the Reorganized Debtors' managers and officers shall be disclosed in the Plan Supplement.

6.13 Corporate Action

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) assumption and assignment of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) the execution of and entry into the New Organizational Documents; (4) the issuance and distribution of the Reorganized Debtor Equity as provided herein; and (5) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors and any company action required by the Debtors in connection therewith shall be deemed to have occurred on and shall be in effect as of the Effective Date without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

6.14 Cancellation of Agreements, Security Interests, and Other Interests

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, all agreements, instruments, Equity Securities and other documents evidencing any prepetition Claim against or Equity Interest in any of the Reorganized Debtors and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect. The holders of or parties to such cancelled instruments, Equity Securities and other documentation will have no rights arising from or related to such instruments, Equity Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan and the obligations of the Debtors thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification or other action by any Entity or other Person or any director, stockholder, manager, member, or partner (or board thereof) of any Entity.

6.15 Dissolved Debtors

On the Effective Date, the Dissolved Debtors shall be deemed dissolved without any requirement for further action by Holders of Claims or Equity Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity.

SECTION 7. CREDITORS' TRUST

7.1 Establishment of the Creditors' Trust

The Creditors' Trust shall be governed by the Creditors' Trust Agreement. On the Effective Date, the Trustee shall execute the Creditors' Trust Agreement and, in his capacity as Trustee, accept all Creditors' Trust Assets on behalf of the Beneficiaries thereof, and be authorized to obtain, seek the turnover, liquidate, and collect all of the Creditors' Trust Assets not in his possession. The Creditors' Trust will then be deemed created and effective without any further action by the Bankruptcy Court or any Person as of the Effective Date. The Creditors' Trust shall be established for the purposes of (i) liquidating any non-Cash Creditors' Trust Assets; (ii) maximizing recovery of the Creditors' Trust Assets for the benefit of the Beneficiaries; and (iii) distributing the proceeds of the Creditors' Trust Assets to the Beneficiaries in accordance with this Plan and the Creditors' Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary for, and consistent with, the purpose of the Creditors' Trust.

7.2 Creditors' Trust Funding

On the Effective Date, Bridging or its designee will fund Five Hundred and Fifty Thousand Dollars (\$550,000.00) as a non-recourse loan to the Creditors' Trust (the "*Creditors' Trust Loan*"). The Creditors' Trust Loan shall be payable only from the proceeds of the Creditors' Trust Causes of Action. The first One Million One Hundred Thousand Dollars (\$1,100,000.00) distributed from the Creditors' Trust shall be distributed evenly (50/50) between Bridging or its designee and the Creditors' Trust to repay the Creditors' Trust Loan. Upon repayment of the Creditors' Trust Loan, Bridging shall not be entitled to any additional Distributions from the Creditors' Trust.

7.3 Appointment of the Trustee

The Trustee, together with his agents, representatives and professionals, will have the power to administer the Creditors' Trust Assets and make distributions in accordance with the terms of this Plan and the Creditors' Trust Agreement. The Trustee shall be appointed pursuant to the Confirmation Order and subject to removal only by the Bankruptcy Court upon application or motion by a Beneficiary of the Creditors' Trust, after notice and a hearing, and for cause shown, including (i) the willful and continued refusal by the Trustee to perform his duties under this Plan and the Creditors' Trust Agreement, and (ii) gross negligence, gross misconduct, fraud, embezzlement or theft. The Trustee will be chosen by the Committee. During the term of the Creditors' Trust, the Trustee shall be entitled to compensation payable from the Creditors' Trust Assets as set forth in the Creditors' Trust Agreement.

7.4 **Beneficiaries of Creditors' Trust**

The Holders of Allowed General Unsecured Claims against the Debtors that are entitled to Distributions shall be the Beneficiaries of the Creditors' Trust. Such Beneficiaries shall be bound by the Creditors' Trust Agreement. The interests of the Beneficiaries in the Creditors' Trust shall be uncertificated and nontransferable except upon death of the interest holder or by operation of law. Neither Bridging nor any of its participants shall be entitled to any Distributions from the Creditors' Trust on account of Bridging's Deficiency Claim.

7.5 **Vesting and Transfer of Creditors' Trust Assets to the Creditors' Trust**

On the Effective Date, pursuant to section 1141(b) of the Bankruptcy Code, the Creditors' Trust Assets shall vest in the Creditors' Trust free and clear of all Liens, Claims and Equity Interests, except as otherwise specifically provided in this Plan or in the Confirmation Order; *provided, however*, that the Trustee may abandon or otherwise not accept any non-Cash Creditors' Trust Assets that the Trustee believes, in good faith, have no value to the Creditors' Trust. Any non-Cash Creditors' Trust Assets that the Trustee so abandons or otherwise does not accept shall not be property of the Creditors' Trust.

7.6 **Retention of Professionals**

The Trustee shall have the right to retain the services of attorneys, accountants, and other professionals (collectively, the "***Creditors' Trust Professionals***") that are necessary to assist the Trustee in the performance of his duties pursuant to this Plan, the Creditors' Trust Agreement and the Confirmation Order. The reasonable fees and expenses of such professionals shall be paid by the Trustee from the Creditors' Trust Assets and, if necessary, the Creditors' Trust Assets upon submission of monthly statements ("***Creditors' Trust Monthly Fee Statements***") for services rendered and costs incurred to the Trustee and Bridging for review and approval. The Trustee will have thirty (30) days from receipt of each Creditors' Trust Monthly Fee Statement to object to the Creditors' Trust Monthly Fee Statement. In the event that any objection is received by the relevant Creditors' Trust Professional that cannot be promptly resolved by the Creditors' Trust Professional and the objecting party, the dispute will be submitted by the Trustee to the Bankruptcy Court for adjudication. The Bankruptcy Court will retain jurisdiction to adjudicate objections to Creditors' Trust Monthly Fee Statements. In the event that no objection is raised to a Creditors' Trust Monthly Fee Statement within the thirty (30) day period, the requested amount in the Creditors' Trust Monthly Fee Statement will be promptly paid by the Trustee, subject to any requirements under the Plan.

