

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

**PLATINUM HEIGHTS, LP,¹
Debtor.**

§
§
§
§
§
§
§
§
§
§

Chapter 11

Case No. 25-90012 (ARP)

**THIRD PLAN OF REORGANIZATION
OF DEBTOR PLATINUM HEIGHTS, LP**

REED SMITH LLP

Omar J. Alaniz (SBN 24040402)
2850 N. Harwood Street, Suite 1500
Dallas, TX 75201
Telephone: (469) 680-4200
Facsimile: (469) 680-4299
E-mail: oalaniz@reedsmith.com

- and -

Scott M. Esterbrook (admitted *pro hac vice*)
Derek M. Osei-Bonsu (admitted *pro hac vice*)
Three Logan Square
1717 Arch Street, Suite 3100
Philadelphia, PA 19103
Telephone: (215) 851-8100
Facsimile: (215) 851-1420
*Counsel for the
Debtor and Debtor-in-Possession*

Dated: April 28, 2026
Houston, Texas

¹ The Debtor in this case, along with the last four digits of the Debtor's federal tax identification number, is Platinum Heights, LP (4367). The location of the Debtor's corporate headquarters and the Debtor's service address is: 1917 Ashland Street, Houston, Texas 77008.

TABLE OF CONTENTS

ARTICLE I DEFINED TERMS AND RULES OF INTERPRETATION 1

ARTICLE II ADMINISTRATIVE EXPENSES AND OTHER UNCLASSIFIED CLAIMS 13

 2.1 Administrative Claims 13

 2.2 Priority Tax Claims..... 14

 2.3 Professional Fee Claims..... 15

 2.4 Post-Effective Date Fees and Expenses 15

ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS..... 15

 3.1 Classification in General..... 15

 3.2 Summary of Classification..... 16

 3.3 Treatment of Classes..... 16

 3.4 Special Provision Regarding Unimpaired Claims 18

 3.5 Subordination of Claims 19

ARTICLE IV ACCEPTANCE OR REJECTION OF THIS PLAN..... 19

 4.1 Acceptance by Class Entitled to Vote..... 19

 4.2 Presumed Acceptance of this Plan..... 19

 4.3 Deemed Rejection of this Plan..... 19

 4.4 Elimination of Classes 19

 4.5 Controversy Concerning Impairment 19

ARTICLE V MEANS FOR IMPLEMENTATION OF THIS PLAN 20

 5.1 Appointment of the Plan Administrator..... 20

 5.2 Powers and Duties of the Plan Administrator..... 20

 5.3 Plan Administrator Compensation, Expenses, and Retention of Professionals..... 21

 5.4 Exculpation; Indemnification; Insurance; Liability Limitation 21

 5.5 Establishment of Wind Down Reserve 21

 5.6 Restructuring Transactions 22

 5.7 Sources of Cash for Distributions and Operations..... 22

 5.8 Plan Funding 23

 5.9 Cancellation of Existing Securities and Agreements..... 23

 5.10 Cancellation of Corporate Existence in the Event of a Sale Transaction 23

 5.11 Authorization of Issuance of New Securities Pursuant to an Equity Transaction 24

5.12	Execution, Delivery, and Enforcement of Plan Documents Upon Equity Transaction.....	24
5.13	Intercompany Interests and Intercompany Claims	25
5.14	Sale of Debtor’s Assets Under Section 1123 of the Bankruptcy Code in the event of Sale Transaction.....	25
5.15	Corporate Action.....	26
5.16	Effectuating Documents; Further Transactions	26
5.17	Release of Liens.....	26
5.18	Estate Causes of Action	26
5.19	Exemption from Certain Transfer Taxes and Recording Fees.....	27
5.20	Further Authorization.....	27
5.21	Reservation of Rights under Assignment of Rents	27
ARTICLE VI DISTRIBUTIONS		28
6.1	Distributions Generally.....	28
6.2	No Postpetition or Default Interest on Claims.....	28
6.3	Date of Distributions.....	28
6.4	Distribution Record Date	28
6.5	Plan Administrator.....	28
6.6	Delivery of Distributions	28
6.7	Undeliverable Distributions and Unclaimed Property.....	28
6.8	Manner of Payment Under Plan.....	29
6.9	Minimum Distributions.....	29
6.10	No Distribution in Excess of Amount of Allowed Claim.....	29
6.11	Allocation of Distributions Between Principal and Interest	29
6.12	Withholding and Reporting Requirements	29
6.13	Claims Paid or Payable by Third Parties	30
ARTICLE VII PROCEDURES FOR DISPUTED CLAIMS		31
7.1	Allowance of Claims.....	31
7.2	Objections to Claims.....	31
7.3	Estimation of Claims.....	31
7.4	No Distributions Pending Allowance	32
7.5	Resolution of Claims.....	32
7.6	Disallowed Claims.....	32
ARTICLE VIII TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES		32

8.1	Assumption or Rejection of Executory Contracts and Unexpired Leases	32
8.2	Cure of Defaults Under Assumed Contracts.....	34
8.3	Claims Based on Rejection of Executory Contracts and Unexpired Leases	34
8.4	Contracts and Leases Entered into After the Petition Date.....	35
8.5	Reservation of Rights.....	35
ARTICLE IX CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN.....		35
9.1	Conditions Precedent to the Effective Date	35
9.2	Waiver of Conditions Precedent	35
9.3	Notice of Effective Date	35
ARTICLE X EFFECT OF PLAN CONFIRMATION.....		36
10.1	Binding Effect.....	36
10.2	Injunction	36
10.3	Exculpation	36
10.4	Debtor’s Releases.....	37
ARTICLE XI RETENTION OF JURISDICTION		37
11.1	Retention of Jurisdiction	37
11.2	Jurisdiction for Certain Other Agreements	40
11.3	Courts of Competent Jurisdiction	40
ARTICLE XII MISCELLANEOUS PROVISIONS		40
12.1	Payment of Statutory Fees	40
12.2	Amendment or Modification of this Plan	40
12.3	Substantial Consummation or Failure of the Effective Date to Occur Within Six Months of the Date the Confirmation Order Becomes a Final Order.....	41
12.4	Severability of Plan Provisions.....	41
12.5	Successors and Assigns.....	41
12.6	Revocation, Withdrawal, or Non-Consummation	41
12.7	Governing Law	41
12.8	Immediate Binding Effect.....	42
12.9	Entire Agreement.....	42
12.10	Notice.....	42
12.11	Votes Solicited in Good Faith.....	42
12.12	Closing of Chapter 11 Case	42
12.13	Waiver or Estoppel	43

ARTICLE I
DEFINED TERMS AND RULES OF INTERPRETATION

(a) ***Defined Terms.*** As used herein, capitalized terms shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. ***Administrative Claim*** means a Claim entitled to priority under section 503(b) (including 503(b)(3), 503(b)(4), 503(b)(9)), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims)), including (a) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estate and operating the business of the Debtor; (b) Professional Fee Claims; (c) U.S. Trustee Fees; (d) the DIP Claims; (e) any Claims that have been afforded administrative expense priority by Final Order of the Bankruptcy Court; and (f) Administrative Claims allowed under this Plan.

2. ***Administrative Claims Bar Date*** means the first Business Day that is thirty (30) days following the Effective Date, which date shall be the deadline for filing requests for payment of Administrative Claims other than (a) Professional Fee Claims (such claims are subject to the Professional Fee Claims Bar Date), (b) claims asserted under section 503(b)(9) of the Bankruptcy Code (such claims are subject to the General Bar Date), (c) U.S. Trustee Fees, (d) Administrative Claims that have been Allowed on or before the Effective Date, and (e) Administrative Claims that were already asserted in the Chapter 11 Case pursuant to a timely Proof of Claim in accordance with the Bar Date Order.

3. ***Affiliate*** means, with respect to any Person, “affiliate” as defined in section 101(2) of the Bankruptcy Code, as if such Person were a Debtor.

4. ***Allowed*** means, with respect to any Claim against the Debtor, except as otherwise provided herein, (a) a Claim that is (i) listed in the Schedules as of the Effective Date as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been timely filed and no objection has been filed by the Claims Objection Deadline, or (ii) evidenced by a valid Proof of Claim or request for payment of Administrative Claim, as applicable, filed by the applicable Bar Date, and as to which the Debtor or other parties in interest have not filed an objection to the allowance thereof by the Claims Objection Deadline, (b) a Claim that is Allowed under this Plan or any stipulation or settlement approved by, or Final Order of, the Bankruptcy Court, or (c) a Claim that is estimated under section 502(c) of the Bankruptcy Code and Allowed in such estimated amount pursuant to an order of the Bankruptcy Court for purposes of distribution; provided, however, that any Claims allowed solely for the purpose of voting to accept or reject this Plan pursuant to an order of the Bankruptcy Court will not be considered “Allowed Claims” under this Plan; provided, further, that unless expressly waived by the Plan or Confirmation Order, the Allowed amount of a Claim shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding the foregoing, a Claim shall not be Allowed and shall not be entitled to a distribution under this Plan to the extent it has been satisfied prior to the Effective Date. If a Claim is Allowed only in part, references to Allowed Claims include and are limited to the Allowed portion of such Claim. Notwithstanding anything to the contrary herein, no

Claim that is disallowed in accordance with Bankruptcy Rule 3003 or section 502(d) of the Bankruptcy Code is Allowed and each such Claim shall be expunged without further action by the Debtor and without further notice to any party or action, approval, or order of the Bankruptcy Court.

5. ***Administrative and Priority Claims Estimate*** means the amount, subject to the Secured Lender's consent (which such consent will not be unreasonably withheld), equal to the good faith estimate of the following provided to the Secured Lender prior to the Confirmation Date: (i) Administrative Claims, (ii) Cure Claims, (iii) Other Priority Claims, (iv) Other Secured Claims, (v) the Carve Out, (vi) the Wind Down Reserve, and (vii) Priority Tax Claims that the Plan Sponsor has agreed to pay in cash as of the Effective Date.

6. ***Assignment of Rents*** means that certain Assignment of Leases and Rents dated as of September 28, 2022, executed by the Debtor in favor of the Secured Lender, as the same may have been amended, restated, supplemented, or otherwise modified from time to time and which b1BANK recorded in the Official Public Records of Harris County, Texas on September 29, 2022, under number RP-2022-485950, a copy of that recorded assignment is summarized in and attached to Proof of Claim number 10-1 as Exhibit No. 4 thereto, filed on April 29, 2025, in this Chapter 11 Case, by the Secured Lender .

7. ***Assumed Contracts*** means those Executory Contracts and Unexpired Leases to be assumed by the Debtor and assigned to the Plan Sponsor pursuant to this Plan.

8. ***Avoidance and Other Actions*** means any and all actual or potential avoidance, recovery, subordination, Causes of Action, Claims, or other actions or remedies that may be brought by and on behalf of the Debtor or its Estate under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies arising under sections 510 and 541–553 of the Bankruptcy Code, regardless of whether or not such action has been commenced prior to the Effective Date.

9. ***Ballot*** means each of the ballot forms distributed to each Holder of a Claim or Interest that is entitled to vote to accept or reject this Plan and on which the Holder is to indicate, among other things, acceptance or rejection of this Plan.

