



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed August 18, 2016


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:

Chapter 11

FOREST PARK MEDICAL
CENTER AT SOUTHLAKE, LLC,

Case No. 16-40273-rfn-11

Debtor.

**ORDER (I) CONFIRMING FIRST AMENDED PLAN OF LIQUIDATION FOR FOREST
PARK MEDICAL CENTER AT SOUTHLAKE, LLC UNDER CHAPTER 11 OF THE
UNITED STATES BANKRUPTCY CODE AND (II) FINALLY APPROVING FIRST
AMENDED DISCLOSURE STATEMENT UNDER 11 U.S.C. § 1125 IN SUPPORT OF
THE FIRST AMENDED PLAN OF LIQUIDATION FOR FOREST PARK MEDICAL
CENTER AT SOUTHLAKE, LLC UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE
[DOCKET NOS. 313 & 314]**

On August 18, 2016, the Court conducted a combined hearing to consider confirmation of the *First Amended Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the United States Bankruptcy Code* (the "Plan") [Docket No. 313] and final approval of the *First Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of the*

First Amended Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the Bankruptcy Code (the “Disclosure Statement”) [Docket No. 314] filed by Forest Park Medical Center at Southlake, LLC (“FPMC Southlake” or “Debtor”). Based on the evidence presented (including the *Declaration of Walt Brown, Chief Restructuring Officer of Debtor, in Support of Confirmation of the Plan*), the arguments and representations of counsel, and the entire record in this Chapter 11 Case, the Court makes the following Findings of Fact and Conclusions of Law in accordance with Federal Rule of Bankruptcy Procedure 7052.¹

FINDINGS OF FACT

A. To preserve the value of its assets and restructure its financial affairs, on January 19, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned case (the “Chapter 11 Case”). The Debtor continues to manage and operate its business as a debtor-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

B. An official committee of unsecured creditors has not been appointed in this Chapter 11 Case. Further, no trustee or examiner has been requested or appointed in this Chapter 11 Case.

C. On July 1, 2016, the Debtor filed its *Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the United States Bankruptcy Code* [Docket No. 298] as amended by the Plan², attached hereto as **Exhibit A**, and the *Disclosure Statement Under 11 U.S.C. § 1125 in Support of Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the United States Bankruptcy Code* [Docket No. 299] as amended by

¹ To the extent any of the following findings of fact are determined to be conclusions of law, or vice-versa, they are adopted and shall be construed and deemed as such.

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

the Disclosure Statement. On August 8, 2016, the Debtor filed its *Plan Supplement to the First Amended Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the United States Bankruptcy Code* (the “Plan Supplement”) [Docket No. 339] which contained: (1) the Publication Notice; (2) the Patient Records Mail Notice; (3) the Liquidation Trust Agreement; (4) the Identity of the Liquidation Trustee; and (5) Remaining Executory Contracts/Unexpired Leases to Assume.

D. On July 12, 2016, pursuant to the *Order Approving Debtor’s Expedited Motion for Entry of an Order (I) Scheduling Combined Hearing on Approval of Disclosure Statement and Confirmation of Plan of Liquidation, (II) Conditionally Approving Disclosure Statement, (III) Establishing Procedures for Solicitation and Tabulation of Votes on Plan and (IV) Approving Related Matters* (the “Solicitation Procedures Order”) [Docket No. 318], the Court conditionally approved the Disclosure Statement and approved the Debtor’s proposed solicitation and voting procedures for soliciting votes on the Plan.

E. On July 14, 2016, the Debtor began soliciting votes on the Plan (the “Solicitation”). The Debtor, through Donlin, Recano & Company, Inc. (“DRC”), the Debtor’s solicitation and voting agent, provided Holders of Claims in Class 1 (GAHC3 Dip Lender), Class 3 (Allowed Priority Non-Tax Claims), Class 4 (Allowed General Unsecured Claims) and Class 5 (Allowed Claim of GAHC3 Landlord), the only Classes entitled to vote on the Plan (the “Voting Classes”), with a copy of the Disclosure Statement (with the Plan and other exhibits to the Disclosure Statement), a ballot in the form approved by the Court, and the other documents identified in the Solicitation Procedures Order (the “Solicitation Package”).

F. The Solicitation Procedures Order established August 11, 2016, at 4:00 p.m. (CDT) as the deadline for submitting ballots to accept or reject the Plan (the “Voting Deadline”). Each ballot stated in clear and conspicuous language that in order to be counted the ballot must

have been properly executed, completed, and delivered to DRC so as to be received no later than the Voting Deadline. The *Declaration of Jung W. Song on Behalf of Donlin, Recano & Company, Inc. Regarding Voting and Tabulation of Ballots Accepting and Rejecting First Amended Plan of Liquidation for Forest Park Medical Center at Southlake, LLC under Chapter 11 of the United States Bankruptcy Code* (the “Tabulation Affidavit”) [Docket No. 346] describes the ballots and votes received by DRC.

G. The Debtor did not solicit the votes of Holders of Claims in Class 2 (the “Unimpaired Non-Voting Class”) because the Holders of Claims in Class 2 are not impaired under the Plan and Class 2 is therefore conclusively presumed to accept the Plan pursuant to Bankruptcy Code § 1126(f).

H. The Debtor did not solicit the votes of Holders of Interests in Class 6 (the “Impaired Non-Voting Class”) because the Holders of Interests in Class 6 are not receiving distributions under the Plan and Class 6 is therefore deemed to reject the Plan pursuant to Bankruptcy Code § 1126(g).

I. The Holders of Claims in Class 1, GAHC3 DIP Lender, and in Class 5, Allowed Claim of GAHC3 Landlord did not submit votes to accept or reject the Plan.

J. The Holders of Claims in Class 4, General Unsecured Claims, voted overwhelmingly in favor of the Plan. As more fully described in the Tabulation Affidavit, 188 votes, representing 95.41% of the amount of Claims voting in Class 4 voted in favor of the Plan. Fifteen votes, representing 4.59% of the amount of Claims voting in Class 4 voted to reject the Plan.

K. The Holders of Claims in Class 3, Priority Non-Tax Claims, voted to reject the Plan. Four claims, representing 81.19% of the amount of Claims voting in Class 3 voted to reject the Plan. Two votes, representing 18.81% of the amount of Claims voting in Class 3 voted in

favor of the Plan.

L. Only two objections to the Plan were filed: (i) the *Limited Objection to Confirmation of the Debtor's First Amended Plan of Liquidation* [Docket No. 326] filed by Jeffrey A. & Eden M. Brantley and (ii) *Objection to Chapter 11 Plan of Liquidation* [Docket No. 343] filed by Charles Nasem.

M. On the Petition Date, the Debtor had one or more medical malpractice insurance policies covering its prepetition period of operations. After the Petition Date, the Debtor purchased a medical malpractice tail endorsement to provide continuing coverage for medical malpractice claims that arose before the Petition Date and through the closing date on the sale of the Debtor's Hospital, and the confirmation of the Plan will not affect the enforceability of the tail endorsement or the medical malpractice coverage under such tail endorsement.

N. Pursuant to the Solicitation Procedures Order, the Court set a combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan for August 18, 2016 at 9:30 a.m. (CDT) (the "Combined Hearing"). August 11, 2016 at 4:00 p.m. (CDT) was the deadline for parties in interest to object to the Disclosure Statement and/or confirmation of the Plan (the "Objection Deadline").

O. On August 18, 2016, this Court conducted the Combined Hearing, at which it considered final approval of the Disclosure Statement and confirmation of the Plan.

P. The Liquidation Trust Agreement submitted by the Debtor in the Plan Supplement, as modified, is attached hereto as **Exhibit B** and complies with the terms of the Plan and is reasonable.

Q. The Court's oral Findings of Fact on the record at the Combined Hearing are incorporated herein by reference in their entirety.

CONCLUSIONS OF LAW

A. Jurisdiction and Venue

1. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L). This matter arises under the Bankruptcy Code, and jurisdiction is vested in this Court to enter a final order by virtue of 28 U.S.C. § 1334, 28 U.S.C. §§ 157(a) and (b)(2), and the Standing Order of Reference in this District. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This Court enters these Findings of Fact and Conclusions of Law pursuant to Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) 7052, 9014, and 9019.

B. Approval of the Disclosure Statement

2. The information contained in the Disclosure Statement and presented at the Combined Hearing, along with the record in this Chapter 11 Case provides adequate information as defined in Bankruptcy Code § 1125(a) and required under Bankruptcy Code § 1126(b). The Debtor has complied with the provisions of Bankruptcy Code § 1126(b) in soliciting acceptance of the Plan.

3. The Solicitation is approved in all respects. Notice and distribution of the Solicitation Packages was appropriate under all the circumstances and complied with the applicable provisions of the Solicitation Procedures Order, the Bankruptcy Code and the Bankruptcy Rules. The opportunity for a hearing on these matters was adequate under the circumstances. Notice of the Combined Hearing (including the Objection Deadline) was appropriate under the circumstances and complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules. All parties required to be given notice of the Combined Hearing (and the Objection Deadline) have been given due, proper, timely, and adequate notice in accordance with the Solicitation Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and any applicable non-bankruptcy

law, rule and regulation, and such parties have had an opportunity to appear and be heard with respect thereto. As specifically evidenced by the *Notice of Hearing to Consider Final Approval of Disclosure Statement and Confirmation of Chapter 11 Plan of Liquidation of the Debtor Under Chapter 11 of the Bankruptcy Code* [Docket No. 321], the Debtor timely provided notice of the Combined Hearing (and the Objection Deadline). No other or further notice is required.

4. The acceptances of the Plan were made in good faith and were solicited in good faith and in accordance with the provisions of Bankruptcy Code § 1125(g), and therefore are not subject to designation pursuant Bankruptcy Code § 1126(e).

5. Pursuant to Bankruptcy Code § 1125(g) and Bankruptcy Rule 3017(b), the Disclosure Statement is **APPROVED**.

C. Confirmation of the Plan and Approval of Plan Documents

6. The Plan complies with the applicable provisions of the Bankruptcy Code, as required by Bankruptcy Code § 1129(a)(1) thereof, including Bankruptcy Code §§ 1122 and 1123, and meets all of the applicable requirements of Bankruptcy Code § 1129(a) and (b), and should be approved.

7. The Plan is therefore **CONFIRMED** in its entirety under Bankruptcy Code § 1129, and all of the terms and conditions contained in the Plan are **APPROVED**. The terms of the Plan, including any exhibits attached thereto, are incorporated herein by reference into, and are an integral part of, this Order.

8. The classification of claims and interests contained in the Plan is reasonable and appropriate and complies with Bankruptcy Code § 1122.

9. The Debtor has complied with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules as required by Bankruptcy Code § 1129(a)(2).

10. The Plan has been proposed in good faith and not by any means forbidden by law

as required by Bankruptcy Code § 1129(a)(3).

11. The payments referenced in Bankruptcy Code § 1129(a)(4) have been approved by or remain subject to the approval of the Court as reasonable.

12. The Plan does not provide for a “rate change” as contemplated by Bankruptcy Code § 1129(a)(6), and such provision therefore does not prohibit confirmation of the Plan.

13. As required by Bankruptcy Code § 1129(a)(7), with respect to each impaired Class, each holder of a Claim or Interest of such Class has either accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount such holder would so receive or retain if the Debtor was liquidated in a Chapter 7 proceeding.

14. Bankruptcy Code § 1129(a)(8) is satisfied as to Class 2 as the Holders of Claims in Class 2 are not impaired under the Plan. Bankruptcy Code § 1129(a)(8) has likewise been satisfied as to Class 4 (Allowed General Unsecured Claims) as Class 4 voted to accept the Plan. Bankruptcy Code § 1129(a)(8) has not been met with respect to Classes 1, 3, 5, and 6.

15. With respect to the Holders of Claims in Classes 1, 3, and 5, and Interests in Class 6, the Plan complies with Bankruptcy Code § 1129(b)(1). The Plan can be confirmed despite the failure of Classes 1, 3, and 5 to accept the Plan and the deemed rejection by Class 6 because the Plan does not discriminate unfairly and is fair and equitable with respect to the Holders of Claims and Interests in Classes 1,3,5, and 6. Class 1 has been paid in full, the Allowed Claims of Class 3 will be paid in full when Allowed pursuant to the terms of the Plan, the Holder of Claims in Class 5 agreed to the treatment afforded to Class 5 pursuant to the *Debtor's Expedited Motion under Bankruptcy Code § 365 and Bankruptcy Rules 6006 and 9019 Seeking Approval (I) to Reject Hospital Lease Agreement and (II) of Settlement Agreement in Connection Therewith* [Docket No. 223] and the order thereon [Docket No. 275]. Further, with respect to the Holders

of Interests in Class 6, no Holders of any Interest junior to the Interests in Class 6 will receive or retain any property under the Plan on account of such Interest, consistent with Bankruptcy Code § 1129(b)(2)(C)(ii).

16. The Holders of Allowed Claims of the type identified in Bankruptcy Code § 1129(a)(9) shall receive the treatment required to be provided by such section under the Plan.

17. Class 4 has voted overwhelmingly to accept the Plan and qualifies as an accepting, impaired class for purposes of Bankruptcy Code § 1129(a)(10).

18. The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing: (i) is reasonable, persuasive, credible and accurate; (ii) utilizes reasonable and appropriate methodologies and assumptions; and (iii) has not been controverted by other evidence. The Plan provides for the orderly liquidation of the Debtor's assets by the Liquidation Trustee. Confirmation and consummation of the Plan are not likely to be followed by the need for further financial reorganization of the Debtor or any successor of the Debtor under the Plan, and accordingly, the Plan complies with 11 U.S.C. § 1129(a)(11). The structure of the Plan and mechanisms for implementation of the Plan are reasonable and appropriate

19. All fees payable under 28 U.S.C. § 1930 have been paid or have payment provided for as required by Bankruptcy Code § 1129(a)(12).

20. Bankruptcy Code §§ 1129(a)(13)-(16) are not implicated by the Plan.

21. The Debtor is authorized to implement the Plan in accordance with its terms and conditions.

22. All objections to confirmation of the Plan not withdrawn or otherwise resolved at or before the Confirmation Hearing are expressly overruled.

D. Effects of Confirmation of the Plan

23. In accordance with Bankruptcy Code § 1141, (i) the Plan and each of its provisions, (ii) all documents executed in connection with and pursuant to the terms of the Plan, and (iii) the Confirmation Order shall be binding upon the Debtor, upon each person or entity acquiring or receiving property under the Plan, upon each Holder of a Claim against or Interest in the Debtor, whether or not the Claim or Interest of such creditor or equity Interest Holder is impaired under the Plan and whether or not such creditor or equity interest holder has filed, or is deemed to have filed, a proof of Claim or Interest, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtor, and upon any other party in interest to this Bankruptcy Case, and irrespective of whether such provision of the Plan is specifically mentioned or otherwise referred to in these Findings of Fact and Conclusions of Law and Order.

24. Upon entry of this Order, the Debtor is authorized and directed to take all steps necessary and appropriate to implement the Plan without the need for further member, director, or other corporate approvals, including, without limitation, the Debtor's execution and implementation of the Liquidation Trust Agreement included in the Plan Supplement.

25. On the Effective Date, the Debtor shall file and serve a Notice of Effective Date.

26. On the Effective Date, except as otherwise specifically provided for in the Plan, all interests in the Debtor shall be canceled as more fully described in the Plan.

27. Except as otherwise provided in the Plan, this Order, or separate Final Order, any and all injunctions or automatic stays provided for in this Chapter 11 Case under Bankruptcy Code §§ 105 and 362, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect through the Effective Date.