7.7 **Creditors' Trust Expenses**

Subject to the provisions of the Creditors' Trust Agreement, all costs, expenses, and obligations incurred by the Trustee in administering this Plan, the Creditors' Trust, or in any manner connected, incidental or related thereto, in effecting distributions from, as applicable, the Creditors' Trust shall be a charge against the Creditors' Trust Assets and, if necessary, the Creditors' Trust Assets remaining from time to time in the hands of the Trustee. Such expenses shall be paid in accordance with the Creditors' Trust Agreement.

7.8 Certain Powers and Duties of the Creditors' Trust and Trustee.

(a) **General Powers of the Trustee.** The Trustee shall be the exclusive trustee of the Creditors' Trust and the Creditors' Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The powers, rights, and responsibilities of the Trustee shall be specified in the Creditors' Trust Agreement and shall include the authority and responsibility to: (a) receive, manage, invest, supervise, and protect the Creditors' Trust Assets; (b) pay taxes or other obligations incurred by the Creditors' Trust; (c) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals and consultants to advise and assist in the administration, prosecution and distribution of Creditors' Trust Assets; (d) calculate and implement Distributions of Creditors' Trust Assets; (e) investigate, prosecute, compromise, and settle, in accordance with the specific terms of the Creditors' Trust Agreement, the Creditors' Trust Causes of Action; (f) resolve issues involving Claims and Equity Interests in accordance with this Plan; and (g) undertake all administrative functions of the Chapter 11 Cases, including the payment of fees payable to the United States Trustee incurred after the Effective Date and the ultimate closing of the Chapter 11 Cases. The Creditors' Trust is the successor to the Debtors and their Estates.

(b) **Investments of Cash.** The Creditors' Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code or in other prudent investments, *provided, however*, that such investments are permitted to be made by a Creditors' Trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(c) **Reporting.** In no event later than thirty (30) days after the end of the first full month following the Effective Date and on a quarterly basis thereafter until all Cash in the Creditors' Trust has been distributed in accordance with this Plan, the Trustee shall file with the Bankruptcy Court a report setting forth the amounts, recipients and dates of all Distributions made by the Trustee under this Plan through each applicable reporting period.

(d) **Tax Reporting.** The Trustee shall file tax returns for the Creditors' Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Plan. The Creditors' Trust also shall annually (for tax years in which Distributions from the Creditors' Trust are made) send to each Beneficiary a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit and all such holders shall report such items on their federal income tax returns; *provided, however*, that no such statement need be sent to any Class that is not expected to receive any Distribution from the Creditors' Trust. The Creditors' Trust's taxable income, gain, loss, deduction or credit will be allocated to the Creditors' Trust's Beneficiaries in accordance with their relative beneficial interests in the Creditors' Trust.

As soon as possible after the Effective Date, the Creditors' Trust shall make a good faith valuation of assets of the Creditors' Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. The Creditors' Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Creditors' Trust that are required by any Governmental Unit for taxing purposes. The Creditors' Trust may request an expedited

determination of taxes of the Debtors or of the Creditors' Trust under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtors and the Creditors' Trust for all taxable periods through the dissolution of the Creditors' Trust.

The Creditors' Trust shall be responsible for filing all federal, state, and local tax returns for the Debtors and the Creditors' Trust. The Creditors' Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions made by the Creditors' Trust shall be subject to any such withholding and reporting requirements; *provided, however*, that, if the Trustee fails to withhold in respect of amounts received or distributable with respect to any Beneficiaries and the Trustee is later held liable for the amount of such withholding, such Beneficiaries shall reimburse the Trustee for such liability. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Beneficiaries for all purposes of the Creditors' Trust Agreement. The Trustee shall be authorized to collect such tax information from the Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Creditors' Trust Agreement and the Confirmation Order. In order to receive distributions under the Plan, all Beneficiaries will need to identify themselves to the Trustee and provide tax information and the specifics of their holdings, to the extent the Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable). The failure to provide such tax information will result in the disallowance of such Claim without a further order from the Bankruptcy Court.

7.9 Preservation of Right to Conduct Investigations

The preservation for the Creditors' Trust of any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 is necessary and relevant to the liquidation and administration of the Creditors' Trust Assets. Accordingly, any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 held by the Debtors prior to the Effective Date shall vest with the Creditors' Trust and shall continue until dissolution of the Creditors' Trust.

7.10 Prosecution and Resolution of Causes of Action.

(a) **The Creditors' Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action.** From and after the Effective Date, prosecution and settlement of all Creditors' Trust Causes of Action, including Avoidance Actions, transferred to the Creditors' Trust shall be the sole responsibility of the Creditors' Trust pursuant to the Plan and the Confirmation Order. From and after the Effective Date, the Creditors' Trust shall have exclusive rights, powers, and interests of the Debtors' Estates to pursue, settle or abandon such Causes of Action as the sole representative of the Debtors' Estates pursuant to section 1123(b)(3) of the Bankruptcy Code. Proceeds recovered from all Causes of Action will be deposited into the Creditors' Trust and will be distributed by the Trustee to the Beneficiaries in accordance with the provisions of the Plan and Creditors' Trust Agreement. All Causes of Action, including Avoidance Actions, that are not expressly released or waived under the Plan are reserved and preserved and vest in the Creditors' Trust in accordance with this Plan. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors, Reorganized Debtors or Trustee will not pursue any and all available Causes of Action against such Person. The Trustee expressly reserves all

Creditors' Trust Causes of Action, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Creditors' Trust Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan. No claims or Causes of Action against the Released Parties expressly released or waived pursuant to the Plan shall be transferred to the Creditors' Trust, the Trustee shall not have standing to pursue such claims or Causes of Action, and all such claims and Causes of Action shall be waived, released and discharged pursuant to the Plan.

(b) **Settlement of Causes of Action.** Settlement by the Creditors' Trust of any Creditors' Trust Cause of Action transferred to the Creditors' Trust shall require: (i) approval only of the Trustee if the amount claimed by the Creditors' Trust against a defendant is less than One Hundred Thousand Dollars (\$100,000.00); and (ii) approval of the Trustee and the Creditors' Trust Oversight Committee, if the amount claimed by the Creditors' Trust against a defendant is unliquidated or equals to or exceeds One Hundred Thousand Dollars (\$100,000.00).