10. ***Bankruptcy Code*** means title 11 of the United States Code, as now in effect or hereafter amended, to the extent such amendments apply to the Chapter 11 Case.

11. ***Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of Texas, Houston Division and, to the extent of any withdrawal of reference under section 157 of title 28 of the United States Code, the United States District Court for the Southern District of Texas.

12. ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Case, and the general, local, and chamber rules of the Bankruptcy Court, as now in effect or hereafter amended.

13. ***Bar Date*** means, as applicable: (a) the General Bar Date; (b) the later of (i) the General Bar Date and (ii) 5:00 p.m. (prevailing Central Time) on the date that is thirty (30)

days after entry of a Bankruptcy Court order pursuant to which Executory Contracts or Unexpired Leases are rejected for Claims arising from such rejected agreements; (c) the later of (i) the General Bar Date and (ii) 5:00 p.m. (prevailing Central Time) on the date that is thirty (30) days after the date that notice of any applicable amendment or supplement to the Schedules is served on a claimant for those Claims affected by any such amendment or supplement to the Schedules; (d) 5:00 p.m. (prevailing Central Time) on August 19, 2025 for Governmental Units; (e) the Administrative Claims Bar Date; and (f) the Professional Fee Claims Bar Date.

14. **Bar Date Order** means the *Order (I) Setting Bar Dates for Filing Proofs of Claim, (II) Setting the Governmental Bar Date, (III) Approving the Form of Proofs of Claim and the Manner of Filing, (IV) Approving Notice of Bar Dates, and (V) Granting Related Relief* [Dkt No. 100].

15. **Bid Procedures Order** means the *Order (I) Approving Bidding Procedures in Connection with the Plan Sponsor Selection, (II) Authorizing Stalking Horse Selection, (III) Scheduling an Auction, and (IV) Granting Related Relief* [Dkt No. 270]

16. **Business Day** means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

17. **Carve Out** means the amount that the Secured Lender agreed as a deduction from the Net Sale Proceeds for the benefit of Professional Fees Claims as set forth in Exhibit 1 to the Cash Collateral Order.

18. **Cash** means legal tender of the United States of America and equivalents thereof.

19. **Cash Collateral Order** means the *Final Order Approving Second Emergency Motion (I) Authorizing Continued Postpetition Use of Cash Collateral, Granting Adequate Protection to the Secured Lender, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* [Dkt No. 267].

20. **Cause of Action** means, without limitation, any and all claims, causes of action, proceeding, agreement, Claim, cause of action, controversy, demand, debt, right, action, Avoidance and Other Actions, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, injury, remedy defense, offset, power, privilege, recoupment, cross-claim, counterclaim, third-party claim or action, indemnity claim, contribution claim, or any other claim, known or unknown, contingent or non- contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, accrued or to accrue, foreseen or unforeseen, whether assertable directly or derivatively, whether pending in litigation or otherwise, 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.

21. **Chapter 11 Case** means the above captioned case under chapter 11 of the Bankruptcy Code commenced by the Debtor in the Bankruptcy Court from the Petition Date through the Effective Date.

22. **Claim** means a “claim” as defined in section 101(5) of the Bankruptcy Code.

23. **Claims Objection Deadline** means for all Claims, the latest of: (a) 180 days after the Effective Date, subject to extension by order of the Bankruptcy Court; (b) 60 days after the filing of a Proof of Claim or request for payment of Administrative Claims for such Claim; and (c) such other objection deadline as may be specifically fixed by this Plan, the Confirmation Order, the Bankruptcy Rules, or a Final Order.

24. **Class** means a category of Claims or Interests, as described in Article III.

25. **Confirmation Date** means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

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

27. **Confirmation** means confirmation of this Plan by the Bankruptcy Court under section 1129 of the Bankruptcy Code.

28. **Confirmation Order** means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, providing final approval of the Disclosure Statement as providing “adequate information” within the meaning of section 1125(a) of the Bankruptcy Code and establishing certain dates, deadlines, and procedures related to Confirmation of this Plan.

29. **Cure Amount** means all costs required of the Debtor to cure any and all monetary defaults, including pecuniary losses, under an Assumed Contract pursuant to section 365 of the Bankruptcy Code, which shall be set forth in the Schedule of Assumed Executory Contracts and Unexpired Leases or such other notice pursuant to the Solicitation Order.

30. **Debtor** means Platinum Heights, LP.

31. **Debtor Guaranty** means that certain Guaranty of Payment made by the Debtor in favor of REILS dated as of December 20, 2022.

32. **Definitive Documents** means all documents, instruments, deeds, notifications, agreements, and filings related to documentation, implementation, and consummation of the Sale Transaction, including, without limitation: (a) this Plan (including all exhibits and supplements thereto); (b) the Disclosure Statement; (c) the Confirmation Order and pleadings in support of entry of the Confirmation Order; (d) the motion for approval of the Debtor’s solicitation procedure; (e) the Solicitation Order; and (f) all other material documents necessary or customarily required to consummate the Restructuring Transaction and in the case of all such documents described in clauses (a) through (f) consistent in all respects with all other terms and provisions of this Plan, and, except as otherwise set forth herein.

33. **DIP Claim** means any Claim in respect of the obligations of the Debtor pursuant to the DIP Documents, including all interest, fees, and other expenses owing under the DIP Documents and in accordance therewith, held by, or otherwise owing to the DIP Lender.

34. **DIP Documents** means, collectively, the documents governing the DIP Facility provided to the Debtor by the DIP Lender.

35. **DIP Facility** means, collectively the postpetition debtor in possession financing facilities of the Debtor approved pursuant to the DIP Order by the Bankruptcy Court.

36. **DIP Lender** means the lender, Dr. Baig, under the DIP Documents and any successors and permitted assigns.

37. **DIP Order** means, as applicable, the interim or final orders entered by the Bankruptcy Court at Docket Numbers 29, 73 and 117 approving the DIP Facility and authorizing entry into the DIP Documents.

38. **Disallowed** means all or such part of a Claim (a) that is disallowed under this Plan, by a Final Order of the Bankruptcy Court or other court of competent jurisdiction, or pursuant to a settlement or stipulation pursuant to the authority of the Debtor or the Plan Administrator; (b) is listed on the Schedules as zero or as contingent, disputed or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely filed under applicable law or the Plan; (c) is not listed on the Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or otherwise deemed timely filed under applicable law or the Plan; (d) has been withdrawn by agreement of the Debtor and the Holder thereof; or (e) has been withdrawn by the Holder thereof.

39. **Disclosure Statement** means the disclosure statement for this Plan (including all exhibits and schedules thereto) as amended, modified, or supplemented from time to time, and distributed contemporaneously herewith.

40. **Disputed Claim** means (a) any Claim as to which the Debtor, the Plan Administrator or other party in interest have interposed an objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any Claim otherwise disputed by the Debtor, Plan Administrator, or other party in interest in accordance with applicable law, which objection has not been withdrawn or determined by a Final Order; (b) any Claim scheduled by the Debtor as contingent, unliquidated, or disputed; (c) any Claim which amends a claim scheduled by the Debtor as contingent, unliquidated, or disputed; or (d) any Claim prior to it having become an Allowed Claim.

41. **Distribution Date** means a date or dates, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a distribution to Holders of Allowed Claims.

42. ***Distribution Motion*** means a motion of the Debtor or the Plan Administrator, as applicable, requesting authority from the Bankruptcy Court to distribute the Restructuring Proceeds in accordance with this Plan.

43. ***Distribution Order*** means an order of the Bankruptcy Court resolving the Distribution Motion.

44. ***Distribution Record Date*** means the date for determining which Holders of Claims are eligible to receive distributions under this Plan, which date shall be the Confirmation Date or such other date as designated in a Final Order of the Bankruptcy Court.

45. ***Dr. Baig*** means Dr. Mirza Baig, individually.

46. ***Effective Date*** means the date that is a Business Day, on which (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article IX of the Plan have become satisfied or waived in accordance with the Plan; and (c) the Plan is declared effective. Without limiting the foregoing, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

47. ***Entity*** means “entity” as defined in section 101(15) of the Bankruptcy Code.

48. ***Equity Transaction*** means the issuance of ownership interests in the Reorganized Debtor, including under 11 U.S.C. § 1123(a)(5)(J).

49. ***Escrow Agent*** means Epiq Corporate Restructuring LLC.

50. ***Estate*** means the estate of the Debtor created under section 541 of the Bankruptcy Code.

51. ***Estate Causes of Action*** means, individually and collectively, a Cause of Action that is property of the Estate as of the Effective Date.

52. ***Excess Net Transaction Proceeds*** shall have the meaning provided in the Net Transaction Proceeds definition.

53. ***Exculpated Party*** means the Debtor.

54. ***Executory Contract*** means a contract to which the Debtor is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

55. ***Exhibit*** means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement, as amended, modified, or supplemented from time to time.

56. ***Existing Equity Interests*** means all existing membership Interests in the Debtor as of the Petition Date.

57. ***Final Order*** means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, and as to which order or judgment (or any

reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, or request re-argument or further review or rehearing has expired and no appeal, petition for certiorari, or request for re-argument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for re-argument, further review, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal, petition for certiorari, or request for re-argument, further review, or rehearing has been or can be taken or granted.

58. **General Bar Date** means May 28, 2025 at 5:00 p.m. (prevailing Central Time), the date by which each Holder of a Claim against the Debtor must file a Proof of Claim unless such Claim falls within one of the exceptions set forth in the Bar Date Order.

59. **General Unsecured Claim** means any Claim against the Debtor, held by a creditor that furnished goods or services to the Debtor and excluding any Administrative Claims, DIP Claims, Professional Fee Claims, U.S. Trustee Fees, Priority Tax Claims, or Other Priority Claims as of the Petition Date that is neither secured by collateral nor entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

60. **Good Faith Deposit** means the \$2.75 million deposit submitted by the Plan Sponsor with Escrow Agent in connection with the Restructuring Transaction.

61. **Governmental Unit** has the meaning set forth in section 101(27) of the Bankruptcy Code.

62. **Guarantor** means the guaranty of any individual or entity, individually or collectively, of payment of Rents (as defined in the Assignment of Rents).

63. **Guaranty** means that certain Guaranty dated as of October 1, 2021, executed by any Guarantor in favor of the Debtor, guaranteeing certain obligations of NHHH in connection with the lease agreement between the Debtor and NHHH under which the Guaranty is attached.

64. **Holder** means a holder of a Claim or Interest, as applicable.

65. **Hospital Real Property** means all the real property and its improvements as more specifically described in the Mortgage.

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

67. **Intercompany Claim** means any and all of the Debtor's Claims against an Affiliate.

68. **Interest** means any equity security, including a limited liability company membership interest, as defined in section 101(16) of the Bankruptcy Code, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtor, together with any

warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto.

69. **IRS** means the Internal Revenue Service.

70. **Late Filed Claim** means any Claim that was filed after the Bar Date, unless the Court has entered an Order that deems such Late Filed Claim as a timely filed Claim.

71. **Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

72. **Loan Documents** means, collectively, the documents that the Secured Lender filed with its proof of claim, including the Commercial Loan Agreement, the Promissory Note, Deed of Trust, and the Assignment of Rents.