28. On the Effective Date of the Plan, the Plan and each of its provisions shall be binding on the Debtor, the Liquidation Trust, the Liquidation Trustee, all Creditors, all Interest

Holders, and all Persons acquiring property under the Plan, whether or not they voted to accept the Plan, whether or not they had a right to vote on the Plan, whether or not any Claim or Interest held by any of them is impaired under the Plan, whether or not any Claim or Interest held by any of them is Allowed in full, only in part, or Disallowed in full, and whether or not a distribution is made to any of them under the Plan.

E. The Liquidation Trust Agreement

29. The Liquidation Trust Agreement is approved as to form and substance for use in establishing the Liquidation Trust under the terms of the Plan.

30. In accordance with Article V.E of the Plan, J. Gregg Pritchard is hereby appointed, as of the Effective Date of the Plan, to serve as the Liquidation Trustee of the Liquidation Trust.

31. In accordance with Article X of the Plan, on the Effective Date of the Plan, and except as otherwise expressly provided in the Plan, all Rights of Action, including, without limitation, all of the Rights of Action referenced in Article X and Exhibit B to the Plan, Article 4.E. and Exhibit 3 of the Disclosure Statement, shall be preserved and transferred to the Liquidation Trust, and on and after the Effective Date, the Liquidation Trustee shall have standing to pursue such Rights of Action, and is hereby appointed as of the Effective Date, and in accordance with Bankruptcy Code § 1123(b)(3), as the representative of the Estate for the purpose of enforcing, prosecuting and settling such Rights of Action.

32. On the Effective Date, title to all assets of the Debtor shall vest in the Liquidation Trust as, and to the extent, provided by the Plan.

33. On the Effective Date, or as soon thereafter as is practicable, the Liquidation Trustee shall establish and appropriately fund the following Reserves: (i) the Professional Fee Reserve; (ii) the Non-Professional Administrative Claim Reserve; (iii) the Priority Tax Claim

Reserve; (iv) the Priority Non-Tax Claim Reserve; and (iii) the Liquidation Trust Expense Reserve. Distributions from the Reserves shall be made by the Liquidation Trustee. Within ten (10) days after all Allowed Professional Fee Claims, Allowed Non-Professional Administrative Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims have been paid in full (provided all Disputed Non-Professional Administrative Claims, Professional Fee Claims, Secured Tax Claims, Priority Tax Claims, and Priority Non-Tax Claims have been resolved), the Liquidation Trustee shall transfer any unused portion of the Remaining Reserves to the Liquidation Trust to be administered in accordance with the Liquidation Trust Agreement and the Plan. The Liquidation Trustee may, in the exercise of his business judgment, transfer any unused portion of the Remaining Reserves to the Liquidation Trust prior to the resolution of all Disputed Claims with a priority senior to an Allowed General Unsecured Claim, provided that the Trustee maintains sufficient Cash in the Remaining Reserves to fully pay any such Disputed Claims.

34. In the event of a default under the Plan, a party in interest must send written notice of such default to the Liquidation Trustee. If the default has not been cured within thirty (30) days of sending such notice, a party in interest may file a motion with the Bankruptcy Court to enforce the provisions of the Plan or otherwise seek a remedy for such default.

F. Provisions Related to Executory Contracts

35. The Executory Contracts identified in the Plan Supplement are deemed assumed and assigned to the Liquidation Trustee effective as of the Effective Date without the need for any further action to be taken by the Debtor or the Liquidation Trustee. The Plan provides that all Executory Contracts, except those Executory Contracts identified in the Plan Supplement, that were not previously assumed or rejected by prior order of the Court are deemed rejected. The terms of the Plan shall govern the deadlines for filing proofs of claim resulting from such

rejection. Any such claims not filed as required by the Plan shall be discharged and forever barred. The Debtor's rejection of these Executory Contracts reflects the Debtor's sound business judgment and is reasonable and in the best interest of its estate.

36. All Rejected Executory Contracts shall be rejected as of the Confirmation Date (which rejection shall be effective on the Effective Date), and such Rejected Executory Contracts shall no longer represent the binding obligations of the Debtor after the Effective Date. Entry of this Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

37. The confirmation of the Plan, and the rejection of Executory Contracts under the Plan, shall not affect the validity or enforceability of the medical malpractice tail endorsement purchased by the Debtor to provide continuing insurance coverage for medical malpractice claims against the Debtor that arose before the closing of the sale of the Debtor's Hospital, including before the Petition Date.

G. Provisions Relating to the Comptroller

38. Notwithstanding anything else to the contrary in the Plan, the Confirmation Order or any documents implementing the Plan, the following provisions shall govern the treatment of the tax claims of the Texas Comptroller of Public Accounts ("Comptroller").

(a) The Comptroller's Priority Tax Claim for Franchise Taxes for Report Year 2016

39. The Debtor acknowledges that it has not yet filed or paid its report year 2016 franchise tax return (the "2016 Franchise Tax Return"). The Debtor has sought an extension of the deadline to file its 2016 Franchise Tax Return until November 15, 2016.

40. The Debtor acknowledges that the Comptroller filed a Proof of Claim (designated Claim No. 33-1 in the Claims Register) ("Claim 33-1") in the amount of \$213,400 to reflect the Debtor's indebtedness for its 2016 Franchise Tax Return.

41. The Debtor acknowledges that Claim No. 33-1 is estimated because the Debtor has not yet filed the 2016 Franchise Tax Return.

42. The Comptroller may freely amend Claim No. 33-1 at any time before or after the Effective Date to reflect the proper amount of the claim. Fifteen (15) days after filing the amended proof of claim, and service on counsel to the Debtor or Liquidation Trustee, as applicable, such amended claim shall be deemed pursuant to the Plan and Confirmation Order to be an Allowed Pre-Petition Priority Tax Claim, unless the Debtor objects to the amended claim within fifteen (15) days after such amended claim has been served as provided above. If the Debtor objects, the Allowed amount of the amended claim shall be the amount determined by the Bankruptcy Court after notice and a hearing.

43. The Debtor or Liquidating Trustee, as applicable, shall pay this Allowed Claim within ten (10) business days from the Allowance Date or such date as is mutually agreed upon by the Liquidation Trustee and the Comptroller. Notwithstanding the foregoing, the Liquidation Trustee shall not be obligated to pay the Comptroller's Allowed Claim relating to the 2016 Franchise Tax Return until all Allowed Administrative Expense Claims have been paid in full and the Liquidation Trustee has established reserves sufficient to pay all remaining Administrative Expense Claims upon Allowance.

44. No payments shall be made by the Debtor or the Liquidation Trustee to any other priority claims or any other classes of claims junior in priority to the Comptroller's claim until the Liquidation Trustee has created a reserve sufficient to pay Claim 33-1, as may be amended, in full.

(b) The Comptroller's Administrative Expense Claim for Franchise Taxes due Pursuant to its 2016 Final Return for Franchise Taxes

45. The Debtor acknowledges that the Comptroller filed a Proof of Claim for Administrative Expense and Request for Payment (designated No. 48-1 in the Claims Register)

(“Claim No. 48-1”) in the amount of \$88,916.66 to reflect the Debtor’s indebtedness relating to the final return for additional tax pursuant to Texas Tax Code 171.0011 (the “Final Return”).

46. The Debtor acknowledges that Claim No. 48-1 is estimated because the Debtor has not yet filed its Final Return.

47. The Comptroller may freely amend Claim No. 48-1 at any time before or after the Effective Date to reflect the proper amount of the claim. Fifteen (15) days after filing an amended proof of claim, and service on counsel to the Debtor or Liquidation Trustee, as applicable, such amended claim shall be deemed Allowed pursuant to the Plan and Confirmation Order as an Administrative Expense in the amount set forth in the amended claim, unless the Debtor objects to the amended claim within fifteen (15) days after such amended claim has been served as provided above. If the Debtor objects, the Allowed amount of the amended claim shall be the amount determined by the Bankruptcy Court after notice and a hearing and shall be deemed Allowed on the date the Bankruptcy Court enters its order on the same.

48. Unless otherwise agreed, the Debtor or Liquidating Trustee, as applicable, shall pay such Allowed Claim within ten (10) business days from the Allowance Date or such date as is mutually agreed upon by the Liquidation Trustee and the Comptroller. As soon as is practicable, but in any event prior to the payment of Allowed Administrative Expense Claims, other than Administrative Expense Claims that are Allowed as of the Effective Date, the Debtor or the Liquidation Trustee, as applicable shall establish a cash reserve in the amount of \$89,000 which shall be held pending the Allowance and payment of the Comptroller’s Claims relating to the Final Return (the “Final Return Reserve”). The Final Return Reserve shall not be a maximum amount or cap on the Allowed amount of the Comptroller’s Claims relating to the Final Return and, to the extent such Claims are Allowed in an amount that exceeds the amount in the Final Return Reserve, the Liquidation Trustee shall pay the remainder of any such Allowed

Claim in full from Liquidation Trust funds.

(c) Franchise Taxes Incurred or Accrued Subsequent to the 2016 Franchise Tax Return

49. In the event that the additional tax liability pursuant to Texas Tax Code 171.0011 is incurred and accrues after the end of calendar year 2016, the Comptroller shall not be required to file any request for payment or proof of claim for any such taxes and such taxes shall be deemed allowed pursuant to the Plan and Confirmation Order in the amounts reflected on the tax returns filed by the Debtor or Liquidating Trustee.

50. The Debtor or Liquidating Trustee, as applicable, shall timely file and pay all such returns in accordance with Texas tax law without any further notice or hearing pursuant to 28 U.S.C. §§ 959 and 960.

(d) The Comptroller's Priority Tax Claim for Sales Taxes

51. The Debtor acknowledges that the Comptroller filed a Proof of Claim for Administrative Expense and Request for Payment (designated No. 32-2 in the Claims Register) ("Claim No. 32-2") in the amount of \$926.33 to reflect the Debtor's indebtedness for sales taxes incurred subsequent to the Petition Date as estimated by the Comptroller.

52. The Comptroller may freely amend Proof of Claim No. 32-2 at any time before or after the Effective Date to reflect any change in the proper amount of the claim. Upon the filing of any such amendment the Comptroller shall promptly serve such amendment to Claim No. 32-2 on counsel to the Debtor or Liquidation Trustee, as applicable. The Debtor or Liquidation Trustee, as applicable, shall have until the later of (a) the applicable deadline for objecting to Claims under the Plan or (b) thirty (30) days following the date Claim No. 32-2 has been amended to object to amended Claim No. 32-2.

(e) The Debtor's Tax Refund Requests

53. The Comptroller acknowledges that the Debtor has filed various pending requests

for refunds of sales and use tax relating to the years 2013 through 2015. The Debtor further believes that it may file additional requests for refunds of sales and use tax relating to the years 2015 and 2016.

54. All refund requests of the Debtor shall be subject to verification and audit by the Comptroller in accordance with applicable law.

(f) Generally Applicable Provisions

55. The Debtor and Liquidating Trustee shall remain obligated to pay interest and penalties on the Comptroller's administrative expense tax claims as required by applicable law.

56. The Debtor and Liquidating Trustee shall remain obligated to pay post-confirmation interest on Allowed priority tax claims commencing on the Effective Date as required by 11 U.S.C. § 1129(a)(9)(C)(i) and applicable law.

57. The Debtor or Liquidating Trustee shall establish the Reserves as required in the Plan, including the Final Return Reserve.

58. The Debtor and the Liquidating Trustee shall continue to timely file all state tax returns and timely pay all taxes, penalties, interest and other charges associated therewith as required by applicable law in the ordinary course of business following the confirmation of the Plan, except as expressly provided herein.

59. The Comptroller reserves all rights to conduct audits as permitted under applicable law.

60. The Comptroller's rights of setoff are expressly preserved and shall not be altered or impaired except as otherwise provided herein.

61. Except as otherwise provided in the Plan, the rights of the Comptroller to pursue any non-debtor third parties for tax debts, liabilities or claims are expressly preserved and shall not be altered or impaired.

62. In the event the Debtor or the Liquidation Trustee fails to make a payment to the Comptroller when due under the Plan or this Order, the Comptroller may seek such relief as may be appropriate under applicable law or as otherwise provided in the Plan.

H. Miscellaneous Confirmation Provisions

63. The provisions of the confirmed Plan and this Order bind the Debtor and any Creditor or Interest Holder of the Debtor, whether or not the Claim or Interest of such Creditor or Interest Holder is impaired under the Plan and whether or not such Creditor or Interest Holder has accepted the Plan.

64. This Order is in recordable form, and shall be accepted by any filing or recording officer or authority of any applicable governmental unit for filing and recording purposes without further or additional orders, certifications, or other supporting documents.

65. The terms and conditions of the releases as set forth in Article IX.D and Article X.D of the Plan and the exculpation as set forth in Article IX.E of the Plan are approved.

66. Notwithstanding anything in the Plan to the contrary, all releases contained in the DIP Order related to GAHC3 DIP Lender and any of its respective affiliates, shareholders, officers, directors, members, managers, partners (limited or general), principals, employees, insurers, attorneys, advisors, representatives and other professionals, including, but not limited to the releases contained in Section 22 of the DIP Order are in no way affected and/or modified by the Plan and/or any provision therein, and all such releases shall remain in full force and effect following the confirmation of the Plan.

67. To the extent that, under applicable nonbankruptcy law, any of the actions contemplated in the Plan would otherwise require the consent or approval of the Holders of Interests in the Debtor, this Order shall constitute such consent or approval, and such actions shall be, and are deemed to have been taken by unanimous action of the Holders of Interests in

the Debtor.

68. Pursuant to Bankruptcy Code §§ 1123(a) and 1142(a), the provisions of this Order, the Plan, the Plan Documents, and all other agreements and documents executed and delivered pursuant to the Plan shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

69. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan before the Debtor's receipt of written notice of any such order; nor shall such reversal, modification, or vacatur of this Order affect the validity or enforceability of such act or obligation. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order before the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, and all documents, instruments and agreements related thereto or any amendments or modifications thereto.

70. The Debtor is authorized to serve a "Notice of Entry of Confirmation Order and Notice of Effective Date" on all creditors and parties-in-interest in this Chapter 11 Case, and such notice shall constitute notice in compliance with Bankruptcy Rule 2002.

71. The failure to include specifically any particular provision of the Plan in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent that the Plan is confirmed in its entirety.

72. The Administrative Claims Bar Date, the Professional Fee Claim Bar Date, and the Post-Petition Tax Claim Bar Date provided in Article II of the Plan are enforceable. Holders of Claims who file requests for payment of Claims after the applicable bar date in Article II or

elsewhere in the Plan or any other order of the Court, shall be forever barred from asserting such Claims against the Debtor or any of its affiliates or any of its respective property.

73. On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code §§ 1101(2) and 1127.

74. The fourteen-day stay under Bankruptcy Rule 3020(e) is waived and this Order shall become effective immediately upon its entry.

75. The Court's oral Findings of Fact and Conclusions of Law on the record at the Confirmation Hearing are incorporated herein by reference in their entirety.

76. The Court reserves the right to make additional Findings of Fact and Conclusions of Law as it deems necessary.

77. In the event of a conflict between the terms of this Order, the Plan, and/or the Plan Documents or any other supporting document, the provisions of this Order shall control.