7.11 **Federal Income Tax Treatment of the Creditors' Trust**

For federal income tax purposes, it is intended that the Creditors' Trust be classified as a Creditors' Trust under section 301.7701-4 of the Treasury regulations and that such trust be owned by its beneficiaries. Accordingly, for federal income tax purposes, it is intended that the Beneficiaries be treated as if they had received a distribution from the Debtors' Estates of an undivided interest in each of the Creditors' Trust Assets in satisfaction of their Allowed Claims (to the extent of the value of their respective share in the applicable assets) and then contributed such interests to the Creditors' Trust in exchange for their interests in the Creditors' Trust, and the Creditors' Trust's Beneficiaries will be treated as the grantors and owners thereof.

7.12 **Limitation of Liability**

No recourse will ever be had, directly or indirectly, against the Trustee or his or her respective employees, professionals, representatives, agents, successors, or assigns, by legal or equitable proceedings or by virtue of any statute or otherwise, or any deed of trust, mortgage, pledge or note, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Creditors' Trust under this Plan or by reason of the creation of any indebtedness by the Creditors' Trust or the Trustee under this Plan. All such liabilities under this Plan will be enforceable only against, and will be satisfied only out of, the Creditors' Trust Assets. The Creditors' Trust and the Trustee and their respective officers, directors, employees, professionals, representatives, agents, successors or assigns will not be liable for any act they may do, or omit to do hereunder in good faith and in the exercise of their sound judgment; *provided, however*, that this section will not apply to any gross negligence or willful misconduct by the Creditors' Trust and the Trustee or their respective officers, directors, employees, professionals, representatives, agents, successors, or assigns.

7.13 **Term of Creditors' Trust**

The Trustee shall be discharged and the Creditors' Trust shall be terminated, at such time as (i) all of the Creditors' Trust Assets have been liquidated, (ii) all duties and obligations of the

Trustee under the Creditors' Trust Agreement have been fulfilled, (iii) all Distributions required to be made by the Creditors' Trust under this Plan and the Creditors' Trust Agreement have been made, and (iv) the Chapter 11 Cases have been closed; *provided, however*, that in no event shall the Creditors' Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension not to exceed one (1) year is necessary to facilitate or complete the recovery and liquidation of the Creditors' Trust Assets.

7.14 Conflicts Between the Creditors' Trust Agreement and the Plan

In the event of any inconsistencies or conflict between the Creditors' Trust Agreement and this Plan, the terms and provisions of this Plan shall control.

SECTION 8. DISTRIBUTIONS

8.1 Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests as maintained by the Debtors or their agents shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Equity Interests. The Debtors shall have no obligation to recognize any ownership transfer of the Claims or Equity Interests occurring after the Distribution Record Date. The Debtors shall be entitled to recognize and deal for all purposes under the Plan only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

8.2 Timing of Distributions

Except as otherwise provided in this Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the Distributions that the Plan provides for Allowed Claims in the applicable Class and in the manner provided therein. Distributions made after the Effective Date to Holders of Allowed Claims shall be deemed to have been made on the Effective Date and, except as otherwise provided in the Plan, no interest shall be payable by the Debtors with respect to such Claims or any Distribution related thereto. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If there are Disputed Claims, Distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on Distributions provided for thereunder, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

8.3 Disbursing Agent

Except as otherwise provided in this Plan, all Distributions under this Plan shall be made by the Reorganized Debtors or the Trustee, as applicable, as “Disbursing Agent” or such other Person designated by the Reorganized Debtors or the Trustee as a Disbursing Agent on the Effective Date.

8.4 Rights and Powers of Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

8.5 Delivery of Distributions in General

Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent. Distributions to Holders of Allowed Claims will be made at the address of each such Holder as set forth in the Debtors’ books and records. Distributions under this Plan on account of such Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in this Plan. None of the Debtors, the Reorganized Debtors, and the Disbursing Agent shall incur any liability whatsoever on account of any distributions under this Plan.

8.6 Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date. Notwithstanding any provision otherwise in this Plan and except as may be agreed to by the Debtors or the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial Distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

8.7 Manner of Payment

Any Distributions to be made by or on behalf of the Debtors, Reorganized Debtors, or the Trustee, as applicable, pursuant to this Plan shall be made by checks drawn on accounts maintained by the Debtors, Reorganized Debtors, or the Trustee, respectively, or by wire transfer if circumstances justify, at the option of the Debtors, Reorganized Debtors, or the Trustee, as applicable; *provided, however*, any payments made to Bridging or Centurion shall be made by wire transfer.

8.8 Undeliverable Distributions and Unclaimed Property

In the event that any Distribution to any Holder is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such Distribution shall be made as soon as practicable after such Distribution has become deliverable; *provided, however*, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the date of the Distribution. After such date, all “unclaimed property” or interests in property shall revert to the Reorganized Debtors or the Creditors’ Trust, as applicable (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any Holder to such property shall be discharged and forever barred.

8.9 Withholding and Reporting Requirements

In connection with this Plan and all instruments issued in connection therewith, the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all Distributions under this Plan shall be subject to any such withholding or reporting requirements.

8.10 Surrender Instruments

Pursuant to section 1143 of the Bankruptcy Code, as a condition precedent to receiving any Distribution under the Plan, each holder of a certificated instrument or note must surrender such instrument or note held by it to the Disbursing Agent or its designee. Any such holder of such instrument or note that fails to (i) surrender the instrument or note or (ii) execute and deliver an affidavit of loss and/or indemnity reasonably satisfactory to the Disbursing Agent, as applicable, before the fifth anniversary of the Confirmation Date shall be deemed to have forfeited all rights and claims and may not participate in any Distribution hereunder. Any Distribution so forfeited shall become property of the Reorganized Debtors or the Creditors’ Trust, as applicable.