73. **Mortgage** means the mortgage security interest on the Hospital Real Property provided to Secured Lender as attached to the Secured Lender Claim.

74. **Net Transaction Proceeds** means the amount equal to the difference between the Restructuring Proceeds and the Administrative and Priority Claims Estimate. If such amount exceeds the sum of: (i) the Administrative and Priority Claims Estimate; (ii) Allowed Secured Lender Claims, and (iii) any Other Secured Claim, if any, then such excess portion of the Net Transaction Proceeds amount shall be the “Excess Net Transaction Proceeds.”

75. **New Securities** means interests in the Reorganized Debtor issued pursuant to this Plan and the Confirmation Order.

76. **NHSH** means North Houston Surgical Hospital LLC.

77. **Other Priority Claim** means any Claim against the Debtor accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim, DIP Claim, or Priority Tax Claim.

78. **Other Secured Claim** means any Secured Claim other than the Secured Lender Claim.

79. **Payment in Full** means satisfaction of a Claim of a Holder, including any portion of the Claim consisting of Allowed interest, fees or charges as permitted by the Bankruptcy Code and applicable law.

80. **Person** means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, committee, or other entity.

81. **Petition Date** means February 20, 2025.

82. **Plan** means this chapter 11 plan of reorganization, including the Exhibits and all supplements, appendices, and schedules hereto, either in its current form or as the same may be altered, amended, supplemented, or modified from time to time.

83. **Plan Administrator** means an entity designated by the Debtor in the Plan Supplement, in its capacity as a plan administrator under this Plan, pursuant to the terms of the Plan Administrator Agreement.

84. **Plan Administrator Agreement** means the agreement between the Debtor and the Plan Administrator setting forth, among other things, the Plan Administrator's responsibilities and duties, substantially in the form included in the Plan Supplement.

85. **Plan Funding** means the Restructuring Proceeds.

86. **Plan Sponsor** means the Entity selected as the Plan Sponsor pursuant to the Bid Procedures Order.

87. **Plan Sponsor Agreement** means the agreement governing the terms of the Restructuring Transaction with the Plan Sponsor.

88. **Plan Supplement** means any supplement to this Plan, and the compilation of documents, forms of documents, and Exhibits to this Plan, as amended, modified, or supplemented from time to time, initial drafts of which shall be filed by the Debtor seven (7) days prior to the voting deadline.

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

90. **Pro Rata Share** means the proportion that an Allowed Claim or Interest, as applicable, in a particular Class or Classes bears to the aggregate amount of Allowed Claims within such Class or Classes.

91. **Professional** means any Entity employed in this Chapter 11 Case pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 363 of the Bankruptcy Code or otherwise.

92. **Professional Fee Claim** means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered (including transaction fees and success fees) or reimbursement of expenses incurred after the Petition Date and prior to and including the Effective Date, under sections 328, 330, 331 or 503(b)(2) of the Bankruptcy Code, as applicable.

93. **Professional Fee Claims Bar Date** means the deadline for filing all applications for Professional Fee Claims on a final basis, which shall be forty-five (45) days after the Effective Date.

94. **Proof of Claim** means a written proof of Claim filed against the Debtor in the Chapter 11 Case.

95. **Purchased Assets** means substantially all of the Debtor's assets, including the Hospital Real Property.

96. **REILS** means collectively REILS Finance SPV Inc.; REILS Holdings LLC; and REILS Manager LLC.

97. **Related Parties** means, subject to any exclusions expressly set forth in the Plan, (a) any Entity or Person; (b) such Entity's or Person's predecessors, predecessors in interest, successors and assigns, parents, owners, subsidiaries, affiliates, affiliated investment funds or investment vehicles, managed or advised accounts, funds, or other entities, and investment advisors, sub-advisors, or managers; (c) with respect to each of the foregoing in clauses (a) and (b), such Entity's or Person's respective current and former officers, directors, principals, equity holders (regardless of whether such interests are held directly or indirectly, and any fund managers, fiduciaries, or other agents with any involvement related to the Debtor), members, partners, employees, agents, sub-agents, trustees, advisory board members, financial advisors, attorneys, accountants, actuaries, managers, investment managers, investment bankers, consultants, representatives, management companies, fund advisors and other professionals; and (d) with respect to each of the foregoing in clauses (a)–(c), such Entity's or Person's respective heirs, executors, estates, servants, and nominees.

98. **Released Parties** means each of the following, solely in its capacity as such: (a) Plan Sponsor and (b) the DIP Lender and with respect to each of the foregoing, each of their Related Parties, but only in their capacity as such.

99. **Remaining Assets** means any asset of the Estate that is not a Purchased Asset under the Plan Sponsor Agreement.

100. **Reorganized Debtor** means in the event of an Equity Transaction, Platinum Heights, LP on and after the Effective Date.

101. **Reorganized Debtor Limited Partnership Agreement** means the limited partnership agreement for the Reorganized Debtor that may be executed in connection with the Equity Transaction.

102. **Restructuring Proceeds** means the Cash consideration paid by the Plan Sponsor in connection with the Restructuring Transaction.

103. **Restructuring Transaction** means the Equity Transaction, the Sale Transaction or a combination of both.

104. **Sale Transaction** means the sale(s), transfer, or conveyance of the Purchased Assets to the Plan Sponsor if such transaction is contemplated in the Plan Sponsor Agreement.

105. **Schedule of Assumed Executory Contracts and Unexpired Leases** means any schedule (including any amendments or modifications thereto) of certain Executory Contracts and Unexpired Leases to be assumed or assumed and assigned by the Debtor, with the prior consent of the Plan Sponsor, pursuant to this Plan, as may be amended from time to time prior to the Confirmation Date.

106. **Schedules** means, collectively, the schedules of assets and liabilities and statements of financial affairs filed by the Debtor [Dkt Nos. 59-63, 133] pursuant to section 521 of the Bankruptcy Code and the Bankruptcy Rules, as the same may be amended, supplemented, or modified from time to time.

107. **SEC** means the United States Securities and Exchange Commission.

108. **Section 510(b) Claim** means any Claim against any Debtor arising from rescission of a purchase or sale of a security of the Debtor or an Affiliate of the Debtor, for damages arising from the purchase or sale of such security, or for reimbursement or contribution Allowed under section 502 of the Bankruptcy Code on account of such a Claim.

109. **Secured Claim** means a Claim against the Debtor (other than Administrative Claims, DIP Claims, Priority Tax Claims, Other Priority Claims or Intercompany Claims), that is secured by a valid Lien under applicable non-bankruptcy law on property in which the Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) or 1129(b) of the Bankruptcy Code or, in the case of setoff, pursuant to section 553 of the Bankruptcy Code. For the avoidance of doubt, the Secured Lender Claim is deemed to be a Secured Claim.

110. **Secured Lender** means b1Bank.

111. **Secured Lender Claim** means the Secured Claim of the Secured Lender set forth in Proof of Claim number 10-1, filed on April 29, 2025, in this Chapter 11 Case. This Secured Claim is deemed Allowed in the amount of \$26,700,000.00 under the terms of this Plan, including but not limited to Article III, Section 3.3(b)(ii) (occasionally referred to herein as the "Allowed Secured Lender Claim").

112. **Secured Lender Deficiency Claim** means any portion of the Secured Lender Claim exceeding the value of the Secured Lender's collateral, which for the avoidance of doubt shall be treated as a General Unsecured Claim.

113. **Securities Act** means the Securities Act of 1933, 15 U.S.C. §§ 77a- 77aa, as now in effect or hereafter amended.

114. **Solicitation Order** means one or more orders of the Bankruptcy Court approving the Disclosure Statement on a conditional basis as providing "adequate information" within the meaning of section 1125(a) of the Bankruptcy Code and establishing certain dates, deadlines, and procedures related to Confirmation of this Plan.

115. **Subordinated Claims** means any (i) Late Filed Claim and (ii) Claim that is subordinated under section 510 of the Bankruptcy Code, including any Section 510(b) Claim.

116. **Successful Bid** means the bid(s) selected by the Debtor pursuant to the Bidding Procedures Order and as defined therein.

117. ***Unexpired Lease*** means a lease that the Debtor is a party to and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

118. ***Unimpaired*** means a Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

119. ***U.S. Trustee*** means the Office of the United States Trustee for the Southern District of Texas.

120. ***U.S. Trustee Fees*** means all fees, interest, and charges assessed against the Estate by the U.S. Trustee pursuant to 28 U.S.C. § 1930 and 31 U.S.C. § 3717.

121. ***Wind Down Reserve*** means the amount that the Debtor and its advisors, and subject to the reasonable consent of the Secured Lender, which may be amended from time to time following the Effective Date by the Plan Administrator and which shall estimate the funds necessary to administer the Plan and wind down the Debtors' affairs, if applicable, including, but not limited to, the costs of holding and liquidating the Estate's remaining property, objecting to Claims, paying the fees and expenses of the Plan Administrator's professionals, making distributions, or costs against the Estate, paying taxes, and filing tax returns, funding payroll, and for all such items and other costs of administering the Plan, the Estate, and winding down the Debtor, if applicable.

(b) ***Rules of Interpretation.*** For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified, or supplemented pursuant to this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that Person's or Entity's successors and assigns; (e) all references in this Plan to Sections and Articles are references to Sections and Articles of or to this Plan; (f) the words "herein," "hereunder," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, certificates of incorporation, by-laws, instrument, release, or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) "including" and "include" means "including without limitation" and "include without limitation", respectively; and (k) with reference to any distribution under this Plan, "on" a date means on or as soon as reasonably practicable after that date.

(c) **Computation of Time.** In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006(a) shall apply.

(d) **Exhibits.** All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court. Holders of Claims and Interests may obtain a copy of the Exhibits upon written request to the Debtor. Upon their filing, the Exhibits may be inspected (a) in the office of the clerk of the Bankruptcy Court or its designee during normal business hours; or (b) on the Bankruptcy Court's website at <https://www.txs.uscourts.gov/page/bankruptcy-court> (registration required). The documents contained in the Exhibits shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

(e) **Controlling Document.** In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of this Plan shall control in all respects. In the event of an inconsistency between this Plan and any document included in the Plan Supplement, the terms of the document in the Plan Supplement shall control (unless stated otherwise in such document or in the Confirmation Order). In the event of an inconsistency between the Confirmation Order and this Plan, the Confirmation Order shall control.

ARTICLE II

ADMINISTRATIVE EXPENSES AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including, Professional Fee Claims and U.S. Trustee Fees), DIP Claims, and Priority Tax Claims are not classified and are not entitled to vote on this Plan.

2.1 *Administrative Claims.*

(a) Except with respect to Professional Fee Claims, unless the Holder of an Allowed Administrative Claim agrees to less favorable treatment of such Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date, (ii) the date on which an Administrative Claim becomes an Allowed Administrative Claim, or (iii) the date on which an Allowed Administrative Claim becomes payable under any agreement relating thereto, (x) each Holder of an Allowed Administrative Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Administrative Claim, Cash equal to the unpaid portion of such Allowed Administrative Claim, or (y) the Debtor or Plan Administrator, as applicable, shall reserve from the Restructuring Proceeds the amount the Debtor estimates is necessary to pay Allowed Administrative Claims, with the consent of the Secured Lender, which consent shall not be unreasonably withheld, taking into consideration amounts that any Holder of an Administrative Claim has agreed to reduce in connection with the Restructuring Transaction.