END OF ORDER

Submitted by:

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ATTORNEYS FOR DEBTOR

EXHIBIT “A”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
FOREST PARK MEDICAL CENTER AT	§	Case No. 16-40273-rfn-11
SOUTHLAKE, LLC,	§	
	§	
Debtor.	§	

**FIRST AMENDED PLAN OF LIQUIDATION FOR FOREST PARK MEDICAL
CENTER AT SOUTHLAKE, LLC UNDER CHAPTER 11 OF THE UNITED STATES
BANKRUPTCY CODE**

Dated July 11, 2016

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ATTORNEYS FOR DEBTOR

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INTRODUCTION

Forest Park Medical Center at Southlake, LLC, the Debtor and debtor-in-possession in this Chapter 11 Case, hereby proposes this Chapter 11 Plan under Bankruptcy Code § 1121. The Plan is a liquidating Plan designed to maximize the value of the Estate by the establishment of a Liquidation Trust to liquidate the remaining assets of the Debtor's Estate, to create reserves for payment of certain Allowed Claims, to resolve the outstanding Claims against and Interests in the Debtor, and to coordinate distribution of the Cash in the Estate and any other proceeds of liquidation in furtherance of the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. No materials, other than the Disclosure Statement and any exhibits and schedules attached thereto or referenced therein, have been approved by the Debtor for use in soliciting acceptances or rejections of the Plan.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, CONSTRUCTION OF TERMS, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms.

All capitalized terms not defined elsewhere in the Plan shall have the meaning assigned to them in the Glossary of Defined Terms attached hereto as **Exhibit A**. Any capitalized term used in the Plan and not defined herein, but that is defined in the Bankruptcy Code, has the meaning assigned to that term in the Bankruptcy Code. Any capitalized term used in this Plan and not defined herein or in the Bankruptcy Code, but that is defined in the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Rules.

B. Rules of Interpretation and Construction of Terms.

1. For the purposes of the Plan, any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.
2. The words "herein," "hereof," and "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained in the Plan, unless the context requires otherwise.
3. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neuter form include the masculine, feminine, and neuter form.
4. Captions and headings to articles, sections, and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of the Plan.

5. The rules of construction set forth in Bankruptcy Code §102 shall apply.

6. All exhibits to the Plan are incorporated into the Plan by this reference and are a part of the Plan as if set forth fully herein. The Plan Supplement shall be filed with the Bankruptcy Court not less than ten (10) days prior to the commencement of the Confirmation Hearing. When filed, the Plan Supplement will be part of the Plan. Holders of Claims and Interests may obtain a copy of all Plan Documents, once filed, by written request sent to Haynes and Boone, LLP, Attn: Kim Morzak, 2323 Victory Ave., Suite 700, Dallas, Texas 75219-7673.

C. Computation of Time.

In computing any period of time, date, or deadline prescribed or allowed in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may or must occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

E. Governing Law.

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under the 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 conflicts of law thereof.

ARTICLE II. TREATMENT OF UNCLASSIFIED ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in the Plan.

A. Allowed Administrative Claims.

1. General: Subject to the Administrative Claims Bar Date provisions herein and unless otherwise provided for in the Plan or an order of the Bankruptcy Court, each Holder of an Allowed Administrative Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim, either payment in Cash from the Liquidation Trust equal to the unpaid amount of such Allowed Administrative Claim or such other less favorable treatment as to which the Debtor or the

Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim shall have agreed upon in writing.

2. Payment of Statutory Fees: All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in full in Cash from the Liquidation Trust when due.

3. Administrative Claims Bar Dates and Objection Deadlines:

a. Deadline: Except as otherwise provided in this section of the Plan, requests for payment of unpaid Administrative Claims for which no bar date has otherwise been previously established must be included in a motion or application and filed and served on the Post-Confirmation Service List no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file requests for payment of such Administrative Claims and that do not file such requests by the Administrative Claims Bar Date are forever barred from asserting such Administrative Claims against the Debtor, the Liquidation Trust, the Reserves, or their property. Objections to Administrative Claims must be filed and served on the Liquidation Trustee and the Holder of the Administrative Claim that is the subject of such objection no later than the Administrative Claim Objection Deadline.

b. Form: Requests for payment of Administrative Claims included in a Proof of Claim are of no force and effect, and are Disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed by timely motion or application as provided herein. However, to the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), a Proof of Claim filed by such Governmental Unit prior to the applicable bar date set forth in the Plan for filing a request for payment of such Administrative Claim shall fulfill the requirements of this section of the Plan.

c. Professionals: All Professionals shall file and serve on the Post-Confirmation Service List an application for final allowance of any Professional Fee Claim no later than the Professional Fee Claim Bar Date. Objections to Professional Fee Claims must be filed and served on the Liquidation Trustee and the Professional to whose application the objections are addressed no later than the Professional Fee Claim Objection Deadline. Any Professional that does not file an application for final allowance of any Professional Fee Claim by the Professional Fee Claim Bar Date is forever barred from asserting any such Professional Fee Claim against the Debtor, the Liquidation Trust, the Professional Fee Reserve, or their respective property.

d. Fees and Expenses of Liquidation Trustee: The Liquidation Trustee shall be reimbursed for his or her reasonable fees and out-of-pocket expenses (including the reasonable fees and expenses of any professionals employed by the Liquidation Trustee), incurred in connection with services provided to the Liquidation Trust, from the Liquidation Trust Expense Reserve and the assets of

the Liquidation Trust (excluding the funds in the Remaining Reserves) in accordance with the Liquidation Trust Agreement without application to the Bankruptcy Court. Except to the extent otherwise provided in the Liquidation Trust Agreement, any professional fees and reimbursements for expenses incurred by the Liquidation Trustee after the Effective Date may be paid solely from the Liquidation Trust Expense Reserve and the assets of the Liquidation Trust (excluding the funds in the Remaining Reserves) without application to the Bankruptcy Court.

e. Post-Petition Tax Claims: Requests for payment of Post-Petition Tax Claims for which no bar date has otherwise been previously established must be filed on or before the Post-Petition Tax Claim Bar Date. A Holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file and serve such request on the Post-Confirmation Service List by the Post-Petition Tax Claim Bar Date is forever barred from asserting any such Post-Petition Tax Claim against the Debtor, the Liquidation Trust, the Reserves, or their respective property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the Holder of an Allowed Post-Petition Tax Claim holds a Lien to secure its Post-Petition Tax Claim under applicable state law, the Holder of such Post-Petition Tax Claim shall retain its Lien until its Allowed Post-Petition Tax Claim has been paid in full. Objections to Post-Petition Tax Claims must be filed and served on the Liquidation Trustee, and the Holder of the Post-Petition Tax Claim that is the subject of such objection no later than the Post-Petition Tax Claim Objection Deadline.

4. Governmental Bar Dates:

a. Deadline: Except as otherwise provided in this section of the Plan, the deadline for filing Proofs of Claim by Governmental Units shall be the Governmental Bar Date (July 17, 2016) for all Governmental Units. Governmental Units that are required to file Proofs of Claim and that did not file such Proofs of Claim by the Governmental Bar Date are forever barred from asserting such Claims against the Debtor, the Liquidation Trust, the Reserves, or their property. Objections to Proofs of Claim of Governmental Units must be filed and served on the Liquidation Trustee and the Governmental Unit that is the subject of such objection.

b. Form: To the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), such Governmental Unit must have filed a Proof of Claim prior to the Governmental Bar Date or such claim is Disallowed as of the Effective Date.

B. Allowed Priority Tax Claims.

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Tax Claim shall receive from the Liquidation Trust in full satisfaction,

settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Allowed Priority Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Tax Claim or such other less favorable treatment as to which the Liquidation Trustee and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing. To the extent that there is insufficient available Cash in the Liquidation Trust to pay all Allowed Priority Tax Claims in full, no distributions will be made on account of Allowed Priority Tax Claims until the Liquidation Trust holds sufficient Cash to pay all Allowed Priority Tax Claims in full.

C. Reservation of Rights Under Bankruptcy Code § 505.

For the avoidance of doubt, and without limiting the generality of any similar provision of this Plan, the Debtor and the Estate reserve all rights under Bankruptcy Code § 505, as otherwise applicable, to contest Priority Tax Claims and to seek appropriate determinations under § 505 with respect thereto, all of which rights are transferred under this Plan to the Liquidation Trust.

D. Ordinary Course Liabilities.

Unless the Liquidation Trustee determines in the Liquidation Trustee's business judgment that an Ordinary Course Liability may not constitute an actual, necessary cost and expense of preserving the Estate in accordance with Bankruptcy Code § 503(b) (in which case the Liquidation Trustee shall notify the Holder of an Ordinary Course Liability that it must file a motion for payment of Administrative Claim), the Liquidation Trustee shall pay each Ordinary Course Liability pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability. Holders of an Ordinary Course Liability will not be required to file or serve any request for payment of the Ordinary Course Liability unless the Trustee has informed such Holder of the requirement to file such a notice or motion in accordance with the foregoing sentence.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

1. Pursuant to Bankruptcy Code § 1122, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent: (i) the Claim or Interest qualifies within the description of that Class; (ii) the Claim or Interest is an Allowed Claim or Allowed Interest in that Class; and (iii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with Bankruptcy Code § 1123(a)(1), all Claims and Interests except Administrative Claims and Priority Tax Claims are classified in the Classes set forth below.

B. Identification of Classes.

1. Class 1 - GAHC3 DIP Lender: Class 1 shall consist of the GAHC3 DIP Lender Allowed Secured Claim.
2. Class 2 -Allowed Secured Tax Claims: Class 2 shall consist of all Allowed Secured Tax Claims.
3. Class 3 - Allowed Priority Non-Tax Claims: Class 3 shall consist of all Allowed Priority Non-Tax Claims.
4. Class 4 - Allowed General Unsecured Claims: Class 4 shall consist of all Allowed General Unsecured Claims.
5. Class 5 - Allowed Claim of GAHC3 Landlord: Class 5 shall consist of the Lease Rejection Damages Claim held by GAHC3 Landlord.
6. Class 6 - Interests: Class 6 shall consist of all Interests in the Debtor.

C. Unimpaired Classes.

Class 2, Allowed Secured Tax Claims, is not Impaired under the Plan.

D. Impaired, Voting Classes.

Classes 1, 3, 4, and 5 are Impaired under the Plan. Under Bankruptcy Code §1126(a), holders of Claims and Interests in Classes 1, 3, 4, and 5 are entitled to vote to accept or reject the Plan.

E. Impaired, Non-Voting Classes.

Class 6 is Impaired under the Plan. Holders of Interests in Class 6 will not retain their Interests under the Plan, and no Distributions on account of such Interests will be made. Under Bankruptcy Code § 1126(g), Holders of Interests in Class 6 are conclusively presumed to have rejected the Plan, and therefore the Debtor will not solicit their votes.

F. Acceptance or Rejection of the Plan.

1. Voting and Acceptance by Impaired Classes of Claims: Each Impaired, Voting Class is entitled to vote separately to accept or reject the Plan. An Impaired, Voting Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.
2. Voting of Disputed Claims and Interests: A Holder of a Disputed Claim that has not been temporarily allowed for purposes of voting on the Plan may vote only such Disputed Claim in an amount equal to the portion, if any, of such Claim shown as fixed, liquidated, and undisputed in the Schedules.

3. Cramdown: If the Bankruptcy Court determines that all applicable requirements of Bankruptcy Code § 1129(a) are met with the exception of Bankruptcy Code § 1129(a)(8), the Plan shall be treated as a request by the Debtor for Confirmation of the Plan in accordance with Bankruptcy Code § 1129(b), notwithstanding the failure to satisfy the requirements of Bankruptcy Code § 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the Plan.

G. Elimination of Classes for Voting Purposes.

Any Class as to which there are no Allowed Claims or Interests or as to which no vote is cast shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan by such Class under Bankruptcy Code § 1129(a)(8).

H. Controversy Concerning Classification, Impairment or Voting Rights.

In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Holder of a Claim or Interest under the Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim the fixing or liquidation of which, as the case may be, would unduly delay the administration of the Chapter 11 Case and (ii) any right to payment arising from an equitable remedy for breach of performance. In addition, the Bankruptcy Court may, in accordance with Bankruptcy Code § 506(b), conduct valuation hearings to determine the Allowed Amount of any Secured Claim.

ARTICLE IV. TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

A. Treatment of Class 1 - GAHC3 DIP Lender Allowed Secured Claim.

On the Effective Date, GAHC3 DIP Lender shall receive, in full and final satisfaction of the Debtor's obligation pursuant to the GAHC3 DIP Lender Allowed Secured Claim, payment of all outstanding principal and interest due under the GAHC3 DIP Loan Agreement, except as otherwise agreed to by GAHC3 DIP Lender.

B. Treatment of Class 2 - Allowed Secured Tax Claims.

If there is more than one Allowed Secured Tax Claim, each separate Allowed Secured Tax Claim will be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim within ten (10) days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Allowed Secured Tax Claim, either Cash, including from the Priority Tax Claim Reserve, equal to the unpaid amount of such Allowed Secured Tax Claim or such other less favorable treatment as to which the Liquidation Trustee and the Holder of such Allowed Secured Tax Claim shall have agreed upon in writing. Each Holder of a Secured Tax Claim shall retain its Liens on

applicable collateral to the same extent and priority previously held, notwithstanding the transfer of such collateral into the Liquidation Trust, until either (i) its Secured Claim has been Allowed and treated in accordance with this provision of the Plan, or (ii) its Secured Claim has been Disallowed. The Holder of an Allowed Secured Tax Claim shall not be entitled to foreclose such Lien absent further order of the Bankruptcy Court.

C. Treatment of Class 3 - Allowed Priority Non-Tax Claims.

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall receive from the Liquidation Trust in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Non-Tax Claim on the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Allowed Priority Non-Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim or such other less favorable treatment as to which the Liquidation Trustee and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing. In the event that there is insufficient Cash in the Priority Non-Tax Claim Reserve to pay all Allowed Class 3 Claims in full, Holders of Allowed Claims entitled to priority under Bankruptcy Code §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) shall be paid in full in Cash before Distributions are made to Holders of Allowed Claims entitled to priority under other subsections of § 507. In the event that there is insufficient Cash in the Priority Non-Tax Claims Reserve to pay all Allowed Class 3 Claims entitled to priority under a section of the Bankruptcy Code other than §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) in full, the Holders of such Claims will receive a Pro Rata Share of the available Cash. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions until all Priority Non-Tax Claims have been paid in full.

D. Treatment of Class 4 - Allowed General Unsecured Claims.

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, a beneficial interest in the Liquidation Trust as set forth in Article V hereof entitling such Holder to receive on account of such Claim, such Holder's Pro Rata Share of any Cash Distribution from the Liquidation Trust to Holders of Allowed General Unsecured Claims in accordance with Article V of this Plan, on or as soon as practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the initial Distribution Date and on each periodic Distribution Date thereafter, (d) the date on which all estimated Allowed Claims in Classes 1, 2, and 3 have been paid in full (unless sufficient reserves exist, as determined by the Liquidation Trustee in his or her business judgment, to ensure payment in full of all such estimated Allowed Claims), and (e) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of an Allowed General Unsecured Claim. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions unless and until all Allowed Administrative Claims (including Allowed Professional Fee Claims), Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims have been paid in full. Each Holder of Allowed General Unsecured Claims shall receive such Distributions in accordance with the provisions set forth in Article V. Notwithstanding the foregoing, the Holder of an Allowed General Unsecured Claim may receive such other less favorable treatment as may be agreed to by such Holder and the Liquidation Trustee.

E. Treatment of Class 5 - Allowed Claim of GAHC3 Landlord.

As a result of the Debtor's rejection of its Hospital Lease pursuant to the Hospital Lease Rejection Order, GAHC3 Landlord received the Lease Rejection Damages Claim in the amount of \$23,957,479.93. The Lease Rejection Damages Claim constitutes an Allowed Claim.

GAHC3 Landlord shall receive in full satisfaction, settlement, release, and discharge of and in exchange for the Lease Rejection Damages Claim, a beneficial interest in the Liquidation Trust as set forth in Article V of the Plan entitling GAHC3 Landlord to receive on account of the Lease Rejection Damages Claim, its Pro Rata Share of any Cash Distribution from the Liquidation Trust *pari passu* with the rights of Allowed General Unsecured Claims in accordance with Article V of this Plan, except that GAHC3 Landlord will not receive any distributions on account of the Lease Rejection Damages Claim until such time as \$750,000 has been distributed to Holders of Allowed General Unsecured Claims. Notwithstanding the foregoing, GAHC3 Landlord may receive such other less favorable treatment on account of the Lease Rejection Damages Claim as may be agreed to by GAHC3 Landlord and the Liquidation Trustee.