8.11 Setoffs

Except for the payments to be made to Bridging or Centurion, the Debtors, the Reorganized Debtors and/or the Trustee may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which a Distribution shall be made), any claims of any nature whatsoever that the Debtors and the Reorganized Debtors may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtors and/or the Trustee of any such claim the Debtors, the Reorganized Debtors and/or the Trustee may have against the Holder of such Claim.

8.12 Insurance Claims

Except for the payments to be made to Bridging or Centurion, no Distributions under this Plan shall be made on account of Allowed Claims until the Holder of such Allowed Claim has exhausted all remedies with respect to the Debtors’ Insurance Policies. To the extent that the Debtors’ insurers agree to satisfy in full a Claim, then immediately upon such insurers’ agreement,

such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

8.13 Applicability of Insurance Policies

Except as otherwise provided in this Plan, Distributions to Holders of Allowed Claims shall be made in accordance with the provisions of any applicable Insurance Policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors, Reorganized Debtors, or any Person may hold against any insurers under any of the Debtors' Insurance Policies, nor shall anything contained in the Disclosure Statement or herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

8.14 No Postpetition Interest

Unless otherwise specifically provided for herein or in the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Equity Interests, and no Holder of a Claim or Equity Interest shall be entitled to interest accruing on or after the Petition Date on such Claim or Equity Interest. Notwithstanding the foregoing, nothing in this Plan shall prohibit Bridging or Centurion from allocating payments received from the Debtors to principal or interest on Bridging's Secured Claim, in their sole discretion in accordance with applicable law.

8.15 Distributions Free and Clear

Except as may be otherwise provided herein, all Distributions under this Plan shall be free and clear of any Liens, Claims, encumbrances, and other interests.

8.16 Fractional Dollars; De Minimis Distributions

Notwithstanding any other provision of this Plan, Cash payments of fractions of dollars shall not be made. Whenever any Distribution to a Holder of a Claim would otherwise call for Distribution of Cash in a fractional dollar amount, the actual Distribution of such Cash shall be rounded to the nearest whole dollar (up or down), with half dollars (or less) being rounded down. Neither the Debtors, the Reorganized Debtors nor the Trustee shall be required to make any Cash payment of less than ten dollars (\$10.00) with respect to any Claim unless a request therefor is made in writing to the Debtor, the Reorganized Debtors or the Trustee, as applicable; *provided, however*, that neither the Debtor, the Reorganized Debtors nor the Trustee shall have any obligation to make any Distribution, whether final or not, unless and until the total amount of such Distribution to a specific Holder of an Allowed Claim is equal to or greater than ten dollars (\$10.00).

SECTION 9. PROCEDURES FOR DISPUTED CLAIMS

The provisions of this section 9 shall not be applicable to Bridging's Secured Claim and Bridging's Deficiency Claim which are Allowed Claims. Bridging's Deficiency Claim is Allowed for voting purposes only. Bridging shall not be entitled to any Distributions on account of Bridging's Deficiency Claim.

9.1 Allowance of Claims and Interests

Except as expressly provided herein, or in any order entered in the Chapter 11 Cases prior to the Effective Date, including the Confirmation Order, no Claim or Equity Interest shall be deemed Allowed unless and until such Claim or Equity Interest is deemed Allowed under this Plan or the Bankruptcy Code or Allowed by the Bankruptcy Court by entry of a Final Order allowing such Claim or Equity Interest. On and following the Effective Date, the Reorganized Debtors and Trustee, as applicable, shall be vested with any and all rights and defenses the Debtors had with respect to any Claim or Equity Interest immediately prior to the Effective Date.

9.2 Objections to Claims

Except as expressly provided herein, the Debtors (before the Effective Date) or the Reorganized Debtors or Trustee (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. With respect to Administrative Claims, Accrued Professional Compensation Claims and Other Priority Claims, the Debtors, the Reorganized Debtors and the Trustee shall have standing to object to any such Claims. Any objections to Claims shall be filed and served on or before the later of (i) one hundred eighty (180) days after the Effective Date or (ii) such date as may be fixed by the Bankruptcy Court. From and after the Effective Date, the Trustee may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors, the Reorganized Debtors and the Trustee reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

9.3 Estimation of Claims

The Debtors (before the Effective Date) or the Trustee (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or the Trustee may pursue supplementary proceedings to object to the allowance of such Claim; *provided, however,* the Trustee may elect not to pursue such supplementary proceedings, instead electing to treat such maximum amount as the Allowed amount of such Claim.

9.4 No Distribution Pending Allowance

Notwithstanding any other provision of this Plan, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.5 Distributions after Allowance

At such time as a Contingent Claim or a Disputed Claim becomes an Allowed Claim, a Distribution shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Contingent Claim or Disputed Claim becomes a Final Order. To the extent that all or a portion of a Contingent Claim or a Disputed Claim is disallowed, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is disallowed.

9.6 Preservations of Rights to Settle Claims

In accordance with section 1123(b) of the Bankruptcy Code, the Trustee shall have the discretion to retain and enforce, sue on, settle, or compromise all claims, rights, causes of action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtors or their Estates may hold against any person or entity without the approval of the Bankruptcy Court, subject to the terms of this Plan, the Confirmation Order, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Trustee may pursue such retained claims, rights, or causes of action, suits, or proceedings, as appropriate, in accordance with the best interests of the Creditors' Trust.

9.7 Disallowed Claims

All Claims held by persons or entities against whom or which the Debtors or Trustee has commenced a proceeding asserting a cause of action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Bankruptcy Code shall be deemed Disallowed Claims pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject the Plan. Disallowed Claims pursuant to this Section shall continue to be Disallowed Claims for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Debtors or Trustee from such party have been paid.

SECTION 10. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 Assumption and Rejection of Executory Contracts and Unexpired Leases

Except with respect to the Material Contracts or as otherwise provided in this Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with this Plan, each of the Executory Contracts and Unexpired Leases of the Debtors shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtor; (2) expired or terminated pursuant to its own terms before the Effective Date; or (3) is the subject of a motion to assume or reject filed on or before the Effective Date.