(b) To the extent not already asserted in the Chapter 11 Case pursuant to a timely filed Proof of Claim in accordance with the Bar Date Order, all requests for allowance and payment of Administrative Claims (other than (i) Professional Fee Claims (such claims are subject

to the Professional Fee Claims Bar Date), (ii) Claims asserted under section 503(b)(9) of the Bankruptcy Code (such Claims are subject to the General Bar Date), (iii) U.S. Trustee Fees, (iv) Administrative Claims that have been Allowed on or before the Effective Date, and (v) Administrative Claims that were already asserted in the Chapter 11 Case pursuant to a timely Proof of Claim in accordance with the Bar Date Order), must be filed and served on the Debtor or, after the Effective Date, the Plan Administrator, and its counsel, so as to actually be received on or before the Administrative Claims Bar Date. The notice of the occurrence of the Effective Date shall set forth the Administrative Claims Bar Date and shall constitute notice thereof. For the avoidance of doubt, Holders of Administrative Claims based on liabilities incurred by the Debtor in the ordinary course of business after the Petition Date must file and serve a request for payment of such Administrative Claim by the applicable Administrative Claims Bar Date.

(c) After notice and a hearing, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, a Final Order.

(d) Holders of Administrative Claims (other than (i) Professional Fee Claims, (ii) Claims asserted under section 503(b)(9) of the Bankruptcy Code, (iii) U.S. Trustee Fees, (iv) Administrative Claims that have been Allowed on or before the Effective Date, (v) the DIP Claim, and (vi) Administrative Claims that were already asserted in the Chapter 11 Case pursuant to a timely filed Proof of Claim in accordance with the Bar Date Order), that do not file and serve a request for allowance and payment of an Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting Administrative Claims against the Debtor, Plan Administrator, the Estate, or their assets and properties, and any Administrative Claims shall be deemed Disallowed as of the Effective Date without the need for any notices, objection, or other action from the Debtor or the Plan Administrator, as applicable, or any action or approval of the Bankruptcy Court.

2.2 *Priority Tax Claims.* Unless the Holder of an Allowed Priority Tax Claim agrees to less favorable treatment of such Claim, each Holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Priority Tax Claims, either (a) payment in full in Cash, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim, and (iii) the date such Allowed Priority Tax Claim becomes payable under applicable non-bankruptcy law, (b) payment upon such other terms as agreed between the Plan Sponsor and each Holder of such Allowed Priority Tax Claim, or (c) installment payments in Cash over a period ending not later than five (5) years after the Petition Date consistent with section 1129(a)(9)(C) of the Bankruptcy Code. The Debtor or Plan Administrator, as applicable, shall be authorized to pay Priority Tax Claims from the Good Faith Deposit with the consent of the Plan Sponsor without the necessity of authorization under the Distribution Order. This Plan shall constitute a motion by the Debtor under section 364(d) of the Bankruptcy Code to borrow against the Good Faith Deposit to pay Priority Tax Claims and grant a priming lien to the Plan Sponsor with the Secured Lender's consent. For the avoidance of doubt, payment of the Priority Tax Claims shall include payment of the secured real property ad valorem taxes of the City of Houston, Houston City College, and Houston Independent School District with respect to the Hospital Real Property.

2.3 Professional Fee Claims.

(a) All applications for allowance and payment of Professional Fee Claims by Professionals for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed on or before the Professional Fee Claims Bar Date. If an application for a Professional Fee Claim is not filed by the Professional Fee Claims Bar Date, such Professional Fee Claim shall be deemed waived, and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The notice of the occurrence of the Effective Date shall set forth the Professional Fee Claims Bar Date and shall constitute notice thereof. Objections to any Professional Fee Claims must be filed and served on the Plan Administrator and the requesting Professional, no later than twenty-one (21) days after service of the applicable final application for allowance and payment of Professional Fee Claims.

(b) Unless otherwise agreed to (i) by the Debtor and the Professional prior to the Effective Date or (ii) by the Plan Administrator and the Professional after the Effective Date, the amount of Professional Fee Claims owing to such Professional that are Allowed by Final Order shall be paid in full in Cash by the Plan Administrator as soon as reasonably practicable after its Professional Fee Claims are Allowed by order of the Bankruptcy Court, (x) *first*, by application of any retainer monies held by such Professional, and (y) *second*, once such retainer balance is exhausted, the Plan Administrator shall pay such Professional the remaining balance of its Allowed Professional Fee Claim in Cash. Notwithstanding the foregoing, the Distribution Order shall set forth the timing and amount that shall be paid to Professionals on account of Professional Fee Claims, unless the Court orders otherwise.

2.4 Post-Effective Date Fees and Expenses. Except as otherwise specifically provided in this Plan, from and after the Effective Date, the Plan Administrator shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to this Chapter 11 Case that are incurred after the Effective Date. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention of compensation for services rendered after such date shall terminate, and the Plan Administrator may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court; provided, that, a Professional must enter into a new engagement agreement with the Plan Administrator in order to be compensated for services rendered after the Effective Date.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 Classification in General. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtor. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent

that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

3.2 Summary of Classification. The following table designates the Classes of Claims against and Interests in the Debtor and specifies which of those Classes are (a) Impaired or Unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed or deemed to accept or reject this Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in this Section 3.2.

Class	Designation	Impairment	Entitled to Vote
Class 1	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 2	Secured Lender Claims	Impaired	Yes
Class 3	Other Secured Claims	Impaired	Yes
Class 4	General Unsecured Claims	Impaired	Yes
Class 5	Subordinated Claims	Impaired	Yes
Class 6	Existing Equity Interests	Impaired	No (Deemed to Reject)

3.3 Treatment of Classes.

(a) Class 1 – Other Priority Claims

(i) *Claims in Class:* Class 1 consists of all Other Priority Claims against the Debtor.

(ii) *Treatment:* Unless the Holder of an Allowed Other Priority Claim agrees to less favorable treatment of such Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Other Priority Claim Cash in an amount equal to the Allowed amount of such Allowed Other Priority Claim as soon as reasonably practicable after the latest of (A) the Effective Date, (B) the date that such Claim becomes an Allowed Other Priority Claim, and (C) a date agreed to by the Plan Administrator and the Holder of such Allowed Other Priority Claim.

(iii) *Voting:* Claims in Class 1 are Unimpaired, and Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan

pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Other Priority Claims are not entitled to vote to accept or reject this Plan.

(b) Class 2 – Secured Lender Claim

(i) *Claims in Class:* Class 2 consists of the Secured Lender Claim against the Debtor.

(ii) *Treatment:* Unless the Holder of an Allowed Secured Lender Claim agrees to less favorable treatment of such Claim, each Holder of an Allowed Secured Lender Claim, shall receive the following, up to the amount of the Allowed Secured Lender Claim, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Secured Lender Claim: (a) upon entry of the Distribution Order, subject to the Carve Out, the Net Transaction Proceeds, and (b) in accord with and subject to Section 5.21 of the Plan, any assets or proceeds, if any, attributable to or derived from the administration or liquidation of any Remaining Assets subject to a Secured Claim of Secured Lender.

(iii) *Voting:* Claims in Class 2 are Impaired, and Holders of Allowed Secured Lender Claims are entitled to vote to accept or reject the Plan.

(c) Class 3 – Other Secured Claims

(i) *Claims in Class:* Class 3 consists of all Other Secured Claims against the Debtor.

(ii) *Treatment:* Unless the Holder of an Allowed Other Secured Claim agrees to less favorable treatment of such Claim, each Holder of an Allowed Other Secured Claim shall receive in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Allowed Other Secured Claim, payment, as provided in the Distribution Order, in Cash from available Net Transaction Proceeds after the Secured Lender Claim receives the full treatment afforded to the Secured Lender in Class 2, up to the Allowed amount of such Other Secured Claim.

(iii) *Voting:* Claims in Class 3 are Impaired, and Holders of Allowed Other Secured Claims are entitled to vote to accept or reject the Plan.

(d) Class 4 – General Unsecured Claims

(i) *Claims in Class:* Class 4 consists of all General Unsecured Claims against the Debtor.

(ii) *Treatment:* Unless the Holder of a General Unsecured Claim agrees to less favorable treatment of such Claim, each such Holder of a General Unsecured Claim shall receive in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim, its Pro Rata Share of the Excess

Net Transaction Proceeds as provided in the Distribution Order. In the event there are no Excess Net Transaction Proceeds, Holders of General Unsecured Claims will not receive any Distributions under the Plan.

(iii) *Voting*: Claims in Class 4 are Impaired, and Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, if there are no Excess Net Transaction Proceeds, Holders of General Unsecured Claims will be Impaired and conclusively deemed to have rejected the Plan pursuant to section 1126(g) and will not be entitled to vote to accept or reject the Plan.

(e) Class 5 – Subordinated Claims

(i) *Claims in Class*: Class 5 consists of all Subordinated Claims against the Debtor.

(ii) *Treatment*: Unless the Holder of a Subordinated Claim agrees to less favorable treatment of such Claim, each such Holder of a Subordinated Claim shall receive, as provided in the Distribution Order, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for such Claim its Pro Rata Share of the Excess Net Transaction Proceeds after Payment in Full of Claims in all other classes under this Plan.

(iii) *Voting*: Claims in Class 5 are Impaired, and Holders of Allowed Subordinated Claims are entitled to vote to accept or reject the Plan. Notwithstanding the foregoing, if there are no Excess Net Transaction Proceeds after Payment in Full of Claims in all other classes under the Plan, Holders of Subordinated Claims will be Impaired and conclusively deemed to have rejected the Plan pursuant to section 1126(g) and will not be entitled to vote to accept or reject the Plan.

(f) Class 6 – Existing Equity Interests

(i) *Interests in Class*: Class 6 consists of Existing Equity Interests.

(ii) *Treatment*: On the Effective Date, each Allowed Existing Equity Interest shall be discharged, cancelled, released, and extinguished, without any distributions to Holders.

(iii) *Voting*: Interests in Class 6 are Impaired. Each Holder of an Existing Equity Interest is conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Existing Equity Interests are not entitled to vote to accept or reject this Plan.

3.4 Special Provision Regarding Unimpaired Claims. Except as otherwise provided in this Plan, nothing shall affect the Debtor or the Plan Administrator's rights and defenses, legal and equitable, with respect to any Unimpaired Claims, including but not limited to all rights with respect to legal and equitable defenses to setoffs against or recoupments of Unimpaired Claims.

3.5 Subordination of Claims. Except as expressly provided herein, the Allowance, classification, and treatment of all Allowed Claims and Interests take into account and conform to the relative priority and rights of the Claims and 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. Pursuant to section 510 of the Bankruptcy Code, the Debtor and Plan Administrator reserve the right to classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto, with such Allowed Claim to be treated under Class 5 of this Plan.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THIS PLAN

4.1 Acceptance by Class Entitled to Vote. Classes 2–5 are the Classes of Claims of the Debtor that are entitled to vote to accept or reject this Plan. Classes 2–5 shall have accepted this Plan if (a) the Holders of at least two-thirds in amount of the Allowed Claims actually voting in each Class have voted to accept this Plan and (b) the Holders of more than one-half in number of the Allowed Claims actually voting in each Class have voted to accept this Plan, not counting the vote of any Holder designated under section 1126(e) of the Bankruptcy Code. If there are no votes cast in a particular Class that is entitled to vote on this Plan, then this Plan shall be deemed accepted by such Class.