F. Treatment of Class 6 – Interests.

On the Effective Date, all Interests in Class 6 shall be canceled and extinguished and Interest Holders shall not be entitled to receive any Distributions on account of such Interests.

**ARTICLE V.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Cancellation of Interests and Dissolution of Debtor.

On the Effective Date, except as otherwise specifically provided for in the Plan: (i) all Interests in the Debtor shall be canceled; (ii) the obligations of, Claims against, and Interests in the Debtor arising under, evidenced by, or relating to any agreements, contracts, indentures, certificates of designation, bylaws, certificates or articles of incorporation, or similar documents governing the Interests shall be released and discharged; and (iii) the Debtor shall be dissolved. The Liquidation Trustee may, in his or her discretion, file all necessary certificates of dissolution and take any other actions necessary or appropriate to reflect the dissolution of the Debtor under applicable state law where the Debtor was organized or formed. All applicable regulatory or governmental agencies shall accept any certificates of dissolution or other papers filed by the Liquidation Trustee on behalf of the Debtor and shall take all steps necessary to allow and reflect the prompt dissolution of the Debtor as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates, except as the Liquidation Trustee may determine in his or her sole discretion.

B. The Debtor's Assets.

The Debtor's assets include: (i) Remaining Cash, including, without limitation, any and all Cash held in any general, escrow or segregated separate accounts during the pendency of the Chapter 11 Case; (ii) the remaining Pre-Petition Accounts Receivable; (iii) Post-Petition / Pre-Closing Accounts Receivable; (iv) all Rights of Action, including Avoidance Actions, and

the proceeds thereof, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan; (v) the FPMC Services Membership Interests; and (vi) all other property interests, rights, claims, defenses and causes of action of the Debtor or its Estate, including but not limited to unpaid Tax Refunds, insurance policy proceeds, returned deposits, unexercised contract rights, and unpaid insurance policy premium refunds.

On the Effective Date, all of the assets of the Debtor and the Estate existing as of the Effective Date, shall be transferred and become vested in the Liquidation Trust pursuant to and in accordance with the terms of this Plan.

C. Corporate Action.

The entry of the Confirmation Order shall constitute authorization for the Debtor and Liquidation Trustee (as applicable) to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, without limitation, any action required by the Interest holders, officers, or directors of the Debtor, including, among other things: (1) the cancellation of the Interests in the Debtor; (2) all transfers of assets that are to occur pursuant to the Plan; (3) the incurrence of all obligations contemplated by the Plan and the making of Distributions; and (4) the implementation of all settlements and compromises as set forth in or contemplated by the Plan. As of the Effective Date, the Liquidation Trustee is authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and the Liquidation Trustee, as applicable.

D. Patient Records.

Methodist's obligations with respect to the payment of Patient Records Costs as described in ¶¶ NN and 78 of the FPMC Sale Order, shall remain in full force and effect. Through Bankruptcy Code § 351 Congress provided for shortened storage requirements for patient records. The Debtor and/or Liquidation Trustee (as applicable), will take the following steps pursuant to Bankruptcy Code § 351 with respect to the Patient Records:

1. Publication Notice: On the Effective Date, or as soon thereafter as reasonably possible, the Debtor and/or Liquidation Trustee shall publish in such newspaper or newspapers as shall be ordered by the Bankruptcy Court, the Publication Notice.
2. Mailing of Notice to Patients. During the first one hundred-eighty (180) days after the publication of the Publication Notice in accordance with Article V.D.1 of the Plan, the Liquidation Trustee shall mail the Patient Records Mail Notice to all of the parties on the Patient Mailing List.
3. Patient Records Service Provider. The Debtor and/or Liquidation Trustee, as applicable, is authorized to engage the Patient Records Service Provider on the terms and conditions set forth in the Patient Records Service Provider Agreement, which shall be

included in the Plan Supplement, to maintain and store the Patient Records and to respond to requests for such records during the Patient Records Maintenance Period, which services by the Patient Records Service Provider shall comply with the requirements imposed by Bankruptcy Code § 351.

4. Notice to HHS. If the Publication Notice has been published and the Patient Records Mail Notice has been mailed as provided in accordance with Article V.D.1 of the Plan, the Liquidation Trustee shall mail, by certified mail, at the end of the Patient Records Maintenance Period the HHS Patient Records Request requesting permission to deposit with HHS any remaining Patient Records that have not been claimed by an authorized party during the Patient Records Maintenance Period. HHS shall have thirty (30) days to grant or deny the HHS Patient Records Request, and if no written response is received by the Liquidation Trustee either granting or denying the HHS Patient Records Request, the HHS Patient Records Request shall be deemed denied on the thirty-third (33rd) day following the date the Liquidation Trustee mails the HHS Patient Records Request.

5. Destruction of Patient Records. After the Patient Records Maintenance Period has concluded, if the HHS Patient Records Request has been denied, any remaining Patient Records that have not been claimed by an authorized party shall be caused to be destroyed by the Liquidation Trustee as provided in Bankruptcy Code § 351(3). Promptly after the remaining Patient Records have been destroyed in accordance with Bankruptcy Code § 351(3), the Liquidation Trustee shall file a notice with the Bankruptcy Court consistent with Bankruptcy Rule 6011 certifying that the remaining Patient Records have been destroyed.

E. Liquidation Trust.

1. Creation of the Liquidation Trust and Appointment of the Liquidation Trustee: On the Effective Date, the Liquidation Trust shall be created pursuant to the Liquidation Trust Agreement. The Liquidation Trust shall operate under the provisions of the Liquidation Trust Agreement. The Liquidation Trust shall be administered by the Liquidation Trustee. The Liquidation Trustee shall be appointed as of the Effective Date and shall be compensated and otherwise bound by the terms of the Liquidation Trust Agreement without further order of the Bankruptcy Court. The Plan will be administered and actions will be taken in the name of the Debtor or Liquidation Trust, as appropriate, through the Liquidation Trustee, irrespective of whether the Debtor has been dissolved. The Liquidation Trust Agreement shall be deemed approved and effective on the Effective Date subject to execution by the Liquidation Trustee and the Debtor. The identity of the Liquidation Trustee and a form of Liquidation Trust Agreement will be included in the Plan Supplement.

2. Property of the Liquidation Trust: On the Effective Date, the Debtor and Estate shall be deemed to have transferred and/or assigned any and all assets of the Debtor and the Estate as of the Effective Date, including, without limitation and except as otherwise provided in the Plan, (i) Remaining Cash and accounts, including, without limitation, any and all Cash held in any general, escrow or segregated separate accounts during the

pendency of the Chapter 11 Case, (ii) the remaining Pre-Petition Accounts Receivable, (iii) Post-Petition/Pre-Closing Accounts Receivable, (iv) all Rights of Action, including Avoidance Actions, and the proceeds thereof, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan, (v) the FPMC Services Membership Interests, (vi) all other property interests, rights, claims, defenses and causes of action of the Debtor or its Estate, including but not limited to unpaid Tax Refunds, insurance policy proceeds, returned deposits, unexercised contract rights, and unpaid insurance policy premium refunds, and (vii) attorney-client, work-product and all other privileges.

3. Creation of Reserves: To the extent not otherwise provided for herein or ordered by the Bankruptcy Court, the Liquidation Trustee shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for accrued expenses and for payment of prospective expenses and liabilities of the Estate and the Liquidation Trust after the Effective Date. On the Effective Date, the Liquidation Trustee will establish and appropriately fund the following Reserves: (i) the Professional Fee Reserve; (ii) the Non-Professional Administrative Claim Reserve; (iii) the Priority Tax Claim Reserve; (iv) the Priority Non-Tax Claim Reserve; and (v) the Liquidation Trust Expense Reserve. Distributions from the Reserves shall be made by the Liquidation Trustee. Within ten (10) days after all Allowed Professional Fee Claims, Allowed Non-Professional Administrative Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims have been paid in full (provided all Disputed Non-Professional Administrative Claims, Professional Fee Claims, Secured Tax Claims, Priority Tax Claims, and Priority Non-Tax Claims have been resolved), the Liquidation Trustee shall transfer any unused portion of the Remaining Reserves to the Liquidation Trust to be administered in accordance with the Liquidation Trust Agreement and the Plan. The Liquidation Trustee may, in the exercise of his or her business judgment, transfer any unused portion of the Remaining Reserves to the Liquidation Trust prior to the resolution of all Disputed Claims with a priority senior to an Allowed General Unsecured Claim, provided that the Trustee maintains sufficient Cash in the Remaining Reserves to fully pay any such Disputed Claims.

Notwithstanding any contrary provision contained herein (other than the requirements for segregation of undeliverable distributions set forth in Article VIII below), the Liquidation Trustee shall not be obligated to physically segregate and maintain separate accounts for reserves or for other purposes. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidation Trustee to determine Cash available for Distributions, Reserves and amounts to be paid to parties-in-interest.

4. Officers, Directors, and Shareholders:

a. Directors, Officers, and Employees: On the Effective Date, the authority, power and incumbency of J. Robert Medlin, as chief restructuring officer of the Debtor and Walt Brown, as restructuring officer of the Debtor, shall be terminated and cease and J. Robert Medlin and Walt Brown shall be deemed to have resigned. In addition, on the Effective Date, the authority, power and incumbency

of all other directors and officers of the Debtor shall be terminated and cease and all other directors and officers shall be deemed to have resigned.

b. Succession by Liquidation Trustee: On the Effective Date, the Liquidation Trustee succeeds to such powers as would have been applicable to the Debtor's officers, directors and shareholders.

5. Liquidation Trustee: The salient terms of the Liquidation Trustee's employment, including the Liquidation Trustee's duties and compensation, to the extent not set forth in the Plan, shall be set forth in the Liquidation Trust Agreement. In general, the Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to Bankruptcy Code § 1123(b)(3)(B). The Liquidation Trustee shall have fiduciary duties to beneficiaries of the Liquidation Trust in the same manner that members of an official committee of creditors appointed pursuant to Bankruptcy Code § 1102 have fiduciary duties to the creditor constituents represented by such a committee. The Liquidation Trust Agreement shall specify the terms and conditions of the Liquidation Trustee's compensation, responsibilities and powers. The duties and powers of the Liquidation Trustee shall generally include, without limitation, the following:¹

- a. To exercise all power and authority, that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders; including, without limitation, amendment of the articles of organization and by-laws of the Debtor, the dissolution of the Debtor, and the assertion or waiver of any of the Debtor's attorney/client privilege;
- b. To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate Reserves, in the name of either of the Debtor or the Liquidation Trustee, even in the event of the dissolution of the Debtor;
- c. Subject to the applicable provisions of the Plan, to collect and liquidate all assets of the Estate pursuant to the Plan and to administer the winding-up of the affairs of the Debtor;
- d. To object to, defend, compromise, and/or settle any Claims (Disputed or otherwise) as discussed in Article VII hereof without the necessity of approval of the Bankruptcy Court and/or to seek Court approval for any Claims settlement to the extent thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

¹ In the case of a conflict between the Liquidation Trust Agreement and the Plan, the Liquidation Trust Agreement shall control.

- e. To the extent ordered by the Bankruptcy Court, to defend, compromise and/or settle any Rights of Action transferred to the Liquidation Trust in this Plan by filing a notice of compromise and settlement with the Bankruptcy Court, which shall be deemed approved if no objection is filed within twenty-three (23) days after the date of filing, and which shall be subject to approval of the Bankruptcy Court to the extent an objection is filed;
- f. To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay the charges incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan, without application to the Bankruptcy Court, with such charges to be paid solely from the Liquidation Trust Expense Reserve and the Liquidation Trust Assets (excluding the Remaining Reserves);
- g. To cause, on behalf of the Liquidation Trust, the Debtor and the Estate, that all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law are prepared and filed timely;
- h. To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;
- i. To invest Cash in accordance with Bankruptcy Code § 345 or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidation Trustee;
- j. To collect any accounts receivable or other claims and assets of the Debtor or the Estate not otherwise disposed of pursuant to the Plan, including without limitation, the Pre-Petition Accounts Receivable and the Post-Petition/Pre-Closing Accounts Receivable;
- k. To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtor or the Liquidation Trustee thereunder;
- l. To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization at the discretion of the Liquidation Trustee, any assets that the Liquidation Trustee concludes are of inconsequential benefit to Creditors of the Estate or, at the conclusion of the Chapter 11 Case, are determined to be too impractical to distribute;
- m. To investigate, prosecute and/or settle Rights of Action, including, but not limited to Avoidance Actions, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Rights of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;

- n. To utilize trust assets to purchase or create and carry all appropriate new insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee;
- o. To implement and/or enforce all provisions of the Plan;
- p. To maintain appropriate books and records (including financial books and records);
- q. To collect and liquidate all assets of the Estate pursuant to the Plan and administer the winding-up of the affairs of the Debtor including, but not limited to, closing the Chapter 11 Case;
- r. To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports until such time as such reports are no longer required, a Final Decree is entered closing the Chapter 11 Case or the Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise;
- s. To file with the Bankruptcy Court and serve upon the Post-Confirmation Service List, within twenty-five (25) days after the end of each quarter, a report setting forth: (i) the receipt and disposition by the Liquidation Trustee of property of the Estate or the Debtor during the prior quarter, including the disposition of funds in the Liquidation Trust; (ii) all Disputed Claims resolved by the Liquidation Trustee during such period; and (iii) the status of Rights of Action; and
- t. To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

6. Resignation, Death, or Removal of the Liquidation Trustee: The Liquidation Trustee may resign at any time upon thirty (30) days' written notice to the Post-Confirmation Service List provided that a successor Liquidation Trustee is appointed pursuant to the Liquidation Trust Agreement. No successor Liquidation Trustee shall in any event have any liability or responsibility for the acts or omissions of any of his or her predecessors. Every successor Liquidation Trustee shall execute, acknowledge and file with the Bankruptcy Court and deliver to the Post-Confirmation Service List an instrument in writing accepting such appointment hereunder, and thereupon such successor Liquidation Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his or her predecessor.

7. Exculpation of the Liquidation Trustee: **FROM AND AFTER THE EFFECTIVE DATE, THE LIQUIDATION TRUSTEE AND ITS PROFESSIONALS SHALL BE EXCULPATED BY THE ESTATE AND ALL HOLDERS OF CLAIMS OR INTERESTS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND ASSERTIONS OF LIABILITY ARISING OUT OF THEIR PERFORMANCE OF THE DUTIES CONFERRED UPON THEM BY**

THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR ANY ORDERS OF THE BANKRUPTCY COURT, EXCEPT TO THE EXTENT AN ACT CONSTITUTES BAD FAITH, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD. NO HOLDER OF A CLAIM OR INTEREST OR REPRESENTATIVE THEREOF SHALL HAVE OR PURSUE ANY CLAIM OR CAUSE OF ACTION AGAINST THE LIQUIDATION TRUSTEE OR ITS PROFESSIONALS FOR TAKING ANY ACTION IN ACCORDANCE WITH THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR TO IMPLEMENT THE PROVISIONS OF THE PLAN OR ANY ORDER OF THE BANKRUPTCY COURT. NOTHING IN THIS PROVISION SHALL BE DEEMED TO ALTER THE PROVISIONS OF THE LIQUIDATION TRUST AGREEMENT.