The Debtors shall assume or assume and assign the Material Contracts to the Reorganized Debtors. Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving assumption and assignment of such Material Contracts and such assumption and assignment shall be effective as of the Effective Date. Each Material Contract assumed or assumed and assigned pursuant to the Plan shall be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms may have been modified by any order of the Bankruptcy Court or as otherwise agreed to by the Debtors and the applicable counterparty to the Material Contract.

10.2 Inclusiveness

Unless otherwise specified, each Executory Contract and Unexpired Lease assumed, assumed and assigned or rejected by the Debtors shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such Executory Contract or Unexpired Lease.

10.3 Rejection Claims

Except as otherwise provided in orders entered by the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Claims Agent and served on the Creditors' Trust (and counsel, if known) within thirty (30) days after service of notice of entry of the Confirmation Order; *provided, that* any such Claims arising from the rejection of an Unexpired Lease shall be subject to the cap on rejection damages imposed by section 502(b)(6) of the Bankruptcy Code. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Debtors' Estates or their property without the need for any objection by the Debtors, the Reorganized Debtors or the Creditors' Trust or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against the Debtors and shall be treated in accordance with this Plan.

10.4 Cure of Defaults

Any defaults under the Materials Contracts shall be satisfied, pursuant to and to the extent required by section 365(b)(1) of the Bankruptcy Code, by payment of the applicable default amount in Cash on the Effective Date or on such other terms as the Bankruptcy Court may order or the parties to such Materials Contracts may otherwise agree in writing (the "***Cure Amount***"). The Debtors shall file, as part of the Plan Supplement, a schedule of the Material Contracts and associated Cure Amounts.

Any objection by a counterparty to a Material Contract to a Cure Amount must be filed, served and actually received by the Debtors on or prior to thirty (30) days after the Effective Date. Any counterparty to a Material Contract that fails to object timely to the proposed Cure Amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such Cure Amount. The Confirmation Order shall constitute an order of

the Bankruptcy Court approving the assumption and assignment of the Material Contracts pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any Cure Amount, (b) the ability of any Debtor or assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under any Material Contract to be assumed, or assumed and assigned or (c) any other matter pertaining to assumption, the applicable payment of the Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving such assumption. If such objection is sustained by Final Order of the Bankruptcy Court, the Debtors or the Reorganized Debtors may reject such Material Contract in lieu of assuming it. The Debtors or the Reorganized Debtors, as applicable, shall be authorized to effect such rejection by filing a written notice of rejection with the Bankruptcy Court and serving such notice on the applicable counterparty within thirty (30) days of the entry of such Final Order.

10.5 Full Release and Satisfaction

Subject to the payment of any Cure Amount, assumption of any Material Contract pursuant to the Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Material Contract at any time prior to the effective date of assumption, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to a Material Contract that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to the payment of a Cure Amount), without further notice to or action, order, or approval of the Bankruptcy Court.

10.6 Reservation of Rights

Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtors or the Reorganized Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors or the Reorganized Debtors have any liability thereunder.

10.7 D&O Liability Insurance Policies

To the extent that the D&O Liability Insurance Policies are considered to be Executory Contracts, notwithstanding anything in the Plan to the contrary, effective as of the Effective Date, the Debtors shall be deemed to have assumed all unexpired D&O Liability Insurance Policies with respect to the Debtors’ directors, managers, officers, and employees serving on or after the Petition Date pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Debtors’ assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan or Confirmation Order, confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations of the insurers under the D&O Liability Insurance Policies assumed by the foregoing assumption of the D&O Liability Insurance Policies, any agreements, documents, and instruments related thereto, and each such indemnity obligation will be deemed and treated as

an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed.

SECTION 11. CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

11.1 Conditions Precedent to Confirmation

Confirmation of this Plan shall not occur, and the Confirmation Order shall not be entered, until each of the following conditions precedent have been satisfied or waived pursuant to the provisions of this Plan:

(a) The Bankruptcy Court shall have entered an order, which shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code, in form and substance acceptable to the Debtors and Bridging, approving the Disclosure Statement with respect to this Plan and the solicitation of votes thereon as being in compliance with section 1125 of the Bankruptcy Code and applicable non-bankruptcy law;

(b) The proposed Confirmation Order shall be in form and substance satisfactory in all respects to the Debtors, the Committee and Bridging;

(c) Unless otherwise authorized by the Confirmation Order, the Bankruptcy Court shall have entered one or more orders, in form and substance acceptable to the Debtors and Bridging, authorizing the assumption of the Material Contracts; and

(d) The Plan and the Plan Supplement, including any schedules, documents, supplements, and exhibits thereto shall be, in form and substance, acceptable to the Debtors, the Committee and Bridging.

11.2 Conditions Precedent to the Effective Date

The Effective Date shall not occur until each of the following conditions precedent have been satisfied or waived pursuant to the provisions of this Plan:

(a) All documents and agreements necessary to implement the Plan, including without limitation, the Reorganized Debtor Equity, the New Organizational Documents, and the New Secured Debt Documents, in each case in form and substance acceptable to the Debtors, Bridging, the Committee and Centurion, as applicable, will have (a) been tendered for delivery and (b) been effected by, executed by, or otherwise deemed binding upon, all Entities party thereto. All conditions precedent to such documents and agreements will have been satisfied or waived pursuant to the terms of such documents or agreements;

(b) All consents, actions, documents, certificates and agreements necessary to implement the Plan, including, without limitation, the New Organizational Documents, will have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(c) All Material Contracts shall have been assumed or assumed and assigned by the Reorganized Debtors;

(d) The Debtors shall have implemented the Restructuring Transactions in a manner consistent with the Plan pursuant to the documentation acceptable to the Debtors, Bridging, the Committee and Centurion, as applicable; and

(e) All actions, documents, certificates, and agreements necessary to implement this Plan, including, without limitation, the Creditors' Trust Agreement, shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws.