4.2 Presumed Acceptance of this Plan. Class 1 is Unimpaired. Therefore, holders of Claims in Class 1 are presumed to have accepted this Plan by operation of law and are not entitled to vote to accept or reject this Plan.

4.3 Deemed Rejection of this Plan. Class 6 is fully Impaired and will receive no recovery under this Plan. Therefore, holders of Interests in Class 6 are deemed to have rejected this Plan by operation of law and are not entitled to vote to accept or reject this Plan.

4.4 Elimination of Classes. To the extent applicable, any Class that does not contain any Allowed Claims or any Claims temporarily allowed for voting purposes under Bankruptcy Rule 3018, as of the date of the commencement of the Confirmation Hearing, shall be deemed to have been deleted from this Plan for purposes of (a) voting to accept or reject this Plan and (b) determining whether it has accepted or rejected this Plan under section 1129(a)(8) of the Bankruptcy Code.

4.5 Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Interests or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE V

MEANS FOR IMPLEMENTATION OF THIS PLAN

5.1 *Appointment of the Plan Administrator*

(a) On the Effective Date, the Plan Administrator shall be deemed the Estate's representative in accordance with section 1123 of the Bankruptcy Code and shall have all powers, authority, and responsibilities specified in the Plan, including, without limitation, the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code.

(b) On the Effective Date, the authority, power, and incumbency of the persons acting as directors and officers of the Debtor shall be deemed to have resigned, solely in their capacities as such. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtor in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same).

5.2 *Powers and Duties of the Plan Administrator.* The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and wind down the Debtor's affairs, including:

(a) liquidating, receiving, holding, and investing, supervising, and protecting any remaining assets of the Debtor after the Effective Date;

(b) executing and delivering all documents and taking all actions necessary to consummate the Plan and wind up the Debtor's affairs;

(c) making distributions to holders of Allowed Claims as contemplated by the Plan;

(d) establishing and maintaining bank accounts in the name of the Debtor for the winding up of the Debtor's affairs;

(e) subject to the terms of this Plan, employing, retaining, terminating or replacing professionals to represent it with respect to its responsibilities or otherwise winding up the Debtor's affairs;

(f) preparing and filing tax returns and related forms and filings on behalf of the Debtor, protesting or appealing any tax assessment, applying for or otherwise pursuing any Claim for any tax refund, rebate, or reduction, seeking a determination of tax liability under section 505 of the Bankruptcy Code or otherwise, and paying, or causing to be paid any taxes incurred by the Debtor before or after the Effective Date that are validly Allowed Claims;

(g) compromising or settling any Claims or Interests or transferring, relinquishing, assigning, or otherwise disposing of any asset of the Debtor without further approval of the Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules;

(h) prosecuting, compromising or settling any Estate Causes of Action as set forth in Section 5.18 in this Plan, or the Plan Administrator Agreement;

(i) coordinating the storage and maintenance of the Debtor's books and records;

(j) paying fees owed to the Office of the U.S. Trustee in accordance with applicable law and file reports to show the calculation of such fees for the Estate until the Chapter 11 Case is closed under section 350 of the Bankruptcy Code; and

(k) exercising such other powers as may be vested in it pursuant to an order of the Court or the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

5.3 *Plan Administrator Compensation, Expenses, and Retention of Professionals*

(a) The Plan Administrator's compensation will be set forth in the Plan Administrator Agreement. The fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to or action, order, or approval of the Court in Cash from the Wind Down Reserve.

(b) The Plan Administrator shall have the sole right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties or otherwise to represent and wind down the affairs of the Debtor after the Effective Date. The reasonable fees and expenses of such professionals shall be paid without any further notice to or action, order, or approval of the Court in Cash from the Wind Down Reserve.

5.4 *Exculpation; Indemnification; Insurance; Liability Limitation.* The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Debtor and its Estate. The Plan Administrator may rely upon written information generated by the Debtor. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtor or its Estate.

5.5 *Establishment of Wind Down Reserve.* On or before the Effective Date, the Debtor shall establish the Wind Down Reserve and such Wind Down Reserve shall be funded from the Debtor's Cash on hand, the Restructuring Proceeds, or Remaining Assets. At any point after the Effective Date, to the extent that any funds remain in the Wind Down Reserve after payment of all fees and costs to be paid from the Wind Down Reserve pursuant to the Plan, such excess funds shall be distributed according to the terms of this Plan.

5.6 Restructuring Transactions

The transactions contemplated in this Plan and the consideration received in connection therewith, shall be structured in a manner that (i) minimizes any current taxes payable as a result of the consummation of such transactions and (ii) optimizes the tax efficiency (including, but not limited to, by way of the preservation or enhancement of favorable tax attributes) of such transactions to the Debtor and the Plan Sponsor.

(a) The Debtor or Plan Sponsor, as applicable, may, in their discretion, take such action as permitted by applicable law, including those the Debtor or Plan Sponsor determine are reasonable, necessary or appropriate to effectuate the Plan, including: (i) the execution and delivery of any appropriate agreements or other documents of formation, merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable law; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of this Plan and having other terms for which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; (iv) such other transactions that are required to effectuate this Plan; (v) all transactions necessary to provide for the purchase of some or all of the assets of, or Interests in the Debtor which purchase may be structured as a taxable transaction for United States federal income tax purposes; (vi) all actions that the applicable Entities determine to be necessary to obtain the requisite regulatory approvals to effectuate this Plan; (vii) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (viii) the transfer of the Purchased Assets to the Plan Sponsor; and (ix) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with this Plan, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law or such consent or consultation rights as set forth in the Plan).

(b) Except as otherwise provided in this Plan or the Confirmation Order, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all Purchased Assets shall transfer to the Plan Sponsor, free and clear of all Liens, Claims, charges, or other encumbrances, except for the Liens and Claims established under this Plan. On and after the Effective Date, except as otherwise provided in this Plan, the Plan Sponsor may operate its business and may use, acquire, or dispose of property and maintain, prosecute, abandon, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, subject only to those restrictions expressly imposed by this Plan or the Confirmation Order, as well as the documents and instruments executed and delivered in connection therewith, including the documents, exhibits, instruments, and other materials comprising the Plan Supplement.

5.7 Sources of Cash for Distributions and Operations. All Cash necessary for the Plan Administrator to make payments required by this Plan and for post-Confirmation operations shall

be obtained from (a) existing Cash held by the Debtor on the Effective Date, (b) any Remaining Assets, and (c) the Plan Funding to satisfy the Debtor's obligations in the following priority in accordance with the terms of the Bankruptcy Code: (i) the Wind Down Reserve, (ii) satisfaction of, or reserve for, Allowed Administrative Expenses subject to any carve outs, (iii) satisfaction of Allowed Priority Claims, (iv) to the extent not included in (i)-(iii), any other Claims included in the Administrative and Priority Claims Estimate, and (v) satisfaction of other payments including distributions in accordance with the terms of this Plan and the applicable provisions of the Bankruptcy Code.

5.8 Plan Funding. The Restructuring Proceeds shall be transferred to the Debtor within two (2) days of entry of the Confirmation Order in accordance with the instructions provided to the Plan Sponsor by the Debtor.

5.9 Cancellation of Existing Securities and Agreements. Except as provided in this Plan or in the Confirmation Order, on the Effective Date, all notes, stock (where permitted by applicable law), instruments, certificates, agreements, side letters, fee letters, and other documents evidencing or giving rise to Claims against and Interests in the Debtor, including, but not limited to, the Debtor Guaranty and the Mortgage, shall be cancelled and the obligations of the Debtor thereunder or in any way related thereto shall 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, or any requirement of further action, vote, or other approval or authorization by any Person. The Holders of or parties to such notes, stock, instruments, certificates, agreements, side letters, fee letters, and other documents shall retain their rights vis-à-vis each other but shall have no rights against the Debtor or the Plan Sponsor, as applicable, arising from or relating to such notes, stock, instruments, certificates, agreements, side letters, fee letters, and other documents or the cancellation thereof, except the rights provided pursuant to this Plan and the Confirmation Order. Notwithstanding the foregoing, the Mortgage shall not be cancelled, released or modified in any way whatsoever under the terms of this paragraph, and Secured Lender shall retain all its rights under the Mortgage, unless and until the Restructuring Proceeds are transferred to the Debtor or the Plan Administrator, as applicable, at which time the Secured Lender's security interest shall attach to the Restructuring Proceeds, other than the Plan Administrator's reserves required under this Plan, until the Bankruptcy Court enters the Distribution Order.

5.10 Cancellation of Corporate Existence in the Event of a Sale Transaction. In the event of a Sale Transaction, the Debtor shall continue in existence after the Effective Date solely for the purposes of (a) winding down the Debtor's affairs as expeditiously as reasonably possible and liquidating any Remaining Assets held by the Debtor, if any, (b) filing appropriate tax returns, and (c) taking such actions as directed by the Plan Administrator to assist the Plan Administrator in administering the Plan in an efficacious manner. As soon as reasonably practicable following the Effective Date and the satisfaction of all Allowed Claims pursuant to the terms of the Distribution Order and the Plan, the Plan Administrator shall take any action necessary to dissolve the Debtor and file any and all documents and take any and all other actions that may be necessary and appropriate to cancel the Debtor's corporate existence. The execution of any certificates necessary and appropriate to cancel the Debtor's corporate existence by the Plan Administrator shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule. The filing of such certificates by the Plan Administrator shall be

authorized and approved in all respects without further action under applicable law, regulation, order, or rule.

5.11 *Authorization of Issuance of New Securities Pursuant to an Equity Transaction.*

(a) Notwithstanding Section 5.10 of the Plan, in the event of an Equity Transaction, on the Effective Date the Reorganized Debtor is authorized to issue or cause to be issued the New Securities to the Plan Sponsor in accordance with the terms and conditions set forth in this Plan, the Plan Supplement, or the Plan Sponsor Agreement, without the need for any further action. The issuance of the New Securities shall be authorized under section 1123(a)(5)(J) of the Bankruptcy Code and shall be exempt from registration under the Securities Act of 1933 and any applicable state or local law requiring registration of securities pursuant to section 1145 of the Bankruptcy Code, to the extent applicable, or, to the extent section 1145 of the Bankruptcy Code is not applicable, shall be issued pursuant to section 4(a)(2) of the Securities Act of 1933 and Regulation D promulgated thereunder or another available exemption from registration.

(b) The New Securities shall be issued in accordance with the terms of the Plan Sponsor Agreement. The New Securities shall have the rights, preferences, privileges, and restrictions set forth under applicable non-bankruptcy law or in the Reorganized Debtor Limited Partnership Agreement. On the Effective Date, the Plan Sponsor shall be admitted as the sole limited partner of the Reorganized Debtor and shall hold all of the New Securities, unless the Plan Sponsor and the Debtor agree otherwise. The general partner of the Reorganized Debtor shall be an entity designated by the Plan Sponsor, which shall hold a general partnership interest in the Reorganized Debtor and shall have the rights, duties, and obligations set forth in applicable non-bankruptcy law or the Reorganized Debtor Limited Partnership Agreement.