8. Injunction: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN AND EXCEPT IN CONNECTION WITH THE ENFORCEMENT OF THE TERMS OF THIS PLAN OR ANY DOCUMENTS PROVIDED FOR UNDER THIS PLAN, ALL ENTITIES THAT HAVE, HOLD, OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE DEBTOR OR THE ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM: (I) COMMENCING OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST, AND THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST, INCLUDING BUT NOT LIMITED TO THE ENFORCEMENT, ATTACHMENT, COLLECTION OR RECOVERY BY ANY MANNER OR MEANS, DIRECTLY OR INDIRECTLY, OF ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST, OR THE ESTATE, OR ANY PROPERTY OF THE LIQUIDATION TRUST OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST, (II) CREATING, PERFECTING OR ENFORCING, DIRECTLY OR INDIRECTLY, ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST OR THE ESTATE, OR ANY PROPERTY OF THE DEBTOR, THE LIQUIDATION TRUST OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST; OR (III) TAKING ANY ACTION, IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN WITH RESPECT TO SUCH CLAIM OR INTEREST.

9. Reliance by the Liquidation Trustee: The Liquidation Trustee may rely, and shall be fully protected in acting or refraining from acting, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties, and the Liquidation Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein.

10. Tax Treatment of Liquidation Trust: The Debtor intends that the Liquidation Trust will be treated as a “liquidating trust” within the meaning of Section 301.7701-4(d)

of the Treasury Regulations. Accordingly, the Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash any non-Cash assets, make timely distributions to the beneficiaries of the Liquidation Trust, and not unduly prolong its duration. The transfer of the Debtor's and the Estate's remaining assets to the Liquidation Trust shall be treated as a transfer to the beneficiaries of the Liquidation Trust for all purposes of the Internal Revenue Code (e.g., sections 61(a)(12), 483, 1001, 1012 and 1274) followed by a deemed transfer by such beneficiaries to the Liquidation Trust. The Liquidation Trust shall be considered a "grantor" trust, and the beneficiaries of the Liquidation Trust shall be treated as the grantors and deemed owners of the Liquidation Trust. To the extent valuation of the transferred property to the Liquidation Trust is required under applicable law, the Liquidation Trustee shall value the transferred property and notify in writing the beneficiaries of the Liquidation Trust of such valuations. The assets transferred to the Liquidation Trust shall be valued consistently by the Liquidation Trustee and the Trust beneficiaries, and these valuations will be used for all federal income tax purposes.

11. Liquidation Trust Interests: Liquidation Trust Interests shall not be represented by certificates and shall be transferable subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law.

12. Costs of Liquidation Trust: The Liquidation Trustee shall pay Plan administration costs, costs of holding and liquidating any non-Cash property, and costs of prosecution of any and all Rights of Action held by the Liquidation Trust, including but not limited to taxes and professional fees, from the funds in the Liquidation Trust Expense Reserve and the Liquidation Trust, excluding funds in the Remaining Reserves.

13. Distributions: Distributions to Holders of Allowed General Unsecured Claims shall be made at the discretion of the Liquidation Trustee through the exercise of its business judgment. After the payment in full of all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, the Remaining Cash not otherwise allocated to the payment of costs of the Liquidation Trust, including without limitation any remaining cash held in the Liquidating Trust Expense Reserve, shall be distributed to the holders of Allowed General Unsecured Claims.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Executory Contracts and Unexpired Leases.

Unless rejected or assumed by prior order of the Bankruptcy Court, each Executory Contract and Unexpired Lease shall be rejected as of the Confirmation Date (which rejection shall be effective on the Effective Date), and such rejected Executory Contracts and Unexpired Leases shall no longer represent binding obligations of the Debtor or the Liquidation Trust after the Effective Date. Entry of the Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

B. Rejection Claim Bar Date.

Any Claim arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Confirmation Order or prior order of the Bankruptcy Court must be filed with the Bankruptcy Court on or before the Rejection Claim Bar Date, and must be served on the Liquidation Trustee and his/her counsel, if the Liquidation Trustee has retained counsel. Any such Claims not filed by the Rejection Claim Bar Date are discharged and forever barred. Each Allowed Claim arising from the rejection of an Executory Contract shall be treated as an Allowed General Unsecured Claim. The Bankruptcy Court shall determine the amount, if any, of the Claim of any Entity seeking damages by reason of the rejection of any Executory Contract or Unexpired Lease.

C. Reservation of Rights.

Neither the exclusion nor inclusion of any contract or lease by the Debtor on its Schedules, nor anything contained in the Plan, will constitute an admission by the Debtor or the Liquidation Trust that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtor or the Liquidation Trustee has any liability under any such contract or lease. Nothing in the Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtor or the Liquidation Trust under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease. Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor or the Liquidation Trustee under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease.

**ARTICLE VII.
OBJECTIONS TO AND PROCEDURES FOR
RESOLVING DISPUTES REGARDING CLAIMS AND INTERESTS**

A. Objections to Claims and Interests.

Unless otherwise provided herein or as otherwise ordered by the Bankruptcy Court after notice and a hearing, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made as soon as practicable, but in no event later than one hundred eighty (180) days after the Effective Date. The deadline to object to Claims can be extended automatically for an additional ninety (90) days by the Liquidation Trustee filing a notice with the Bankruptcy Court. Further extensions to the deadline to object to Claims may be granted by the Bankruptcy Court upon motion of the Liquidation Trustee without notice or a hearing. The fact that a Claim has not been objected to prior to the Confirmation Hearing or solicitation on the Plan should not be deemed by any Holder of a Claim, whether the Claim arises from a Proof of Claim, the Schedules, or a motion with the Bankruptcy Court, to be a determination by the Debtor that such Claim is an Allowed Claim. The Debtor, or the Liquidation Trustee, as applicable, may object to any Claim for which the applicable objection deadline has not passed, including with respect to Claims that arise from the Debtor's Schedules.

B. Claims Filed After Objection Deadline.

Following the Proof of Claim Bar Date, no proofs of claim may be filed in the Chapter 11 Case without prior authorization of the Bankruptcy Court and any such proof of claim which is filed without such authorization shall be deemed null, void and of no force or effect. Except as otherwise provided in the Plan, following the Confirmation Date, a Claim may not be amended unless such amendment results in a decrease of the amount of the Claim, the change in priority of the Claim to a lower priority under the Bankruptcy Code, or the withdrawal of the Claim, and any such unauthorized amendment shall be deemed null, void and of no force or effect. Claims filed or identified in the Schedules may be amended or reconsidered only as provided in the Bankruptcy Code and Bankruptcy Rules, except that Claims filed or identified in the Schedules may be objected to by following the same procedures for objecting to Proofs of Claim as provided in the Bankruptcy Code, the Bankruptcy Rules, or the Plan.

C. Claims Listed as Contingent, Unliquidated, or Disputed in Schedules.

ANY CLAIM THAT HAS BEEN OR IS HEREAFTER LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, AND FOR WHICH NO PROOF OF CLAIM HAS BEEN TIMELY FILED IS CONSIDERED DISALLOWED ON THE EFFECTIVE DATE WITHOUT FURTHER ACTION BY THE DEBTOR OR THE LIQUIDATION TRUSTEE AND WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT. THE FACT THAT A CLAIM HAS NOT BEEN LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, SHOULD NOT BE DEEMED AS A FINAL DETERMINATION BY THE DEBTOR OR ITS PROFESSIONALS THAT SUCH CLAIM IS A VALID CLAIM. UNTIL THE APPLICABLE DEADLINE FOR OBJECTING TO CLAIMS HAS PASSED, OR UNTIL SUCH TIME AS A FINAL ORDER OF THE BANKRUPTCY COURT HAS BEEN ENTERED ALLOWING A CLAIM, THE DEBTOR, THE LIQUIDATION TRUSTEE, OR ANY OTHER PERSON OR ENTITY WITH STANDING MAY OBJECT TO ANY SUCH CLAIMS.

D. Retention of Claims and Defenses.

After the Effective Date, except as released in the Plan or by Bankruptcy Court order, the Liquidation Trustee shall have and retain any and all rights and defenses the Debtor had with respect to any Claims and Rights of Action immediately prior to the Effective Date.

E. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Liquidation Trustee shall have the authority: (1) to file, withdraw, or litigate to judgment any objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

F. Adjustment to Claims Without Objection.

Any Claim that has been paid or satisfied or any Claim that has been amended or superseded may be adjusted for Distribution purposes by the Liquidation Trustee without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disallowance of Claims or Interests.

Any Claims held by Entities from which property is recoverable under Bankruptcy Code §§ 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed Disallowed pursuant to Bankruptcy Code § 502(d), and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Rights of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by that Entity have been turned over or paid to the Liquidation Trustee.

H. Offer of Judgment.

The Liquidation Trustee is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Holder's Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim must pay the costs incurred by the Liquidation Trustee after the Liquidation Trustee makes such offer, the Liquidation Trustee, as applicable, is entitled to set off such amounts against the amount of any distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VIII. PROVISIONS GOVERNING DISTRIBUTIONS OF PROPERTY UNDER THE PLAN

A. General.

Except as otherwise specified herein, the Liquidation Trustee shall make all Distributions required under the Plan.

B. Delivery of Distributions.

Subject to Bankruptcy Rule 9010, Distributions to Holders of Allowed Claims will be made by mail (1) at the address of each such Holder as set forth on the Proof of Claim filed by such Holder, (2) at the address set forth in any written notice of address change delivered after the date of any related Proof of Claim to the Liquidation Trustee, or (3) at the address reflected in the Schedules filed by the Debtor if no Proof of Claim is filed and the Liquidation Trustee has not received a written notice of address change.

If any Distribution to the Holder of an Allowed Claim is returned as undeliverable, the Liquidation Trustee shall use reasonable efforts to determine such Holder's then-current address. After reasonable efforts, if the Liquidation Trustee still cannot determine such Holder's

then-current address, no further Distributions shall be made to such Holder unless and until the Liquidation Trustee is notified of such Holder's then-current address.

Undeliverable distributions shall be set aside and held in a segregated account in the name of the Liquidation Trustee. If the Liquidation Trustee is able to determine or is notified of such Holder's then-current address, then such Distribution shall be paid or distributed to such Holder within ten (10) Business Days of the date the Liquidation Trustee determines the Holder's then-current address. If the Liquidation Trustee cannot determine, or is not notified of, a Holder's then-current address by the later of three (3) months after the Distribution Date or three (3) months after the date of the first Distribution to such Holder, the Distribution reserved for such Holder shall be deemed an unclaimed Distribution to which section D of this Article shall apply.

C. Rounding of Fractional Distributions.

Notwithstanding any other provision of the Plan, the Liquidation Trustee shall not be required to make any Distributions or payment of fractional cents. Whenever any payment of Cash of a fraction of a cent would otherwise be required under the Plan, the actual payment may reflect a rounding of such fraction (up or down) to the nearest whole cent, with half cents or less being rounded down.

D. Unclaimed Distributions.

If the current address of a Holder of an Allowed Claim entitled to a Distribution has not been determined by the later of three (3) months after the Distribution Date or three (3) months after the date of the first Distribution to such Holder, then such Holder shall be deemed to have released such Allowed Claim. If such Holder was entitled to a pro-rata Distribution as a Holder of an Allowed Claim, then that Holder's Distribution(s) shall revert back to the Liquidation Trust to be further administered pursuant to the provisions of the Plan.

E. Uncashed Checks.

Checks issued in respect of Allowed Claims will be null and void if not negotiated within ninety days after the date of issuance thereof. In no event shall any funds escheat to a Governmental Unit.

F. Compliance with Tax Requirements.

In connection with the Plan and to the extent applicable, the Liquidation Trustee shall comply with all withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements.

G. De Minimis Distributions.

Ratable Distributions to Holders of Allowed Claims will not be made if such Distribution will result in a Distribution amount of less than \$10.00.

**ARTICLE IX.
EFFECT OF CONFIRMATION OF THE PLAN**

A. Legally Binding Effect.

Provisions of this Plan shall bind all Claim and Interest Holders, whether or not they accept this Plan. On and after the Effective Date, all Claim and Interest Holders shall be precluded and enjoined from asserting any Claim or Interest against the Estate or the Liquidation Trust or their assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan.

B. Vesting of Property in the Liquidation Trust.

On the Effective Date, except as otherwise expressly provided in the Plan, title to all Estate property shall vest in the Liquidation Trust free and clear of all Liens of any kind.

C. Derivative Litigation Claims.

Claims or causes of action derivative of or from the Debtor are Estate property under Bankruptcy Code § 541. On and after the Effective Date, all such Derivative Litigation Claims, regardless of whether pending on the Petition Date, will be retained by, vest in, and/or become property of the Liquidation Trust.

D. Release.

EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTOR, ON BEHALF OF ITSELF AND THE ESTATE, HEREBY RELEASES THE RELEASE PARTIES FROM (I) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING BEFORE THE EFFECTIVE DATE, AND (II) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING FROM THE ACTIONS TAKEN OR NOT TAKEN IN CONNECTION WITH THE PLAN AND THE CHAPTER 11 CASE UNLESS SUCH CONDUCT AMOUNTS TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD.

E. Exculpation.

ON THE EFFECTIVE DATE, (I) THE DEBTOR'S CRO, RO, AND FTI AND (II) THE DEBTOR'S ATTORNEYS, ADVISORS AND OTHER PROFESSIONALS SHALL HAVE NO LIABILITY TO THE DEBTOR, THE DEBTOR'S ESTATE, ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR TO ANY OTHER PERSON BASED IN WHOLE OR IN PART ON ANY ACT, ACTION TAKEN, TRANSACTION, OMISSION, ACTION NOT TAKEN, OR OTHER EVENT OCCURRING BEFORE THE COMMENCEMENT OF THE CHAPTER 11 CASE OR DURING THE COURSE OF THE CHAPTER 11 CASE (INCLUDING THROUGH THE EFFECTIVE DATE), IN ANY WAY RELATING TO THE CHAPTER 11 CASE, THE PLAN, THE GAHC3 DIP LOAN AGREEMENT, THE HOSPITAL, THE OPERATIONS OF THE HOSPITAL, THE PROVISION OF OR BILLING FOR THE PROVISION OF HEALTHCARE SERVICES, THE COMPLIANCE OF THE HOSPITAL WITH APPLICABLE STATE,

FEDERAL AND LOCAL LAWS AND RULES REGARDING THE OPERATION, LICENSURE OR MANAGEMENT OF THE FACILITY AND THE RELATED PATIENT RECORDS, THE DECISION TO FILE A BANKRUPTCY PETITION ON BEHALF OF THE DEBTOR, THE WINDDOWN AND OPERATION OF THE DEBTOR DURING THE CHAPTER 11 CASE, THE ADMINISTRATION OF THE CHAPTER 11 CASE, THE NEGOTIATION AND IMPLEMENTATION OF THE PLAN, CONFIRMATION OF THE PLAN, CONSUMMATION OF THE PLAN (INCLUDING ALL DISTRIBUTIONS HEREUNDER), THE ADMINISTRATION OF THE PLAN, AND THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). IN ALL SUCH INSTANCES, SUCH PARTIES SHALL BE AND HAVE BEEN ENTITLED TO REASONABLY RELY ON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES IN CONNECTION WITH THE CHAPTER 11 CASE AND UNDER THE PLAN. ANY AND ALL CLAIMS, CAUSES OF ACTIONS, RIGHTS, OR ANY LIABILITIES DESCRIBED ABOVE HELD BY ANY PERSON OR PARTY IN INTEREST AGAINST THE FOREGOING PARTIES LISTED IN SUBSECTIONS (I) AND (II) ABOVE ARE FULLY WAIVED, BARRED, RELEASED, AND DISCHARGED IN ALL RESPECTS (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, NOTHING IN THE PLAN, THE PLAN DOCUMENTS, OR THE CONFIRMATION ORDER SHALL AFFECT THE LIABILITY OF ANY PERSON THAT RESULTS FROM ANY ACT OR OMISSION DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT, GROSS NEGLIGENCE, INTENTIONAL FRAUD, OR CRIMINAL CONDUCT. NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, NOTHING HEREIN IS INTENDED, NOR SHALL IT BE CONSTRUED, TO ELIMINATE, WAIVE OR RELEASE ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO AND RO) FROM ANY LIABILITIES THAT MAY HAVE ARISEN OR OCCURRED PREPETITION, INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF ACTION (AS DEFINED HEREIN) AGAINST ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO AND RO).