11.3 Waiver of Conditions

The conditions to consummation of the Plan set forth in this section 11 may be waived by the Debtors with the consent of Bridging and the Committee without notice, leave, or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. To the extent that a condition to consummation of the Plan requires the consent of Bridging and/or the Committee, such conditions may only be waived by the Debtors with the consent of Bridging or the Committee, as applicable. The failure to satisfy or waive a condition to confirmation or the Effective Date may be asserted by the Debtors, the Reorganized Debtors or Bridging regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Debtors, the Reorganized Debtors or Bridging to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

11.4 Effect of Failure of Conditions

If the consummation of the Plan does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement will: (a) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any Holders or any other Entity; (c) constitute an Allowance of any Claim or Equity Interest; or (d) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any Holders or any other Entity in any respect.

SECTION 12. EFFECT OF CONFIRMATION

12.1 Immediate Binding Effect

Upon the occurrence of the Effective Date, the terms of this Plan and the Creditors' Trust Agreement shall be immediately effective and enforceable and deemed binding upon the Debtors, Reorganized Debtors, the Trustee, the Creditors' Trust and any and all Holders of Claims or Equity Interests (irrespective of whether such Claims or Equity Interests are deemed to have accepted this Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in this Plan, each Person acquiring property under this Plan, and any and all non-Debtors parties to Executory Contracts and Unexpired Leases with the Debtors.

12.2 Compromise and Settlement of Claims, Interests and Controversies

To the extent provided for by the Bankruptcy Code and in consideration for the Distributions and other benefits provided pursuant to this Plan, on the Effective Date, the provisions of this Plan shall constitute a good faith compromise of all Claims, Equity Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Equity Interest, or any Distribution to be made on account of such Allowed Claim or Equity Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Equity Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Equity Interests and is fair, equitable, and reasonable.

12.3 Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code and except as otherwise specifically provided in this Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious reorganization of the Debtors and the consummation of the transactions contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors and their Estates from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors or their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, or the transactions or events giving rise to any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the restructuring of Claims and Equity Interests before or during the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, any Plan Supplement or related agreements, instruments or other documents, other than Debtor Released Claims against a Released Party arising out of the gross negligence, willful misconduct, intentional fraud, or criminal liability of any such person or entity (the "*Debtor Released Claims*").

12.4 Releases by Holders of Claims

ON THE EFFECTIVE DATE, EXCEPT AS OTHERWISE PROVIDED HEREIN AND EXCEPT FOR THE RIGHT TO ENFORCE THIS PLAN, ALL PERSONS WHO (I) ARE DEEMED TO HAVE VOTED TO ACCEPT THIS PLAN UNDER SECTION 1126(F) OF THE BANKRUPTCY CODE; OR (II) ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THIS PLAN AND MARK THEIR BALLOTS AS OPTING-IN TO THE RELEASES GRANTED UNDER THIS SECTION, SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE DEEMED TO FOREVER RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES OF AND FROM ALL LIENS, CLAIMS, CAUSES OF ACTION, LIABILITIES, ENCUMBRANCES, SECURITY INTERESTS, INTERESTS OR CHARGES OF ANY NATURE OR DESCRIPTION WHATSOEVER

RELATING TO THE DEBTORS, THE CHAPTER 11 CASES OR AFFECTING PROPERTY OF THE ESTATES, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, SCHEDULED OR UNSCHEDULED, CONTINGENT OR NOT CONTINGENT, UNLIQUIDATED OR FIXED, ADMITTED OR DISPUTED, MATURED OR UNMATURED, SENIOR OR SUBORDINATED, WHETHER ASSERTABLE DIRECTLY OR DERIVATIVELY BY, THROUGH, OR RELATED TO ANY OF THE RELEASED PARTIES AND THEIR SUCCESSORS AND ASSIGNS WHETHER AT LAW, IN EQUITY OR OTHERWISE, BASED UPON ANY CONDITION, EVENT, ACT, OMISSION OCCURRENCE, TRANSACTION OR OTHER ACTIVITY, INACTIVITY, INSTRUMENT OR OTHER AGREEMENT OF ANY KIND OR NATURE OCCURRING, ARISING OR EXISTING PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE CONSUMMATION OF THIS PLAN OR THE ADMINISTRATION OF THIS PLAN, INCLUDING WITHOUT LIMITATION, THE NEGOTIATION AND SOLICITATION OF THIS PLAN, ALL REGARDLESS OF WHETHER (A) A PROOF OF CLAIM OR EQUITY INTEREST HAS BEEN FILED OR IS DEEMED TO HAVE BEEN FILED, (B) SUCH CLAIM OR EQUITY INTEREST IS ALLOWED OR (C) THE HOLDER OF SUCH CLAIM OR EQUITY INTEREST HAS VOTED TO ACCEPT OR REJECT THIS PLAN, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED HEREIN SHALL IMPACT THE RIGHT OF ANY HOLDER OF AN ALLOWED CLAIM TO RECEIVE A DISTRIBUTION ON ACCOUNT OF ITS ALLOWED CLAIM IN ACCORDANCE WITH SECTION 4 OF THIS PLAN.

12.5 Exculpation

None of the Exculpated Parties shall have or incur any liability to any Holder of a Claim or Equity Interest, or other party in interest, or any of their respective members, officers, directors, employees, advisors, professionals, attorneys or agents, or any of their successors and assigns, with respect to any Exculpated Claim, including, without limitation, any act or omission in connection with, related to, or arising out of, in whole or in part, the Chapter 11 Cases, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction.

12.6 Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTEREST IN THE DEBTORS ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE

EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS THEREUNDER SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS PURSUANT THERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THEIR RESPECTIVE SUCCESSORS AND

ASSIGNS, AND THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

12.7 Term of Injunctions or Stays

Unless otherwise provided in this Plan or Confirmation Order, all injunctions or stays provided for under this Plan and ordered in the Confirmation Order or pursuant to sections 105 or 362 of the Bankruptcy Code arising under or entered during the Chapter 11 Cases, or otherwise, and in existence on the Confirmation Date, 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 the Confirmation Order, as applicable.

12.8 Injunction Against Interference with Plan

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Equity Interests, the Debtors, and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the Debtors', Reorganized Debtors', the Creditors' Trust's, the Trustee's, and their respective affiliates', employees', advisors', officers' and directors', and agents' implementation or consummation of this Plan.