(c) Pursuant to section 1145(a)(1) of the Bankruptcy Code, the offering, issuance, and distribution of the New Securities under this Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act of 1933 and any other applicable non-bankruptcy law requiring registration prior to the offering, issuance, distribution, or sale of securities, to the extent such exemption is available. To the extent section 1145 of the Bankruptcy Code is not available or applicable to any New Securities issued hereunder, such New Securities shall be issued in reliance upon section 4(a)(2) of the Securities Act of 1933, Regulation D promulgated thereunder, or another available exemption from registration, and shall be subject to applicable resale restrictions under Rule 144 of the Securities Act of 1933 or as otherwise provided by law. Recipients of New Securities issued in reliance upon an exemption other than section 1145 of the Bankruptcy Code shall be deemed to have made all representations and warranties required under applicable securities laws to qualify for such exemption.

(d) No fractional New Securities or partnership interests shall be issued or distributed under or pursuant to this Plan.

5.12 *Execution, Delivery, and Enforcement of Plan Documents Upon Equity Transaction.* On or before the Effective Date, the Debtor, the Reorganized Debtor, and the Plan Sponsor, as applicable, are authorized and directed to execute, deliver, file, and record such contracts, instruments, releases, agreements, and other documents, and to take such other actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of

this Plan and the issuance of the New Securities, including, but not limited the following documents, which for the avoidance of doubt the secretary or any assistant secretary of the Debtor or the Reorganized Debtor shall be authorized to certify or attest to:

(a) the Plan Sponsor Agreement, including any amendments, modifications, or supplements thereto;

(b) any partnership agreements, registration rights agreements, or other governance documents, if any;

(c) any certificates, instruments, or agreements evidencing the New Securities;
and

(d) any documents reasonably required by the Plan Sponsor Agreement or reasonably necessary to consummate the transactions contemplated by this Plan.

5.13 *Intercompany Interests and Intercompany Claims.* All Intercompany Interests or Intercompany Claims shall be deemed canceled as of the Effective Date.

5.14 *Sale of Debtor's Assets Under Section 1123 of the Bankruptcy Code in the event of Sale Transaction.* If the Successful Bid contemplates a Sale Transaction:

(a) *Authorization of Sale.* Pursuant to sections 1123(a)(5), 1123(b)(4), 1141(c), and 1142(b) of the Bankruptcy Code, the Debtor is authorized to consummate the Sale Transaction with the Plan Sponsor in accordance with the terms hereof. The Sale Transaction and the Purchased Assets sold pursuant to the Sale Transaction constitute a sale of all or substantially all of the property of the Debtor's Estate, except the Estate Causes of Action.

(b) *Approval and Binding Effect.* The Confirmation Order shall approve the Sale Transaction, and such approval shall be binding on the Debtor, its Estate, the Plan Sponsor, all Holders of Claims and Interests, and all other parties in interest, whether or not such parties have objected to the Plan or the Sale Transaction.

(c) *Transfer Free and Clear.* Upon the occurrence of the Effective Date, the Purchased Assets, shall be transferred to and vest in the Plan Sponsor free and clear of all Liens, Claims, Interests, and Encumbrances of any kind or nature whatsoever to the maximum extent permitted by applicable law, with any such Liens, Claims, Interests, and Encumbrances to attach to the Net Transaction Proceeds with the same validity, priority, and extent they had in the Purchased Assets immediately prior to Confirmation, but only to extent consistent with the other provisions in this Article V of the Plan.

(d) *No Successor Liability.* The Plan Sponsor shall not be deemed a successor to the Debtor and shall have no successor, transferee, or vicarious liability of any kind or character for any Liens, Claims, Interests, or Encumbrances against the Debtor or its Estate.

(e) *Good Faith Purchaser.* The Confirmation Order shall provide that the Plan Sponsor is a purchaser of the Purchased Assets in good faith and is entitled to all protections

available under applicable law, including protections analogous to those afforded by section 363(m) of the Bankruptcy Code, to the fullest extent permitted.

5.15 Corporate Action. Each of the matters provided for under this Plan involving the corporate structure of the Debtor or any corporate action to be taken by or required of the Debtor, including the issuance of the New Securities as applicable, shall be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by partners, members, creditors, directors, or managers of the Debtor. On or (as applicable) before the Effective Date, the appropriate officers of the Debtor, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effectuate any transaction hereunder) in the name of and on behalf of the Debtor. The authorizations and approvals contemplated by this Section 5.15 shall be effective notwithstanding any requirements under nonbankruptcy law.

5.16 Effectuating Documents; Further Transactions. The directors, officers, managers or any other appropriate officer of the Debtor, or, after the Effective Date, the Plan Sponsor or Plan Administrator as applicable, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

5.17 Release of Liens. Except as otherwise specifically provided in this Plan or any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions to be made pursuant to this Plan, all mortgages, including the Mortgage, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Plan Sponsor and its successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtor, Plan Sponsor, or any Holder of a Secured Claim. Notwithstanding the foregoing, the Mortgage shall not be cancelled, released or modified in any way whatsoever under the terms of this paragraph, and Secured Lender shall retain all its rights under the Mortgage, unless and until the Restructuring Proceeds are transferred to the Debtor or the Plan Administrator, as applicable, at which time the Secured Lender's security interest shall attach to the Restructuring Proceeds, other than the Plan Administrator's reserves required under this Plan, until the Bankruptcy Court enters the Distribution Order.

5.18 Estate Causes of Action. For the avoidance of doubt, the Debtor preserves any and all Causes of Action against any and all Insiders and non-Insiders, including, but not limited to claims against Mirza Baig and Rashid Syed under the Guaranty, claims and Causes of Action asserted derivatively by CLS against Mirza Baig and other Insiders before the Petition Date, and any other Causes of Action (including Avoidance Actions) listed or otherwise described in the Debtor's Schedules. From and after the Effective Date, the Plan Administrator shall be solely responsible for prosecution and settlement of all Estate Causes of Action, and the Plan Administrator shall have exclusive rights, powers, and interests of the Estate to pursue, settle, or abandon any such Cause of Action; *provided, however*, that any settlement or resolution of any Estate Cause of Action pertaining to an Insider of the Debtor shall be subject to approval by the

Bankruptcy Court, on motion after notice and a hearing, under Bankruptcy Rule 9019; and *provided further*, that any attempt to abandon an Estate Cause of Action shall be subject to 11 U.S.C. § 554.

5.19 *Exemption from Certain Transfer Taxes and Recording Fees.* To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation sale by the Debtor or any transfer from any Entity pursuant to, in contemplation of, or in connection with this Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor; or (b) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with this Plan arising out of, contemplated by, or in any way related to this 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, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

5.20 *Further Authorization.* The Debtor, or, after the Effective Date, Plan Sponsor or the Plan Administrator, as applicable, shall be entitled to seek such orders, judgments, injunctions, and rulings as they deem necessary to carry out the intentions and purposes, and to give full effect to the provisions of this Plan.

5.21 *Reservation of Rights under Assignment of Rents.*

(a) Notwithstanding anything to the contrary contained in this Plan or the Confirmation Order, nothing in this Plan or the Confirmation Order shall be construed or deemed to: (i) release, discharge, impair, exculpate, enjoin, modify or otherwise affect any claim, right, Lien, security interest, or cause of action that the Secured Lender may hold in connection with the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor; (ii) release, discharge, or otherwise modify the obligations under the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor; (iii) constitute a finding, determination, or adjudication that the Secured Lender's rights under the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor, have been satisfied, reduced, or otherwise affected by any distributions made under this Plan; or (iv) preclude, prevent, or otherwise limit the Secured Lender from exercising any rights or remedies available to it under the the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor, or applicable non-bankruptcy law.

(b) For the avoidance of doubt, neither the sale of the Hospital Real Property nor the discharge or free and clear provisions under section 1141(d)(1) of the Bankruptcy Code shall affect the rights of the Secured Lender under or related to the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor.

(c) The Secured Lender's rights under or related to the Assignment of Rents, including without limitation the Guaranty or as to any Guarantor reserved under this Section 5.21 of the Plan are limited to the deficiency remaining after the application of Net Transaction Proceeds received by the Secured Lender under this Plan.

ARTICLE VI

DISTRIBUTIONS

6.1 *Distributions Generally.* The Plan Administrator shall make all Plan distributions on behalf of the Debtor in accordance with this Article VI, the Distribution Order, and other governing terms of this Plan.

6.2 *No Postpetition or Default Interest on Claims.* Unless required by the Bankruptcy Code or otherwise specifically provided for in this Plan, the Confirmation Order, or another order of the Bankruptcy Court, and notwithstanding any documents that govern the Debtor's prepetition funded indebtedness to the contrary, postpetition and/or default interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to (a) interest accruing on such Claim on or after the Petition Date on any such Claim or (b) interest at the contract default rate, as applicable.

6.3 *Date of Distributions.* Unless otherwise provided in this Plan, any distributions and deliveries to be made under this Plan shall be made by the Plan Administrator pursuant to the Distribution Order.

6.4 *Distribution Record Date.* As of the close of business on the Distribution Record Date, the various lists of Holders of Claims in each Class, as maintained by the Debtor, shall be deemed closed, and there shall be no further changes in the record Holders of any Claims after the Distribution Record Date. Neither the Debtor nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date.

6.5 *Plan Administrator.* The Plan Administrator shall not be required to give any bond or surety or other security for the performance of its duties. The Debtor shall use all commercially reasonable efforts to provide the Plan Administrator with the amounts of Claims and the identities and addresses of Holders of Claims, in each case, as set forth in the Debtor's books and records.

6.6 *Delivery of Distributions.* The Plan Administrator will issue or cause to be issued the applicable consideration under this Plan and, subject to Bankruptcy Rule 9010, will make all distributions as and when required by this Plan to the address of the Holder of such Claim on the books and records of the Debtor or the address in any written notice of address change delivered to the Debtor, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001.

6.7 *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 Plan Administrator has determined the then-current addresses of such Holder, at which time such distribution shall be made to such Holder without interest; provided,

however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the date on which such distribution was attempted to be made; provided, further, that the Debtor or Plan Administrator, as applicable, shall use reasonable efforts to locate a Holder if any distribution is returned as undeliverable. After such date, all unclaimed property or interests in property shall transfer to the Plan Administrator for Pro Rata distribution to applicable Creditors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandonment, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

6.8 Manner of Payment Under Plan. Except as specifically provided herein, at the option of the Debtor or the Plan Administrator, as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtor or the Plan Administrator, as applicable.

6.9 Minimum Distributions. If any final distribution under the Plan to the Holder of an Allowed Claim would be less than US \$50.00, the Plan Administrator may cancel such distribution which shall irrevocably revert to the Plan Administrator to be distributed in accordance with the terms of this Plan automatically and without need for a further order by the Bankruptcy Court notwithstanding any applicable federal, provincial or state escheat, abandoned, or unclaimed property laws to the contrary, and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

6.10 No Distribution in Excess of Amount of Allowed Claim. Notwithstanding anything to the contrary in this Plan, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan distributions in excess of the Allowed amount of such Claim.