ARTICLE X. RETENTION OF RIGHTS OF ACTION

A. Liquidation Trustee's Preservation, Retention and Maintenance of Rights of Action.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code § 1123(b)(3), the Liquidation Trustee shall retain and shall have the exclusive right, authority, and discretion (without further order of the Bankruptcy Court) to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, litigate to judgment, or exercise attorney/client privilege in relation to any and all Rights of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date, and the powers and duties of a trustee under the Bankruptcy Code with respect to such Rights of Action.

The Debtor reserves and shall retain the foregoing Rights of Action for the Liquidation Trust notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

Without limiting the effectiveness or generality of the foregoing provisions, and out of an abundance of caution, the Debtor and the Estate specifically reserve and retain the claims and causes of action, to be transferred as part of the Rights of Action as more fully described in **Exhibit B**. This Article X of the Plan, Exhibit B to the Plan, Article 4.E of the Disclosure Statement and Exhibit 3 of the Disclosure Statement are provided to give maximum notice of potential claims that the Debtor is presently aware of and shall in no way act as a limitation on any other potential claims that may exist, including by way of expression *unius est exclusio alterius* or any other applicable doctrine or rule of contractual interpretation. It is the specific intention of the Plan that each and every Avoidance Action, and any other claim or cause of action, whether arising before or after the Petition Date, and whether arising under state law or the Bankruptcy Code, be preserved and retained under this Plan and be transferred to the Liquidation Trust on the Effective Date of this Plan.

B. Preservation of All Rights of Action Not Expressly Settled or Released.

Unless a Right of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, such Rights of Action (including any counterclaims) are preserved and shall be retained by the Liquidation Trustee for later adjudication for the benefit of the beneficiaries of the Liquidation Trust including, without limitation, all: (i) defenses to Claims; (ii) affirmative defenses to Claims; (iii) setoffs and recoupments against any Claim, Creditor or other person; (iv) rights to turnover, accounting, contribution, indemnification, or reimbursement against any Creditor or other person; (v) rights to any tax refund; (vi) Avoidance Actions; (vii) Rights of Action; and (viii) claims and causes of action against any Creditor or person whatsoever, including for affirmative relief and to reduce any liability. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Rights of Action (including counterclaims) on or after the Confirmation of the Plan.

ARTICLE XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification or Amendment of the Plan.

This Plan may be amended or modified by the Liquidation Trustee as provided in Bankruptcy Code § 1127 and Bankruptcy Rule 3019.

B. Revocation or Withdrawal of the Plan.

The Debtor reserves the right to revoke or withdraw this Plan at any time prior to the Confirmation Date and to file subsequent plans. If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then: (i) this Plan shall be deemed null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), rejection of Executory Contracts or Unexpired

Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (iii) nothing contained in the Plan shall be deemed to constitute an admission, waiver or release of any claims by or against the Debtor or any other Entity, or to prejudice in any manner the rights of the Debtor, its Estate or any Entity in any further proceedings involving the Debtor.

ARTICLE XII. RETENTION OF JURISDICTION

A. Bankruptcy Court Jurisdiction.

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court, even after the Chapter 11 Case has been closed, shall have jurisdiction over all matters arising under, arising in, or relating to the Chapter 11 Case, including proceedings to:

1. Ensure that the Plan is fully consummated and implemented;
2. Enter such orders that may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
3. Consider any modification of the Plan under Bankruptcy Code § 1127;
4. Hear and determine all Claims, controversies, suits, and disputes against the Debtor or the Liquidation Trustee to the full extent permitted under 28 U.S.C. §§ 157 and 1334;
5. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;
6. Hear, determine, and adjudicate any litigation involving the Rights of Action or other claims or causes of action constituting Estate property or property of the Liquidation Trust;
7. Decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any motions or applications involving the Debtor or the Liquidation Trustee that are pending on or commenced after the Effective Date;
8. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;

9. Hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any subordination and similar agreements among Creditors under Bankruptcy Code § 510;
10. Hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;
11. Enforce any Final Order, the Confirmation Order, the Final Decree, and all injunctions contained in those orders;
12. Enter an order concluding and terminating the Chapter 11 Case;
13. Correct any defect, cure any omission, or reconcile any inconsistency in the Plan, or the Confirmation Order, or any other document or instruments created or entered into in connection with the Plan;
14. Determine all questions and disputes regarding title to the Estate property;
15. Classify the Claims of any Creditor and the treatment of those Claims under the Plan, re-examine Claims that may have been allowed for purposes of voting, and determine objections that may be filed to any Claims;
16. Take any action described in the Plan involving the Debtor or the Liquidation Trustee;
17. Enter and implement such orders that are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
18. Hear, determine and adjudicate any motions or other litigation or controversy brought pursuant to Bankruptcy Code § 1112;
19. Hear, determine, and adjudicate all matters the Bankruptcy Court has authority to determine under Bankruptcy Code § 505, including determining the amount of any unpaid liability of the Debtor or the Estate for any tax incurred or accrued during the calendar year in which the Plan is confirmed;
20. Enter a Final Decree as contemplated by Bankruptcy Rule 3022; and
21. Hear, determine, and adjudicate any and all Claims brought under the Plan.

B. Limitation on Jurisdiction.

In no event shall the provisions of this Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Conditions to Effectiveness.

The Plan will not be effective unless:

1. The Confirmation Order becomes a Final Order. This condition may be waived at the sole discretion of the Debtor.
2. All Plan Documents and other applicable corporate documents necessary or appropriate to the implementation of the Plan have been executed, delivered, and where applicable, filed with the appropriate governmental authorities, including, but not limited to, the execution of the Liquidation Trust Agreement substantially in the form it appears in the Plan Supplement. This condition may be waived at the sole discretion of the Debtor.
3. The Debtor has cash sufficient to pay all Allowed Administrative Expense Claims that have been Allowed as of the Effective Date, and all Allowed Priority Tax Claims, unless otherwise agreed by affected Holders of Allowed Administrative Expense Claims and Allowed Priority Tax Claims.

B. Due Authorization by Claim Holders.

Each and every Creditor who elects to participate in the Distributions provided for herein warrants that the Creditor is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in this Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Creditor under this Plan.

C. Filing of Additional Documentation.

On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

D. Further Authorizations.

The Liquidation Trustee may seek such orders, judgments, injunctions, and rulings as he or she may deem necessary to further carry out the intentions and purposes of, and give full effect to the provisions of, the Plan.

E. Post Confirmation Service List.

Any Entity that desires to receive notices or other documents required to be served under the Plan after the Confirmation Date must request that the Liquidation Trustee add such Entity to the Post-Confirmation Service List to be maintained by the Liquidation Trustee. Entities not on the Post-Confirmation Service List shall not receive notices or other documents required to be

served under the Plan after the Confirmation Date. Any Entity that provides an e-mail address may be served by e-mail after the Confirmation Date. The Liquidation Trustee shall file the Post-Confirmation Service List with the Bankruptcy Court and amend the Post-Service Confirmation List from time to time.

F. Successors and Assigns.

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

G. Transfer of Claims.

Any transfer of beneficial interests in the Liquidation Trust shall be in accordance with Bankruptcy Rule 3001(e). Notice of any such transfer shall be forwarded to the Liquidation Trustee and counsel of record for the Liquidation Trustee by registered or certified mail. Both the transferee and transferor shall execute any notice, and the signatures of the parties shall be acknowledged before a notary public. The notice must clearly describe the beneficial interest to be transferred. No transfer of a partial interest shall be allowed. All transfers must be of one hundred percent of the transferor's interest in the beneficial trust interest.

H. Exemption from Transfer Tax.

Under Bankruptcy Code § 1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, may not be taxed under any law imposing a stamp tax or similar tax.

I. Notices.

Any notice required to be given under this Plan shall be in writing. Any notice that is allowed or required hereunder except for a notice of change of address shall be considered complete on the earlier of (a) three days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address, air mail, postage prepaid, or personally delivered, (b) the date the notice is actually received by the Entities on the Post-Confirmation Service List by facsimile or computer transmission, or (c) three days following the date the notice is sent to those Entities on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the Confirmation Hearing and as amended from time to time.

J. U.S. Trustee Fees.

The Debtor will pay pre-Confirmation fees owed to the U.S. Trustee by the Effective Date of the Plan or such other date as agreed upon by the Debtor and the U.S. Trustee. After Confirmation, the Liquidation Trustee will file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports in a format prescribed by the U.S. Trustee, and the Liquidation Trustee will pay post-confirmation quarterly fees from the Liquidation Trust to the U.S. Trustee until a Final Decree is entered or the case is converted or dismissed as provided in 28 U.S.C. § 1930(a)(6).

K. Implementation.

The Liquidation Trustee shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan.

L. Oversight Between the Confirmation Date and the Effective Date.

During the period from the Confirmation Date through and until the Effective Date, the Debtor shall continue to maintain its property as debtor in possession, subject to the oversight of the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules and all orders of the Bankruptcy Court that are then in full force and effect.

M. No Admissions.

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor, the Liquidation Trustee or any other Entity with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of the classification of any Claim or Interest.

N. Substantial Consummation.

Substantial Consummation of the Plan shall occur on the Effective Date.

O. Good Faith.

Confirmation of the Plan shall constitute a finding that (i) the Plan has been proposed in good faith and in compliance with the provisions of the Bankruptcy Code and (ii) the solicitation of acceptances or rejections of the Plan to all Entities and the offer, issuance, sale, or purchase of any security offered or sold under the Plan has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

P. Final Decree.

On Substantial Consummation, the Liquidation Trustee may request the Bankruptcy Court to enter a Final Decree closing the Chapter 11 Case and such other orders that may be necessary and appropriate.

Dated: July 11, 2016

Debtor and Debtor-In-Possession

/s/ J. Robert Medlin

By: J. Robert Medlin
Its: Chief Restructuring Officer

- and -

HAYNES AND BOONE, LLP

By: /s/ Stephen M. Pezanosky
Stephen M. Pezanosky
State Bar No. 15881850
Ian T. Peck
State Bar No. 24013306
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**COUNSEL TO THE DEBTOR AND
THE DEBTOR-IN-POSSESSION**

EXHIBIT A
GLOSSARY OF DEFINED TERMS

1. Administrative Claim: A Claim for costs and expenses of administration pursuant to Bankruptcy Code §§ 503(b) and 507(a)(2) including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries, or payments for goods and other services); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses Allowed pursuant to Bankruptcy Code §§ 328, 330(a), or 331 or otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c) all fees and charges assessed against the Estate pursuant to chapter 123 of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Case pursuant to Bankruptcy Code §§ 503(b)(3), (4), and (5).
2. Administrative Claims Bar Date: The first Business Day that is thirty (30) days after the Effective Date or such earlier deadline established by an order of the Bankruptcy Court.
3. Administrative Claim Objection Deadline: The first Business Day that is at least thirty (30) days after the Administrative Claims Bar Date or such earlier applicable deadline established by an order of the Bankruptcy Court.
4. Allowance Date: (a) As to a Disputed Claim, the date on which such Disputed Claim becomes an Allowed Claim by a Final Order, (b) as to a Claim Allowed by a Final Order, the date on which the order allowing such Claim becomes a Final Order, and (c) as to any other Claim the date on which such Claim becomes an Allowed Claim in accordance with the Plan.
5. Allowed: Allowed means, with respect to any Claim, a Claim: (i) which is scheduled as undisputed, non-contingent and liquidated in the Schedules and as to which neither a Proof of Claim nor objection thereto has been timely filed, and as to which the deadline for objecting to Claims has passed as provided in the Plan or any other Final Order of the Bankruptcy Court; (ii) as to which a Proof of Claim has been timely filed in a liquidated, non-contingent amount and either (a) no objection thereto has been timely filed and the deadline for objecting to such Claim has passed as provided in the Plan or any other Final Order of the Bankruptcy Court, or (b) such Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (iii) which has been expressly allowed under the provisions of this Plan; or (iv) which is an Administrative Claim approved by Final Order of the Bankruptcy Court. An Allowed Claim: (y) includes a previously Disputed Claim to the extent such Disputed Claim becomes Allowed when the context so requires; and (z) shall be net of any valid setoff amount against such Claim based on a valid offset right of the Debtor, which valid setoff amount shall be deemed to have been setoff in accordance with the provisions of this Plan. Unless otherwise specified herein or by order of the Bankruptcy Court, Allowed Administrative Claims and Allowed Claims shall not, for any purpose under the Plan, include interest on such Administrative Claims or Claims on or after the Petition Date.
6. Allowed Amount: The amount at which a Claim or Interest is Allowed.

7. Avoidance Actions: Any causes of action arising under Bankruptcy Code §§ 506, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 or comparable provisions of applicable non-bankruptcy law, including, but not limited to, claims or causes of actions against parties listed in response to questions 3 and 4 of the Debtor's Statement of Financial Affairs.
8. Ballot: The form or forms distributed to Holders of Claims in Impaired Voting Classes to be used to indicate acceptance or rejection of the Plan.
9. Balloting Agent: DRC.
10. Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.
11. Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.
12. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, and the general, local, and chambers rules and orders of the Bankruptcy Court.
13. Business Day: Any day, other than a Saturday, Sunday, or legal holiday.
14. Cash: Cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks, including interest accrued or earned thereon.
15. Chapter 11 Case: The Chapter 11 case filed by the Debtor on the Petition Date in the Bankruptcy Court under case number 16-40273-rfn-11.
16. Claim: Any claim against the Debtor as defined in Bankruptcy Code § 101(5).
17. Claims Register: The official register of Proofs of Claims in the Chapter 11 Case maintained by DRC pursuant to the DRC Retention Orders and available at <https://www.donlinrecano.com/Clients/fpsl/Index>.
18. Class: A class of Holders of Claims or Interests as set forth in the Plan.
19. Clerk: Clerk of the Bankruptcy Court.
20. Confirmation: The entry of the Confirmation Order.
21. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.
22. Confirmation Hearing: The hearing held by the Bankruptcy Court to consider confirmation of the Plan.
23. Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code § 1129.
24. Creditor: A Holder of a Claim.

25. CRO: J. Robert Medlin, the Debtor's chief restructuring officer.

26. CRO Motion: The Debtor's Application for an Entry of an Order Under 11 U.S.C §§ 105(a) and 363 Authorizing the Debtor to: (I) Retain and Employ FTI Consulting, Inc., (II) Designate J. Robert Medlin as Chief Restructuring Officer and (III) Designate Walt L. Brown as Restructuring Officer for the Debtor Nunc Pro Tunc to January 25, 2016 [Docket No. 48] pursuant to which the Debtor requested authorization to retain the CRO and certain FTI employees as the Debtor's temporary employees.

27. CRO Order: That certain Order Approving Debtor's Application for an Entry of an Order Under 11 U.S.C §§ 105(a) and 363 Authorizing the Debtor to: (I) Retain and Employ FTI Consulting, Inc., (II) Designate J. Robert Medlin as Chief Restructuring Officer and (III) Designate Walt L. Brown as Restructuring Officer for the Debtor Nunc Pro Tunc to January 25, 2016 [Docket No. 77], entered by the Bankruptcy Court on February 2, 2016, approving the CRO Motion, appointing the CRO, and authorizing the retention of certain FTI employees as the Debtor's temporary employees to aid the CRO in fulfilling his responsibilities and obligations as CRO.