12.9 Effectuating Documents and Further Transactions

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims or Equity Interests receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Confirmation Order. On or before the Effective Date, the Debtors shall file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

12.10 Preservation of Causes of Action of the Debtors

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the releases by the Debtors and exculpation provisions provided in the Plan), the Debtors and Trustee shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action.

SECTION 13. MODIFICATION, REVOCATION OR WITHDRAWAL OF THIS PLAN

13.1 Modification and Amendments

This Plan or any exhibits thereto may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, the Debtors, Reorganized Debtors, or Trustee may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes and effects of this Plan.

13.2 Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

13.3 Revocation or Withdrawal of this Plan

The Debtors reserve the right to, consistent with their fiduciary duties, revoke or withdraw this Plan before the Effective Date. If the Debtors revoke or withdraw this Plan, or if the Confirmation Date does not occur, then: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (c) nothing contained in this Plan shall: (i) constitute a waiver or release of any Claims or Equity Interests; (ii) prejudice in any manner the rights of the Debtors or any other Person; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Person.

SECTION 14. Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and this Plan, including, but not limited to, jurisdiction to:

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

(b) decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

(c) resolve any matters related to: (i) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtors are a party or with respect to which the Debtors may be liable in any manner and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including rejection Claims and cure Claims, pursuant to section 365 of the Bankruptcy Code or any other matter related to such Executory Contract or Unexpired Lease; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed or assumed and assigned; and (iii) any dispute regarding whether a contract or lease is or was executory or expired;

(d) ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

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

(f) adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters and any other matters, including, but not limited to, the Causes of Action, involving the Trustee or the Creditors' Trust;

(g) adjudicate, decide, or resolve any and all matters related to any Cause of Action;

(h) adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(i) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

(j) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of this Plan;

(k) resolve any cases, controversies, suits, disputes or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications, and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

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

(m) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, the Creditors' Trust, the Creditors' Trust Agreement, any transactions or payments contemplated thereby, or any contract, instrument, release, indenture, or other agreement or document relating to any of the foregoing;

(n) adjudicate any and all disputes arising from or relating to Distributions under this Plan;

(o) consider any modifications of this Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

(p) determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

(q) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(r) hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge;

(s) enforce all orders previously entered by the Bankruptcy Court;

(t) hear any other matter not inconsistent with the Bankruptcy Code;
and

(u) enter a final decree closing the Chapter 11 Cases.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 Payment of Statutory Fees

All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the earlier of when due or the Effective Date by the Debtors. After the Effective Date, the Trustee shall be liable for payment of any such fees until entry of a final decree closing the Chapter 11 Cases.

15.2 Dissolution of the Committee

On the Effective Date, the Committee and any other statutory committee formed in connection with the Chapter 11 Cases shall dissolve automatically and all members thereof shall be released and discharged from all rights, duties, and responsibilities arising from, or related to, the Chapter 11 Cases.

15.3 Section 382 Limitation on Net Operating Losses and Built-In Losses

With respect to the Debtors' net operating losses, the Debtors and the Reorganized Debtors reserve the right to seek the exception set forth in 26 U.S.C. § 382(l)(5).

15.4 Section 1125(e) Good Faith Compliance

As of and subject to the occurrence of the Confirmation Date, the Debtors and their Related Persons shall be deemed to have solicited acceptances of this Plan in good faith and in compliance

with the applicable provisions of the Bankruptcy Code and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation.

15.5 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated within the meaning set forth in section 1101 and pursuant to section 1127(b) of the Bankruptcy Code.

15.6 Section 1146 Exemption

To the fullest extent permitted under section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security under or pursuant to this Plan, and the execution, delivery, or recording of any instrument of transfer under or pursuant to this Plan, and the revesting, transfer, or sale of any property of or to the Creditors' Trust shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or other Governmental Unit in which any instrument hereunder is to be recorded in accordance with this Plan shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, mortgage recording tax, intangible tax, or similar tax.

15.7 Closing of the Chapter 11 Cases

Upon the earlier of (i) the date upon which all payments on account of Allowed Administrative Expense Claims and Accrued Professional Compensation Claims have been paid or (ii) sixty (60) days after the Effective Date, the Reorganized Debtors shall seek authority from the Bankruptcy Court to close the Chapter 11 Cases in accordance with the Bankruptcy Code and Bankruptcy Rules.

15.8 Plan Supplement

Any exhibits or schedules not filed with this Plan may be contained in the Plan Supplement, if any, and the Debtors hereby reserve the right to file such exhibits or schedules as a Plan Supplement.

15.9 Further Assurances

The Debtors, Reorganized Debtors, or the Trustee may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtors, Reorganized Debtors, the Trustee, and all Holders of Claims receiving Distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

15.10 Exhibits Incorporated

All exhibits to the Plan, including the Plan Supplement, are incorporated into and are part of this Plan as if fully set forth herein.

15.11 Inconsistency

In the event of any inconsistency among this Plan, the Disclosure Statement, and any exhibit to the Disclosure Statement, the provisions of this Plan shall govern.

15.12 No Admissions

If the Effective Date does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan shall (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors, (b) prejudice in any manner the rights of the Debtors or any other party in interest, or (c) constitute an admission of any sort by the Debtors or other party in interest.

15.13 Reservation of Rights

Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order and the Effective Date has occurred. None of this Plan, any statement or provision contained in this Plan or any action taken or not taken by the Debtors with respect to this Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to the Holders of Claims or Equity Interests before the Effective Date.

15.14 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, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries or guardian, if any, of each Person.