6.11 Allocation of Distributions Between Principal and Interest. Except as otherwise provided herein to the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount (as determined for federal income tax purposes) of the Claim and then to accrued but unpaid interest.

6.12 Withholding and Reporting Requirements.

(a) In connection with this Plan and all instruments issued in connection therewith and distributed thereon, the Plan Administrator shall comply with all 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 and reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and sell such withheld property to generate the Cash necessary to pay over the withholding tax. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

(b) Notwithstanding the above, each Holder of an Allowed Claim that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution. The Plan Administrator has the right, but not the obligation, to not make a distribution until such Holder has made arrangements satisfactory to any issuing or disbursing party for payment of any such tax obligations.

(c) As a condition of making any distribution under the Plan, each Person and Entity holding an Allowed Claim is required to provide any information necessary in writing, including returning W-8 or W-9 statements, as applicable, to effect the necessary information reporting and withholding of applicable taxes with respect to distributions to be made under the Plan as the Plan Administrator may request. The Plan Administrator shall withhold any distributions to a Holder of an Allowed Claim who fails to provide tax identification or social security information within the timeframe requested in writing by the Plan Administrator to such Holder of an Allowed Claim, which timeframe shall not be less than thirty (30) days. Any Distribution that would otherwise be made to any Holder of an Allowed Claim that fails to timely respond to the Plan Administrator with the information required by this Section 6.13 shall be treated as an undeliverable or unclaimed distribution pursuant to Section 6.7 hereunder.

6.13 *Claims Paid or Payable by Third Parties.*

(a) *Claims Paid by Third Parties.* The Debtor or the Plan Administrator, as applicable, shall reduce a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment on account of such Claim from a party that is not the Debtor or Plan Administrator. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not the Debtor or Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Plan Administrator to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan.

(b) *Claims Payable by Third Parties.* Except as otherwise provided in this Plan, (i) no distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtor's insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, and (ii) to the extent that one or more of the Debtor's insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of 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.

(c) *Applicability of Insurance Proceeds.* Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be 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 Debtor or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be

deemed a waiver by such insurers of any rights or defenses, including coverage defenses, held by such insurers.

ARTICLE VII

PROCEDURES FOR DISPUTED CLAIMS

7.1 Allowance of Claims. On and after the Effective Date and subject to Section 7.2(c) of this Plan, only the Plan Administrator may object to the allowance of any Claim, including, but not limited to, any Administrative Claim. On and after the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses the Debtor had with respect to any Claim, including, but not limited to, any Administrative Claim, immediately before the Effective Date. Except as expressly provided in this Plan or in any order entered in this Chapter 11 Case prior to the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in this Chapter 11 Case allowing such Claim.

7.2 Objections to Claims.

(a) *Authority.* On and after the Effective Date, the Plan Administrator shall have sole authority to settle, compromise, litigate to judgment, or file objections to any Claim, including but not limited to any Administrative Claim, and to withdraw any objections to any Claim, including, but not limited to any Administrative Claim that are pending as of the Effective Date and/or that the Plan Administrator may file. Except as set forth above, on and after the Effective Date, the Plan Administrator also shall have the right to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

(b) *Objection Deadline.* As soon as practicable, but no later than the Claims Objection Deadline, the Plan Administrator may file objections with the Bankruptcy Court and serve such objections on the Holders of the Claims to which such objections are made. Nothing contained herein, however, shall limit the right of the Plan Administrator to object to Claims, if any, filed or amended after the Claims Objection Deadline. The Claims Objection Deadline may be extended by the Bankruptcy Court upon motion by the Plan Administrator.

(c) *Party in Interest Objection Rights.* Notwithstanding anything to the contrary in this Plan, if the Plan Administrator declines to object to any Claim or Administrative Claim, then any party in interest may object to such Claim or Administrative Claim unless the assertion of such objection would unreasonably delay the Plan Administrator's ability to seek a final decree, and closure of, the Chapter 11 Case. The burden of proving such unreasonable delay shall be on the Plan Administrator.

7.3 Estimation of Claims. The Plan Administrator may, at any time, request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor or the Plan Administrator previously objected 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 during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, 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 Plan Administrator may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

7.4 *No Distributions Pending Allowance.* If an objection to a Claim is filed as set forth in Section 7.2 of this Plan, no payment or distribution provided under this Plan shall be made on account of any disputed portion of such Claim prior to final resolution of the disputed portion of the Claim.

7.5 *Resolution of Claims.* Except as otherwise provided herein, or in any contract, instrument, release, or other agreement or document entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Plan Administrator shall retain and may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims and Disputed Claims.

7.6 *Disallowed Claims.* All Claims held by Persons or Entities against whom or which the Debtor or the Plan Administrator has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, 550 and/or 724 of the Bankruptcy Code shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject this Plan; *provided*, Claims that are deemed Disallowed pursuant to this Section 7.6(a) shall continue to be Disallowed for all purposes until such Claim has been settled or resolved by Final Order and any sums due to the Debtor or Plan Administrator from such Person or Entity have been turned over or paid to Plan Administrator.

ARTICLE VIII

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 *Assumption or Rejection of Executory Contracts and Unexpired Leases.*

(a) Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, all Executory Contracts and Unexpired Leases of the Debtor shall be deemed rejected in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease (i) has previously been assumed or assumed and assigned by order of the Bankruptcy Court in effect prior to the Effective Date (which order may be the Confirmation Order); (ii) is the subject of a motion to assume filed on or before the Effective Date; (iii) is identified on the Schedule of Assumed Executory Contracts or Unexpired Leases; or (iv) has expired or terminated pursuant to its own terms. Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections of such Executory Contracts and Unexpired Leases as set forth in this Plan, all

pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions, assumptions and assignments, and rejections of Executory Contracts and Unexpired Leases in this Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to this Plan, or by Bankruptcy Court order, will transfer to and be fully enforceable by the Plan Sponsor or its assignee in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. Notwithstanding the foregoing paragraph or anything to the contrary herein, the Debtor reserves the right to supplement the Schedule of Assumed Executory Contracts and Unexpired Leases prior to the Effective Date.

(b) With respect to the Assumed Contracts, any provision in any such agreement that:

(i) prohibits, restricts, or conditions the assumption and/or assignment, or purports to prohibit, restrict, or condition the assumption and/or assignment (including any “change of control” provision) of such agreement or allows any party to such agreement to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assumption and/or assignment of such agreement constitutes an unenforceable anti-assignment and/or discrimination provision and is void and of no force and effect.

(ii) provides for modification, breach, or termination, or deemed modification, breach, or termination on account of or related to any of the following: (A) the commencement or continuation of the Chapter 11 Case, (B) the insolvency or financial condition of the Debtor at any time, (C) the Debtor’s assumption and/or assignment of such agreement, (D) a change of control or similar occurrence, or (E) the consummation of this Plan, such provision is modified so as not to entitle the non-Debtor party thereto to prohibit, restrict, or condition assumption and/or assignment, to modify, terminate, or declare a breach or default under such agreement, or to exercise any other breach- or default-related rights or remedies with respect thereto, including any provision that purports to allow the non-Debtor party thereto to terminate or recapture such agreement, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith.

(c) Upon the Debtor’s assumption of an Executory Contract or Unexpired Lease, as of the Effective Date pursuant to this Plan, no default or other unperformed obligations of the Debtor arising on or prior to the Effective Date shall exist, and each non-Debtor party is forever barred, estopped, and permanently enjoined from (i) declaring a breach or default under such agreement for any act or omission occurring on or prior to the Effective Date, (ii) raising or asserting against the Debtor, the Estate or the Reorganized Debtor, or the assets or property of any of them, any fee, default, termination, breach, Cause of Action, or condition arising under or related to the agreement based upon a fact or circumstance that occurred on or prior to the Effective Date, or (iii) taking any other action as a result of the Debtor’s financial condition, bankruptcy, or failure to perform any of its obligations under the agreement. Each non-Debtor party to such an agreement is also forever barred, estopped, and permanently enjoined from (x) asserting against

the Debtor, the Estate or the Plan Sponsor, or the assets or property of any of them, any breach, default, or Cause of Action arising out of any indemnity or other obligation or warranties for acts, omissions, or occurrences arising or existing on or prior to the Effective Date, or, against the Plan Sponsor, any counterclaim, setoff, or any other Cause of Action that was or could have been asserted or assertable against the Debtor or the Estate and (y) imposing or charging against the Plan Sponsor or its Affiliates any rent accelerations, assignment fees, increases, or any other fees or charges as a result of assumption of the agreement.

(d) Any Person or Entity that may have had the right to consent to the assumption and/or assignment of an Executory Contract or Unexpired Lease has consented to such assumption and/or assignment for purposes of section 365 of the Bankruptcy Code if such Person or Entity failed to object timely to the assumption of such agreement, and the Plan Sponsor has demonstrated adequate assurance of future performance with respect to such agreement pursuant to section 365 of the Bankruptcy Code.

8.2 *Cure of Defaults Under Assumed Contracts.*

(a) Any monetary defaults under each Assumed Contract shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Assumed Contracts may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Plan Sponsor or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Amount must be filed and served in accordance with the Solicitation Order. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Amount shall be deemed to have assented to such assumption or Cure Amount.

(b) Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise 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 of other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged without further notice to or action, order or approval of the Bankruptcy Court.

8.3 *Claims Based on Rejection of Executory Contracts and Unexpired Leases.* Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Debtor’s Executory Contracts and Unexpired Leases pursuant to this Plan or otherwise must be filed no later than 5:00 p.m. (prevailing Central Time) on the date that is thirty (30) days after the Effective Date. Any Proofs of Claim arising from the rejection of the Debtor’s Executory Contracts or Unexpired Leases that are not timely filed shall be Disallowed

automatically, forever barred from assertion, and shall not be enforceable against the Debtor without the need for any objection by the Debtor or further notice to or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtor's Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with the particular provisions of this Plan for such Claims.

8.4 *Contracts and Leases Entered into After the Petition Date.* Contracts and leases entered into after the Petition Date by the Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, shall be performed by the Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) shall survive and remain unaffected by entry of the Confirmation Order.

8.5 *Reservation of Rights.* Nothing contained in this Plan shall constitute an admission by the Debtor that any particular contract is in fact an Executory Contract or Unexpired Lease or that the Debtor has any liability thereunder.

ARTICLE IX

CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN

9.1 *Conditions Precedent to the Effective Date.* The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in accordance with the terms of this Plan:

(a) The Bankruptcy Court shall have entered the Confirmation Order and the Confirmation Order has become final and not subject to stay or pending appeal;

(b) The Definitive Documents and any necessary opinions shall have been negotiated, executed, and delivered;

(c) The Plan Funding shall have been transferred to the Debtor in accordance with the instructions provided to the Plan Sponsor;

(d) All conditions to the Plan Sponsor's material obligations set forth in the Plan Sponsor Agreement shall have been satisfied or waived; and

(e) The Wind Down Reserve Account and all other reserve accounts shall have been created and funded with the applicable portion from the Plan Funding.

9.2 *Waiver of Conditions Precedent.* Each of the conditions precedent in Section 9.1 of the Plan may be waived in whole or in part, by the Debtor, without notice, leave or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan.