28. D&O Claims: All Rights of Action against the Debtor's current and former officers, directors, and agents or those acting in concert with any of the foregoing for actions at any time prior to the Petition Date and that are not released or exculpated under the Plan, including but not limited to such claims and causes of action described in Exhibit B to the Plan.

29. Debtor: Forest Park Medical Center at Southlake, LLC.

30. Derivative Litigation Claim: Any Claim, cause of action, demand, or any other right to payment derivative of or from the Debtor that is property of the Estate under 11 U.S.C. § 541.

31. DIP Order: That certain Final Order (1) Authorizing the Debtor to Obtain Post-Petition Financing on a Senior Secured Superpriority Basis; (2) Granting Security Interests, Superpriority Claims, and Other Adequate Protection; (3) Modifying the Automatic Stay; and (4) Granting Related Relief [Docket No. 96], entered by the Bankruptcy Court on February 11, 2016.

32. Disallowed: A Claim, or any portion thereof, that (a) has been disallowed by either a Final Order, pursuant to a settlement, or by operation or law, or (b)(i) is listed in the Schedules at zero or as contingent, disputed or unliquidated and (ii) as to which a bar date has been established but no Proof of Claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

33. Disclosure Statement: Disclosure Statement Under 11 U.S.C. § 1125 in Support of the Plan of Liquidation for Forest Park Medical Center at Southlake, LLC.

34. Disclosure Statement Approval Date: The date the Bankruptcy Court enters the Disclosure Statement Approval Order.

35. Disclosure Statement Approval Order: The order of the Bankruptcy Court approving the Disclosure Statement and authorizing the solicitation of acceptances of the Plan.

36. Disclosure Statement Hearing: The hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement.

37. Disputed: With respect to any Claim, any Claim as to which a proof of claim has been filed or is deemed to have been filed under applicable law or an Administrative Claim as to which an objection has been or is filed in accordance with the Plan, the Bankruptcy Code, or the Bankruptcy Rules, which objection has not been withdrawn or determined by a Final Order. For the purposes of the Plan, a Claim is a Disputed Claim prior to any objection to the extent that (a) the amount of a Claim specified in a Proof of Claim exceeds the amount of any corresponding Claim scheduled by the Debtor in the Schedules; (b) any corresponding Claim scheduled by the Debtor in the Schedules has been scheduled as disputed, contingent or unliquidated, irrespective of the amount scheduled; (c) no corresponding Claim has been scheduled by the Debtor in the Schedules; or (d) the Claim is subject to disallowance pursuant to Bankruptcy Code § 502(d).

38. Distribution: A distribution in accordance with this Plan and/or the Liquidation Trust Agreement of property required by the Plan and/or the Liquidation Trust Agreement to be distributed to the Holders of Allowed Claims, or the property so distributed.

39. Distribution Date: A Date when Distributions occur under the Plan and/or the Liquidation Trust Agreement.

40. DRC: Donlin, Recano & Company, Inc., the Debtor's administrative agent and claims, noticing, and solicitation agent.

41. DRC Retention Orders: The Bankruptcy Court orders entered at Docket Nos. 74 and 134 approving the retention of DRC as the Debtor's (i) claims, noticing, and solicitation agent and (ii) administrative agent.

42. Effective Date: The date selected by the Debtor that is a Business Day after the Confirmation Date on which the conditions as specified in Article XIII(A) of the Plan have been satisfied or waived. Unless otherwise specifically provided in the Plan, anything required to be done by the Debtor or the Liquidation Trustee on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

43. Entity: The meaning assigned to such term by § 101(15) of the Bankruptcy Code.

44. Estate: The bankruptcy estate of the Debtor created by virtue of Bankruptcy Code § 541 upon the commencement of the Chapter 11 Case.

45. Estate Professionals: The professionals that have been retained during the course of the Chapter 11 Case by the Debtor pursuant to either §§ 327 or 328 of the Bankruptcy Code.

46. Executory Contract: A contract to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

47. Fee Procedures Order: That certain *Order Granting Debtor's Motion to Establish Procedures for Interim Compensation and Reimbursement of Expenses for Case Professionals* [Docket No. 132], entered by the Bankruptcy Court on February 25, 2016, pursuant to which the Bankruptcy Court approved procedures for the interim payment of Estate Professionals.

48. Final Decree: The decree or decrees for the Chapter 11 Case contemplated under Bankruptcy Rule 3022.

49. Final Order: As applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

50. Founders: Dr. Wade Barker, Dr. Richard Toussaint, Mr. Mac Burt, Dr. David Genecov, Dr. Bob Wyatt, and Mr. Alan Beauchamp.

51. FPMC Services Membership Interests: The membership interests in FPMC Services, LLC owned by the Debtor.

52. FPMC Sale: The sale of substantially all of the Debtor's assets to Methodist pursuant to the FPMC Sale Order.

53. FPMC Sale Closing Date: May 17, 2016.

54. FPMC Sale Order: The *Order (A) Approving Sale of Substantially all Assets Free and Clear of all Liens, Claims, Encumbrances and Other Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 268] pursuant to which the Bankruptcy Court approved the FPMC Sale.

55. FPMC Sale Proceeds: The Cash proceeds received by the Debtor from Methodist pursuant to the FPMC Sale net of closing costs.

56. FPMC Services: FPMC Services, LLC.

57. FTI: FTI Consulting, Inc.

58. GAHC3 Cash Collateral Stipulation: The *Stipulation and Agreed Order Extending Term of Final Order (1) Authorizing the Debtor to Obtain Post-Petition Financing on a Senior Secured Superpriority Basis; (2) Granting Security Interests, Superpriority Claims, and Other Adequate Protection; (3) Modifying the Automatic Stay; and (4) Granting Related Relief* entered into by and between the Debtor and GAHC3 DIP Lender and entered on the docket by the Bankruptcy Court on June 14, 2016 [Docket No. 286].

59. GAHC3 DIP Lender: GAHC3 Southlake DIP Lender, LLC, the Debtor's lender under the GAHC3 DIP Loan Agreement.

60. GAHC3 DIP Lender Allowed Secured Claim: The Allowed Secured Claim of GAHC3 DIP Lender consisting of all unpaid principal, accrued but unpaid interest, fees (including, but not limited to, any forbearance fees), costs, expenses, Allowed Professional Fee Claims of the GAHC3 DIP Lender Professionals, and all other amounts due and owing under and pursuant to the DIP Loan Agreement, the DIP Order, the GAHC3 Cash Collateral Stipulation and applicable law.

61. GAHC3 DIP Lender Professionals: Winstead, P.C.

62. GAHC3 DIP Loan: The amounts loaned by GAHC3 DIP Lender to the Debtor pursuant to the GAHC3 DIP Loan Agreement.

63. GAHC3 DIP Loan Agreement: That certain Senior Secured Superpriority Debtor-In-Possession Loan and Security Agreement entered into by the Debtor and GAHC3 DIP Lender and approved by the Bankruptcy Court pursuant to the DIP Order, along with all other documents, instruments, and agreements relating thereto, including, without limitation, all promissory notes, security agreements, pledge agreements, mortgages, deeds of trust, financing statements, and other security documents, pursuant to which GAHC3 DIP Lender has loaned the amounts included in the GAHC3 DIP Loan to the Debtor.

64. GAHC3 Landlord: GAHC3 Southlake Texas Hospital, LLC.

65. General Unsecured Claim: Any Claim that is not an Administrative Claim, Secured Claim, Priority Tax Claim, or Priority Non-Tax Claim against the Debtor, including, without limitation, (a) any claim arising from the rejection of an Executory Contract or Unexpired Lease and (b) any portion of a Claim to the extent the value of the Holder's interest in property securing such Claim is less than the amount of the Claim, as determined pursuant to § 506(a) of the Bankruptcy Code.

66. Governmental Bar Date: July 17, 2016, the date that is the first Business Day after one hundred eighty (180) days from the Petition Date.

67. Governmental Unit: Any Entity or organization qualifying as a governmental unit as defined in Bankruptcy Code § 101(27).

68. HHS: The United States Department of Health and Human Services.

69. HHS Patient Records Request: The request to be sent by certified mail to HHS in compliance with the requirements of Bankruptcy Code § 351(2) requesting permission from HHS to deposit the Patient Records with HHS.

70. Holder: An Entity holding a Claim, Interest, or Liquidation Trust Interest as applicable.

71. Hospital: That certain hospital building located at 421 East State Hwy, 114 Southlake, Texas 76092, owned by GAHC3 Landlord, leased to the Debtor pursuant to the Hospital Lease, and operated by the Debtor prior to the closing of the FPMC Sale.
72. Hospital Lease: The Debtor's lease pursuant to which it leased the Hospital prior to the closing of the FPMC Sale.
73. Hospital Lease Rejection Order: That certain *Order Granting Debtor's Expedited Motion Under Bankruptcy Code § 365 and Bankruptcy Rules 6006 and 9019 Seeking Approval (I) to Reject Hospital Lease Agreement and (II) of Settlement Agreement in Connection Therewith* [Docket No. 275] pursuant to which the Debtor rejected the Hospital Lease.
74. Impaired: With respect to any Class of Claims or Interests, impairment within the meaning of Bankruptcy Code § 1124.
75. Interest: Any partnership, limited liability company, or similar equity interest in the Debtor, including without limitation, warrants, options, or contractual rights to purchase or acquire such interest at any time and all rights arising with respect thereto.
76. Internal Revenue Code: The Internal Revenue Code of 1986, as amended.
77. IRS: The Internal Revenue Service.
78. Judicial Code: Title 28 of the United States Code, 28 U.S.C. §§ 1-4001.
79. Lease Rejection Damages Claim: GAHC3 Landlord's Allowed General Unsecured Claim in the amount of \$23,957,479.93 as stipulated to by the Debtor and GAHC3 Landlord pursuant to the Hospital Lease Rejection Order.
80. Lien: With respect to any property or asset, any mortgage, lien, interest pledge, charge, security interest, encumbrance, mechanics' lien, materialman's lien, statutory lien or right, and other consensual or non-consensual lien, whenever granted and including, without limitation, those charges or interests in property within the meaning of "lien" under Bankruptcy Code § 101(37).
81. Liquidation Analysis: The liquidation analysis attached as Exhibit 5 to the Disclosure Statement.
82. Liquidation Trust: The trust created pursuant to Article V of the Plan and the Liquidation Trust Agreement.
83. Liquidation Trust Agreement: Agreement for the establishment and operation of the Liquidation Trust substantially in the form as included in the Plan Supplement.
84. Liquidation Trust Assets: All assets of the Debtor's Estate transferred to the Liquidation Trust as more fully described in Article V.B of the Plan and any proceeds thereof.

85. Liquidation Trust Expense Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date and funded with an amount of Remaining Cash, to be determined by the Liquidation Trustee in the Liquidation Trustee's reasonable business judgment, to be used by the Liquidation Trustee to administer and fund the administration of the Liquidation Trust, including without limitation for the payment of the Liquidation Trustee's reasonable fees and expenses as well as for the reasonable fees and expenses of any professionals employed by the Liquidation Trustee.

86. Liquidation Trust Interests: All beneficial interests in the Liquidation Trust.

87. Liquidation Trustee: The individual identified in the Plan Supplement (or his/her designee) after the Effective Date, appointed pursuant to the Plan for the purpose of acting as initial trustee of the Liquidation Trust.

88. Management Services Agreement: That certain *Second Amended and Restated Hospital Development and Management Services Agreement* among Debtor, Vibrant Manager, and FPMC Services dated January 1, 2013.

89. Methodist: Methodist Hospitals of Dallas d/b/a Methodist Health System and its affiliate MetSL LLC as applicable.

90. Methodist APA: That certain *Asset Purchase Agreement by and Between Forest Park Medical Center at Southlake, LLC and Methodist Hospitals of Dallas* dated April 22, 2016, approved by the Bankruptcy Court pursuant to the FPMC Sale Order and filed on the Debtor's bankruptcy docket at Docket Numbers 267 and 269.

91. Non-Professional Administrative Claim Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date in an amount that, in the Liquidation Trustee's business judgment, is sufficient to pay estimated Allowed Non-Professional Administrative Claims.

92. Non-Professional Administrative Claim: All Administrative Claims other than Professional Fee Claims.

93. Ordinary Course Liability: Claims incurred after the Petition Date and prior to the Effective Date in the ordinary course of business of the Debtor, relating to the Debtor's business, consistent with past practices during the pendency of and, as applicable, taking into account, the Chapter 11 Case.

94. Patient List: The Patient Matrix filed by the Debtor pursuant to the *Order Granting Emergency Motion of Debtor (I) to Authorize Certain Procedures to Maintain the Confidentiality of Patient Information, (II) for Authority to File Under Seal Separate Matrix and Schedule F Containing Patient Information, (III) to Modify Notice to Patients and (IV) for Relief from Required Form of Mailing Matrix with Regard to Separate Matrix* [Docket No. 41].

95. Patient Records: Records, held primarily on servers controlled by FPMC Services, that relate to the treatment of patients at the Hospital that constitute "patient records" as that term is defined in Bankruptcy Code § 101(40B).

96. Patient Records Costs: Any costs reasonably incurred by the Debtor, the Estate, or the Liquidation Trustee after the FPMC Sale Closing Date in connection with the preservation, maintenance, storage, transfer, or destruction of the Patient Records, including without limitation any costs incurred by the Liquidation Trustee or the Liquidation Trustee's agents in complying with the requirements of Article V.D of the Plan.

97. Patient Records Mailing List: The Patient List, as may be supplemented by a list of new patients treated at the Hospital between the Petition Date and the FPMC Sale Closing Date, to be generated by the Debtor and/or the Liquidation Trustee from the Debtor's electronic billing records to the extent such electronic billing records may reasonably be obtained by the Debtor or Liquidation Trustee, as applicable.

98. Patient Records Mail Notice: The notice that is consistent with Bankruptcy Rule 6011(b), in substantially the same form as the notice to be filed in the Plan Supplement, as may be modified by order of the Bankruptcy Court, to be mailed by first class mail to all parties on the Patient Records Mailing List.

99. Patient Records Maintenance Period. The 365 day period identified in 11 U.S.C. § 351(1)(A) immediately following publication of the Publication Notice.

100. Patient Records Service Provider: The third party service provider to be retained pursuant to the Patient Records Service Provider Agreement.

101. Patient Records Service Provider Agreement: The agreement, substantially in the form as included in the Plan Supplement, or as otherwise approved by the Bankruptcy Court, pursuant to which the Patient Records Service Provider will agree to maintain and store the Patient Records and respond to requests for such Patient Records during the Patient Records Maintenance Period consistent with Bankruptcy Code § 351.

102. Petition Date: January 19, 2016.

103. Plan: The Chapter 11 plan filed by the Debtor, as such document may be amended or modified.

104. Plan Documents: The Plan and all exhibits thereto, the Disclosure Statement and all exhibits thereto, and the Plan Supplement.

105. Plan Objection Deadline: August 11, 2016 at 4:00 p.m. (prevailing Central Time).

106. Plan Supplement: The supplement to the Plan containing, inter alia, the form of the Liquidation Trust Agreement as referred to in the Plan and any exhibits thereto, to be filed no later than ten (10) days prior to the Confirmation Hearing.

107. Post-Confirmation Service List: The list of those Entities who have notified the Liquidation Trustee in writing, at or following the Confirmation Hearing [or Effective Date], of their desire to receive notice of all pleadings filed after the Confirmation Date and have provided the e-mail or physical address to which such notices shall be sent.

108. Post-Petition/Pre-Closing Accounts Receivable: The Debtor's accounts receivable generated from procedures and/or other goods and services provided at the Hospital beginning on the Petition Date through and including the day immediately preceding the FPMC Sale Closing Date.