15.15 Entire Agreement

On the Effective Date, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

15.16 Notices

All notices, requests, and demands to or upon the Debtors in the Chapter 11 Cases shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given or made when actually delivered or, if by facsimile transmission, when received and telephonically confirmed to the below recipients:

Hygea Holdings Corp., *et al.*
Attn: Keith Collins, M.D.
8700 W. Flagler Street, Suite 280
Miami, Florida 33174
Phone (855) 339-4095
E-mail: keith.collins@hygea.net

with copies to:

COLE SCHOTZ, P.C.
Attn: Felice R. Yudkin
25 Main Street
Hackensack, New Jersey 07601
Tel: (201) 489-3000
E-mail: fyudkin@coleschotz.com

All notices and requests to Persons holding any Claim or Interest in any Class shall be sent to them at their last known address or to the last known address of their attorney of record in the Chapter 11 Cases. Any such Holder of a Claim or Interest may designate in writing any other address for purposes of this section, which designation will be effective upon receipt by the Debtors.

15.17 Severability

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court 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, 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 will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

15.18 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of the Plan and the transactions consummated or to be consummated in connection therewith.

15.19 Request for Confirmation

The Debtors request entry of the Confirmation Order under section 1129(a) of the Bankruptcy Code and, to the extent necessary, section 1129(b) of the Bankruptcy Code.

Dated: June 10, 2020

Respectfully submitted,

Hygea Holdings Corp., *et al.*

By: /s/ Keith Collins, M.D.
Keith Collins, M.D.
Authorized Signatory

EXHIBIT B to CONFIRMATION ORDER

Notice of Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:
HYGEA HOLDINGS CORP., et al.,
Debtors.1
Chapter 11
Case No. 20-10361 (KBO)
(Jointly Administered)
Related to Docket No. ____

NOTICE OF (A) ENTRY OF ORDER CONFIRMING SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF HYGEA HOLDINGS CORP. AND ITS AFFILIATED DEBTORS; (B) EFFECTIVE DATE OF THE PLAN; (C) SUBSTANTIAL CONSUMMATION OF THE PLAN; AND (D) BAR DATES FOR CERTAIN ADMINISTRATIVE, PROFESSIONAL AND REJECTION CLAIMS

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. The debtors and debtors-in-possession in the above-captioned cases (the "Debtors") hereby give notice that, on June __, 2020, the Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, entered an order [Docket No. __] (the "Confirmation Order") confirming the Second Amended Joint Chapter 11 Plan of Reorganization of Hygea Holdings Corp. and its Affiliated Debtors (the "Plan").2 The Plan is attached as Exhibit A to the Confirmation Order.

2. Effective Date. Pursuant to the Confirmation Order, the Debtors hereby certify and give notice that the Plan became effective in accordance with its terms, as set forth in Section 11 of the Plan, on June __, 2020 (the "Effective Date").

1 The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors' corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

2 Unless otherwise defined in this Notice, capitalized terms used herein have the meanings set forth in the Plan.

3. Substantial Consummation. The Debtors hereby give notice that, pursuant to section 1101(2) of the Bankruptcy Code, the Plan has been substantially consummated.

4. Discharges, Releases, Exculpation and Injunctions. The Plan provides for discharges, releases, exculpation and injunctions of certain conduct. The injunctions in the Plan include a permanent injunction of the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgment, damages, demands, debts, rights, Causes of Action or liabilities released or exculpated pursuant to the Plan.

5. Bar Date for Professional Fee Claims. All final requests for payment of Professional Compensation Claims (the “Final Fee Applications”) must be filed no later than July __, 2020 (*i.e.*, thirty (30) days after the Effective Date). The procedures for processing Professional Fee Claims are set forth in the Plan. If a Professional or other Entity does not timely submit a final application for allowance of compensation, such Entity shall be forever barred from seeking payment of such Professional Compensation Claim from the Debtors, their Estates, the Reorganized Debtors or the Creditors’ Trust.

6. Bar Date for Administrative Claims. Requests for payment of Administrative Claims arising after the Petition Date, other than Professional Fee Claims, must be filed with the Court no later than the Administrative Claims Bar Date, July __, 2020 (*i.e.*, the thirtieth (30th) day following the Effective Date).

7. Objection to Cure Amounts for Assumption of Material Contracts. Pursuant to Section 10.1 of the Plan, the Material Contracts identified in Exhibit E of the Plan Supplement [Docket No. 533] as amended [Docket No. __] are assumed and assigned to the Reorganized Debtors or their designee as of the Effective Date. Any objection by a counterparty to a Material Contract to a Cure Amount must be filed, served and actually received by the Debtors no later than ____, 2020 (*i.e.*, within thirty (30) days after service of notice of entry of the Confirmation Order). Any counterparty to a Material Contract that fails to object timely to the proposed Cure Amount will be deemed to have consented to such matters and will be deemed to have forever released and waived any objection to such Cure Amount.

8. Bar Date for Rejection Damages Claims. Except as set forth in the Plans, all Executory Contracts and Unexpired Leases of the Debtor have been rejected as of the Effective Date. If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim shall be forever barred unless a Proof of Claim is filed with the Court and served on counsel for the Trust (or its known counsel) no later than July __, 2020 (*i.e.*, within thirty (30) days after service of notice of entry of the Confirmation Order).

9. Renewed Request for Post-Effective Date Notice Pursuant to Bankruptcy Rule 2002. After the Effective Date, to continue to receive notice of documents pursuant to Bankruptcy Rule 2002, all Creditors and other parties in interest must file a renewed

notice of appearance with the United States Bankruptcy Court for the District of Delaware (the “Court”) requesting receipt of documents pursuant to Bankruptcy Rule 2002.

10. Copies of Plan and Confirmation Order. Any party in interest who wishes to obtain a copy of the Plan, any exhibits to the Plan or the Confirmation Order may view and download such documents at (i) at the Debtors; case website (); or (ii) at the Court’s website (<http://www.deb.uscourts.gov>) (PACER account required).

Dated: June ____, 2020

J. Kate Stickles (I.D. No. 2917)
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 652-3131
Facsimile: (302) 652-3117
kstickles@coleschotz.com

– and –

Stuart Komrower (admitted pro hac vice)
Felice R. Yudkin (admitted pro hac vice)
Jacob S. Frumkin (admitted pro hac vice)
Michael Trentin (admitted pro hac vice)
25 Main Street
Hackensack, New Jersey 07601
Telephone: (201) 489-3000
Facsimile: (201) 489-3479

*Counsel for Debtors and
Debtors-in-Possession*