9.3 *Notice of Effective Date.* Following the satisfaction or waiver of all conditions precedent to the Effective Date, the Debtor shall file a notice of (a) the occurrence of the Effective Date, (b) the Administrative Claims Bar Date, (c) the Professional Fee Claims Bar Date, and (d) such other matters as appropriate or as may be ordered by the Bankruptcy Court.

ARTICLE X

EFFECT OF PLAN CONFIRMATION

10.1 *Binding Effect.* Following the Effective Date, this Plan, and any documents and agreements executed and delivered in connection with the Restructuring Transaction, including the Plan Sponsor Agreement and any organizational documents of the Reorganized Debtor shall be binding upon and inure to the benefit of the Debtor, its Estate, the Reorganized Debtor all present and former Holders of Claims and Interests, whether or not such Holders voted in favor of this Plan, and their respective successors and assigns.

10.2 *Injunction.* Except as otherwise specifically provided in this Plan or the Confirmation Order, and subject to section 524(a) of the Bankruptcy Code, all Persons or Entities who have held, hold or may hold (a) Claims or Interests that arose prior to the Effective Date, (b) Causes of Action that are subject to exculpation pursuant to Section 10.3 of this Plan (but only to the extent of the exculpation provided in Section 10.3 of this Plan), or (c) Claims, Interests or Causes of Action that are otherwise discharged, satisfied, stayed or terminated pursuant to the terms of this Plan and all other parties-in-interest seeking to enforce such Claims, Interests or Causes of Action are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a Subordinated Claim) against or Interest in the Debtor or the Plan Sponsor, or property of any Debtor transferred to the Plan Sponsor, other than to enforce any right to a distribution pursuant to this Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor or the Plan Sponsor or property of the Debtor transferred to the Plan Sponsor with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to this Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtor or Plan Sponsor, or against the property or interests in property of the Debtor transferred to the Plan Sponsor with respect to any such Claim or Interest, other than to enforce any right to a distribution pursuant to this Plan, or (iv) asserting any right of setoff (except for setoffs validly exercised prepetition) or subrogation of any kind against any obligation due from the Debtor or Plan Sponsor, or against the property or interests in property of the Debtor transferred to the Plan Sponsor, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtor or Plan Sponsor and its respective properties and interests in properties.

10.3 *Exculpation.* Effective as of the Effective Date, to the extent permitted under section 1125(e) of the Bankruptcy Code, the Exculpated Party shall not have or incur liability for, and is exculpated from any Cause of Action related to any act or omission taking place between the Petition Date and the Effective Date, in connection with, relating to, or arising out of, this Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of this Plan and Disclosure Statement, the Plan Supplement, any previous plan of reorganization and applicable disclosure statement or any transaction under the Plan, contract, instrument, or document or transaction approved by the Bankruptcy Court in this Chapter 11 Case, except for (a) any Cause of Action related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence of such Person, and (b) any Cause of Action related to any liability of professionals to their clients pursuant to Texas Disciplinary Rules of Professional Conduct Rule 1.08(g); provided, however,

that, for the avoidance of doubt, any such exculpation shall not act or be construed to exculpate, channel, release, enjoin, or otherwise affect any civil or criminal enforcement action by a Governmental Unit.

10.4 *Debtor's Releases.* NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO BANKRUPTCY CODE SECTION 1123(B) AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED AND DISCHARGED BY THE DEBTOR AND ITS ESTATE FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTOR OR ITS ESTATE, THAT THE DEBTOR AND ITS ESTATE WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM AGAINST, OR INTEREST IN, THE DEBTOR OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTOR'S IN-OR OUT-OF-COURT RESTRUCTURING EFFORTS, THE CHAPTER 11 CASE, THE FORMULATION, PREPARATION, DISSEMINATION, NEGOTIATION, OR FILING, AS APPLICABLE, OF THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT OR ANY RESTRUCTURING TRANSACTION CONTRACT, INSTRUMENT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THE DISCLOSURE STATEMENT, THE DIP FACILITIES, THE PLAN, THE PLAN SUPPLEMENT, THE CHAPTER 11 CASE, THE FILING OF THE CHAPTER 11 CASE INCLUDING ANY PREVIOUS PLANS OF REORGANIZATION AND RELATED DOCUMENTS, THE DIP DOCUMENTS, SOLICITATION OF VOTES ON THE PLAN, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE PURSUIT OF CONSUMMATION OF THE PLAN, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, INCLUDING THE DISTRIBUTION OF PROPERTY UNDER THE PLAN OR ANY OTHER RELATED AGREEMENT, OR UPON ANY OTHER RELATED ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PLAN, THIS RELEASE PROVISION WILL APPLY TO THE DIP LENDER SOLELY IN (A) IN ITS CAPACITY AS THE DIP LENDER, (B) IN CONNECTION WITH ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM THE CHAPTER 11 CASE, AND (C) BASED ON EVENTS THAT TRANSPIRED DURING THE CHAPTER 11 CASE, BUT NOT BEFORE THE PETITION DATE OR AFTER THE EFFECTIVE DATE.

ARTICLE XI

RETENTION OF JURISDICTION

11.1 *Retention of Jurisdiction.* Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction (unless otherwise indicated) over all matters

arising in, arising out of, and/or related to, the Chapter 11 Case and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) resolve any matters related to (i) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which any Debtor may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including Cure Amounts pursuant to section 365 of the Bankruptcy Code, (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 unexpired;

(b) decide or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters and grant or deny any applications involving the Debtor that may be pending on the Effective Date (which jurisdiction shall be nonexclusive as to any such non-core matters);

(c) Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or Allowance of Claims or Interests;

(d) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan, and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Disclosure Statement, the Plan Supplement, or the Confirmation Order;

(e) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of this Plan or any contract, instrument, release, or other agreement or document that is executed or created pursuant to this Plan, or any entity's rights arising from or obligations incurred in connection with this Plan or such documents;

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

(g) hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 330, 331, 503(b), and 1129(a)(4) of the Bankruptcy Code; *provided, however*, that from and after the Effective Date the payment of fees and expenses by the Plan Administrator, including professional fees, shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

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

(i) adjudicate controversies arising out of the administration of the Estate or the implementation of this Plan;

(j) resolve any cases, controversies, suits, or disputes that may arise in connection with Claims, including the Bar Date, related notice, claim objections, Allowance, Disallowance, estimation, and distribution;

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

(l) adjudicate, decide, or resolve any and all matters related to Causes of Action, that are pending as of the Effective Date or that may be commenced in the future, by, against, or on behalf of the Debtor, non-Debtor Affiliate, or Plan Sponsor;

(m) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated, or distributions pursuant to this Plan are enjoined or stayed;

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

(o) enforce all orders, judgments, compromises, settlements, discharges, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Case;

(p) adjudicate controversies with respect to distributions to Holders of Allowed Claims;

(q) determine requests for the payment of Claims and Interests entitled to priority under section 507 of the Bankruptcy Code;

(r) hear and determine all matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code);

(s) hear and determine all matters concerning exemptions from state and federal registration requirements in accordance with section 1145 of the Bankruptcy Code;

(t) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code;

- (u) hear and determine any issues related to any matter adjudicated in the Chapter 11 Case;
- (v) hear and determine the Distribution Motion and enter the Distribution Order;
- (w) hear and determine any matter related to the Estate Causes of Action;
- (x) enter an order concluding or closing the Chapter 11 Case; and
- (y) hear and determine any other matter not inconsistent with the Bankruptcy Code.

11.2 *Jurisdiction for Certain Other Agreements.* This Plan shall not modify the jurisdictional provisions of the documents contained in the Plan Supplement. Notwithstanding anything herein to the contrary, on and after the Effective Date, the Bankruptcy Court's retention of jurisdiction pursuant to this Plan shall not govern the enforcement or adjudication of any rights or remedies with respect to or as provided in the documents in the Plan Supplement and the jurisdictional provisions of such documents shall control.

11.3 *Courts of Competent Jurisdiction.* If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matters arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 *Payment of Statutory Fees.* All U.S. Trustee Fees payable after the Effective Date, if any, shall be paid by the Plan Administrator on behalf of the Debtor until the closing of the Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code. The Plan Administrator shall file and serve on the U.S. Trustee quarterly reports of the disbursements made, within fifteen (15) days after the conclusion of each such period, until the Chapter 11 Case is converted, dismissed, or closed by entry of a final decree. Any such reports shall be prepared consistent with (both in terms and format) of the applicable Bankruptcy Court and U.S. Trustee Guidelines for such matters.

12.2 *Amendment or Modification of this Plan.* Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtor reserves the right to alter, amend, or modify this Plan at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim of such Holder.

12.3 *Substantial Consummation or Failure of the Effective Date to Occur Within Six Months of the Date the Confirmation Order Becomes a Final Order.* On the Effective Date, this Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code. If the Effective Date has not occurred within six (6) months of the date the Confirmation Order has become a Final Order, any party in interest may move to vacate the Confirmation Order.

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

12.5 *Successors and Assigns.* This Plan shall be binding upon and inure to the benefit of the Debtor, and its respective successors and assigns. The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

12.6 *Revocation, Withdrawal, or Non-Consummation.* The Debtor reserves the right to revoke or withdraw this Plan at any time prior to the Confirmation Date and to file other plans of reorganization. If the Plan is revoked or withdrawn, or if Confirmation or consummation of this Plan 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 any Claim or Interest or Class of Claims or 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, nor any action taken or not taken by the Debtor with respect to this Plan, the Disclosure Statement, or the Confirmation Order, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor or any other Person; (ii) prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor, or (iii) constitute or be deemed to constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other Person.

12.7 *Governing Law.* Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an Exhibit hereto or a schedule in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflict of law thereof.

12.8 Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and Plan Supplement shall be immediately effective and enforceable.

12.9 Entire Agreement. On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede 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.

12.10 Notice. All notices, requests, and demands to or upon the Debtor, to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by electronic transmission, when received and telephonically confirmed, addressed as follows:

REED SMITH LLP

Omar J. Alaniz (SBN 24040402)
2850 N. Harwood Street, Suite 1500
Dallas, TX 75201
Telephone: (469) 680-4200
E-mail: oolaniz@reedsmith.com

- And -

Scott M. Esterbrook (admitted *pro hac vice*)
Derek M. Osei-Bonsu (admitted *pro hac vice*)
Three Logan Square
1717 Arch Street, Suite 3100
Philadelphia, PA 19103
Telephone: (215) 851-8100

12.11 Votes Solicited in Good Faith. Upon entry of the Confirmation Order, the Debtor will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtor its respective Affiliates, agents, representatives, members, principals, equity holders (regardless of whether such interests are held directly or indirectly), officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan, and, therefore, neither any of such parties or individuals or the Plan Sponsor will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the securities offered and sold under the Plan.

12.12 Closing of Chapter 11 Case. The Debtor or Plan Administrator shall, promptly after the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case.

12.13 Waiver or Estoppel. Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtor or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

Platinum Heights, LP

By: Mirza N. Baig in his capacity as Managing
Director of Nexus Capital Partners Real Estate
Investments LLC

/s/ Mirza N. Baig
By: Mirza N. Baig