109. Post-Petition Tax Claim: An Administrative Claim or other Claim by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or were assessed within the period from and including the Petition Date through and including the Effective Date.

110. Post-Petition Tax Claim Bar Date: The first Business Day that is the later of (i) forty-five (45) days following the Effective Date and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period, or by such earlier deadline governing a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

111. Post-Petition Tax Claim Objection Deadline: The first Business Day that is thirty (30) days after the Post-Petition Tax Claim Bar Date or such earlier deadline governing the objection to a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

112. Pre-Petition Accounts Receivable: The Debtor's accounts receivable generated from procedures and/or other goods and services provided at the Hospital before the Petition Date.

113. Priority Non-Tax Claim: Any Claim accorded priority in right of payment pursuant to Bankruptcy Code § 507(a), other than a Priority Tax Claim or an Administrative Claim.

114. Priority Non-Tax Claim Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date in an amount that, in the Liquidation Trustee's business judgment, is sufficient to pay estimated Priority Non-Tax Claims.

115. Priority Tax Claim: Any Claim of the kind specified in Bankruptcy Code § 507(a)(8).

116. Priority Tax Claim Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date in an amount that, in the Liquidation Trustee's business judgment, is sufficient to pay estimated Priority Tax Claims.

117. Professional: An Entity retained or to be compensated under Bankruptcy Code §§ 327, 328, 330, 331, 503(b)(3)(D), 503(b)(4), 503(b)(5) or 1103.

118. Professional Fee Claim: An Administrative Claim of a Professional for compensation for services rendered and/or reimbursement of costs and expenses incurred on or before the tenth (10th) day after the Effective Date and including fees and expenses incurred in preparing final fee applications and participating in hearings on such applications.

119. Professional Fee Claim Bar Date: The first Business Day that is at least thirty (30) days after the Effective Date or such earlier deadline governing a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

120. Professional Fee Claim Objection Deadline: With respect to each application for allowance of a Professional Fee Claim, the first Business Day that is at least twenty (20) days after such application is filed.

121. Professional Fee Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date in an amount that, in the Liquidation Trustee's business judgment, is sufficient to pay estimated Allowed Professional Fee Claims.

122. Proof of Claim: Any proof of claim filed with the Bankruptcy Court or with DRC with respect to the Debtor pursuant to Bankruptcy Code § 501 and Bankruptcy Rules 3001 and 3002.

123. Proof of Claim Bar Date: June 16, 2016, the date established by the Bankruptcy Court for filing Proofs of Claim, with certain exceptions, in the *Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines* [Docket No. 10].

124. Pro Rata Share: As to a particular Holder of a particular Claim, the ratio that the amount of such Claim held by such Claim Holder bears to the aggregate amount of all Claims in the particular Class or category. Such ratio shall be calculated as if all Claims in the particular Class or category asserted against the Debtor are Allowed Claims as of the Effective Date, unless specifically provided otherwise in the Plan.

125. Publication Notice: The notice relating to Patient Records to be published in the newspaper or newspapers as shall be ordered by the Bankruptcy Court in substantially the same form as the notice to be provided in the Plan Supplement or as otherwise approved by the Bankruptcy Court.

126. Non-Voting Class: A Class of Claims or Interests not entitled to vote to accept or reject the Plan.

127. Record Date: July 12, 2016, or such other date as shall be ordered by the Bankruptcy Court.

128. Rejection Claim Bar Date: The first Business Day that is at least thirty (30) days after the Effective Date or such earlier date that may be set by the Bankruptcy Court concerning a particular Executory Contract or Unexpired Lease.

129. Release Parties: The CRO, RO, Estate Professionals, FTI, and each of their respective shareholders, officers, directors, and professionals, including lawyers and financial advisors.

130. Remaining Cash: All available Cash on hand in the possession of or received by the Debtor or the Liquidation Trustee on behalf of the Liquidation Trust on or after the Effective Date, including any remaining FPMC Sale Proceeds, the unencumbered proceeds of accounts receivable, any tax refund, insurance policy proceeds, return of deposit, and premium refund received by the Debtor.

131. Remaining Reserves: All of the Reserves except for the Liquidation Trustee Expense Reserve.

132. Reserves: The reserves established on the Effective Date, including: (i) the Professional Fee Reserve, (ii) the Non-Professional Administrative Claim Reserve, (iii) the Priority Tax Claim Reserve, (iv) the Priority Non-Tax Claim Reserve, and (v) the Liquidation Trustee Expense Reserve.

133. Rights of Action: Any and all claims, debts, demands, rights, defenses, actions, causes of action, suits, controversies, contracts, agreements, promises, obligations, accounts, defenses, offsets, powers, privileges (including attorney/client privilege), licenses, and franchises, of any kind or character whatsoever, including Avoidance Actions, whether known or unknown, suspected or unsuspected, reduced to judgment, not reduced to judgment, liquidated, unliquidated, secured, unsecured, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or under any other theory of law, whether asserted or assertable directly or indirectly or derivatively, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan.

134. RO: Walt L. Brown, the Debtor's restructuring officer.

135. Schedules: The schedules of assets and liabilities and schedules of Executory Contracts and Unexpired Leases, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules [Docket No. 162].

136. Secured Claim: A Claim that is (a) secured in whole or part, as of the Petition Date (or otherwise by an order of the Bankruptcy Court or pursuant to the terms of the Plan), by a Lien against property of the Debtor that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law or (b) subject to setoff under Bankruptcy Code § 553; provided however, with respect to both (a) and (b), a Claim is a Secured Claim only to the extent of the value, net of any Lien senior to the applicable Lien, of the Estate's interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.

137. Secured Tax Claim: A Secured Claim of a Governmental Unit based on a tax allegedly owed by the Debtor.

138. Statement of Financial Affairs: The statement of financial affairs, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules [Docket No. 161].

139. Substantial Consummation: The actions taken on the Effective Date.

140. Tax Refunds: All refunds received by the Debtor from any state taxing authority or from the IRS after a determination that the Debtor has no federal or applicable state tax liability.

141. TCB: Texas Capital Bank.

142. Treasury Regulations: The regulations promulgated under the Internal Revenue Code by the Department of the Treasury of the United States.

143. Unexpired Lease: A lease to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

144. Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code § 1124.

145. U.S. Trustee: The Office of the United States Trustee for Region 6.

146. Vibrant 9019 Motion: That certain motion filed by the Debtor on June 29, 2016 [Docket 294] pursuant to which the Debtor has requested the approval of the Vibrant Settlement Agreement.

147. Vibrant Administrative Claim: That certain allowed administrative expense claim given to Vibrant Manager and FPMC Services pursuant to the Vibrant Settlement Agreement in the total amount of \$432,000 to be paid in accordance with the payment schedule as more fully described in the Vibrant Settlement Agreement. Vibrant Manager's allocated portion of the Vibrant Administrative Claim is \$402,000 and FPMC Services' allocated portion is \$30,000.

148. Vibrant Holdings: Vibrant Healthcare Southlake Holdings, LLC, the Debtor's managing member.

149. Vibrant Manager: Vibrant Healthcare Southlake, LLC, the Debtor's manager pursuant to the Management Services Agreement.

150. Vibrant Parties: Vibrant Manager, FPMC Services, Vibrant Holdings, glendonTodd Capital, LLC, Todd Furniss, and Mary Hatcher.

151. Vibrant Settlement Agreement: That certain *Settlement Agreement* entered into by and between the Debtor and the Vibrant Parties dated as of June 24, 2016.

152. Voting Class: A Class entitled to vote to accept or reject the Plan.

153. Voting Deadline: August 11, 2016 at 4:00 p.m. (prevailing Central Time).

EXHIBIT B
RIGHTS OF ACTION

Pursuant to the terms of the Plan and 11 U.S.C. § 1123(b)(3)(B) and except for items excluded pursuant to Article X of the Plan, on the Effective Date, all of the Debtor's Rights of Action and counterclaims will be retained under the Plan and transferred to and vest in the Liquidation Trust to be prosecuted exclusively by the Liquidation Trustee for the benefit of Holders of Liquidation Trust Interests, including, without limitation, the following Rights of Action:²

1. All claims, counterclaims, causes of action and potential claims and causes of action held by the Debtor and the Estate, whether or not previously asserted, against the Founders of the Debtor, and/or anyone acting in concert with them, including, but not limited to, avoidance actions, the D&O Claims, commercial torts, tortious interference with contractual and/or business relations, unfair competition, breach of contract, loss of income, setoff, recoupment, fraud, fraudulent inducement, misrepresentation, fraudulent or negligent omission, fraudulent or preferential transfers arising other than under the United States Bankruptcy Code, conversion, replevin, lender liability, recharacterization of debt as equity, equitable subordination, challenges as to the extent, priority and validity of any purported claims, liens and/or security interests, injury to property and/or title to property, negligence, recklessness, conspiracy, aiding and abetting, breach of fiduciary duty, breach of confidential relationship, mismanagement, violation of securities laws, self-dealing, usurpation of corporate opportunity, insolvent trading, breach of duty of loyalty, allowing, authorizing and/or receiving unlawful or improper distributions, unreasonable related party transactions, uncommercial transactions, improper redemption of equity interests, breach of duty of good faith, breach of duty to provide information, breach of duties of care and/or diligence, failure to make informed decisions, improper use of information to gain improper advantage, and actions seeking affirmative recoveries, and other, similarly grounded claims and causes of action.
2. All Avoidance Actions (as that term is defined in the plan), including without limitation, (i) for all payments made by the Debtor to creditors within 90 days prior to the filing of the bankruptcy petition, including but not limited to, all persons and entities identified in question 3 of the Debtor's Statement of Financial Affairs filed in the Chapter 11 Case, and (ii) for all payments made by the Debtor to "insiders" within one year prior to the filing of the bankruptcy petition, including but not limited to, those persons and entities identified in question 4 of the Debtor's Statement of Financial Affairs, and (iii) arising under sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553, or 724 of the Bankruptcy Code, or arising under similar state and federal statutes and common law, including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, or similar state law.
3. All Claims, counterclaims, defenses, and Rights of Action referenced in the Plan.
4. All other counterclaims and defenses, including without limitation the rights of setoff and recoupment, and all defenses of the Estate under 11 U.S.C. § 558.

² For the Avoidance of Doubt, the Debtor's Rights of Action do not include any Rights of Action against the Vibrant Parties that have been or will be released as provided in the Vibrant Settlement Agreement.

5. All claims, counterclaims, causes of action and potential claims and causes of action held by the Debtor and the Estate as of the Effective Date, whether or not previously asserted, are preserved under the Plan for the benefit of the Liquidation Trust. The Debtor and/or the Liquidation Trustee, as the case may be, expressly reserve and preserve all rights to supplement at any time any and all retained claims and causes of action, including, without limitation, those described hereinafter, whether based on the results of prior, ongoing, or future investigations or otherwise.
6. Claims and/or causes of action for, without limitation, commercial torts, tortious interference with contractual and/or business relations, unfair competition, breach of contract, loss of income, setoff, recoupment, fraud, fraudulent inducement, misrepresentation, fraudulent or negligent omission, fraudulent or preferential transfers arising other than under the United States Bankruptcy Code, conversion, replevin, lender liability, recharacterization of debt as equity, equitable subordination, challenges as to the extent, priority and validity of any purported claims, liens and/or security interests, injury to property and/or title to property, negligence, recklessness, conspiracy, aiding and abetting, breach of fiduciary duty, breach of confidential relationship, mismanagement, violation of securities laws, self-dealing, usurpation of corporate opportunity, insolvent trading, breach of duty of loyalty, allowing, authorizing and/or receiving unlawful or improper distributions, unreasonable related party transactions, uncommercial transactions, improper redemption of equity interests, breach of duty of good faith, breach of duty to provide information, breach of duties of care and/or diligence, failure to make informed decisions, improper use of information to gain improper advantage and other, similarly grounded claims and causes of action against, without limitation, current and/or former shareholders, members, equity interest holders, debt holders, partners, prospective joint venture participants, joint venture participants, prospective contracting parties, contracting parties, prospective purchasers, purchasers, prospective sellers, sellers, directors, officers, managers, employees, agents, contractors, insurers, sureties, investment bankers, consultants, advisors, representatives, competitors, vendors and/or other creditors of the Debtor and/or entities affiliated with or otherwise related to any of the foregoing.
7. All claims, counterclaims, causes of action and potential claims and causes of action held by the Debtor and the Estate, whether or not previously asserted, including, without limitation, commercial torts, tortious interference with contractual and/or business relations, unfair competition, breach of contract, loss of income, setoff, recoupment, fraud, fraudulent inducement, misrepresentation, fraudulent or negligent omission, fraudulent or preferential transfers arising other than under the United States Bankruptcy Code, conversion, replevin, lender liability, recharacterization of debt as equity, equitable subordination, challenges as to the extent, priority and validity of any purported claims, liens and/or security interests, injury to property and/or title to property, negligence, recklessness, conspiracy, aiding and abetting, breach of fiduciary duty, breach of confidential relationship, mismanagement, violation of securities laws, self-dealing, usurpation of corporate opportunity, insolvent trading, breach of duty of loyalty, allowing, authorizing and/or receiving unlawful or improper distributions, unreasonable related party transactions, uncommercial transactions, improper redemption of equity interests, breach of duty of good faith, breach of duty to provide information, breach of

duties of care and/or diligence, failure to make informed decisions, improper use of information to gain improper advantage and other, similarly grounded claims and causes of action against, without limitation, current and/or former shareholders, members, equity interest holders, debt holders, partners, prospective joint venture participants, joint venture participants, prospective contracting parties, contracting parties, prospective purchasers, purchasers, prospective sellers, sellers, directors, officers, managers, employees, agents, contractors, insurers, sureties, investment bankers, consultants, advisors, representatives, competitors, vendors and/or other creditors of the Debtor and/or persons or entities affiliated with or otherwise related to any of the foregoing.

8. All Rights of Action against any person or Entity listed on question 3 of the Debtor's Statement of Financial Affairs [Docket No. 162], as well as related Entities, principals, officers, and employees of any of the foregoing and any mediate or immediate transferees, including without limitation, all Avoidance Actions.
9. All Rights of Action against any person or Entity listed on question 4 of the Debtor's Statement of Financial Affairs [Docket No. 162], as well as related Entities, principals, officers, and employees of any of the foregoing and any mediate or immediate transferees, including without limitation, all Avoidance Actions.
10. All claims and causes of action against any person or Entity for fraudulent or preferential transfers under any applicable law.
11. All Rights of Action against any person or Entity for recovery of accounts receivable or enforcement of contractual obligations.
12. All Rights of Action against any federal, state, local or foreign taxing authority, including without limitation, for the recovery of tax credits, refunds, overpayments or other payments are retained and included in the Liquidation Trust Assets to the extent such Rights of Action have not been otherwise sold or transferred to Methodist and are not capable of being setoff to reduce any claim of a taxing authority.
13. All Rights of Action arising under or related to any policy of insurance against any insurer, such insurer's agents, affiliates, related Entities, principals, officers and employees, or any other person or Entity.
14. All Rights of Action asserting alter ego, veil piercing, or reverse veil piercing.
15. All privileges, including the attorney-client, work-product and other privileges will belong to both the Liquidation Trust and the Debtor.

The Liquidation Trust and Liquidation Trustee shall continue to analyze all potential Rights of Action and take appropriate action, including, but not limited to, filing lawsuits in appropriate venues. The Debtor does not waive any Rights of Action, counterclaims, or defenses that may exist. Nor shall conditional approval of the Disclosure Statement prejudice the Liquidation Trust's, as applicable, right to assert any claims and causes of action not identified herein, and all such claims and causes of action are expressly reserved and preserved.

EXHIBIT “B”

LIQUIDATION TRUST AGREEMENT

This LIQUIDATION TRUST AGREEMENT (the “Agreement” or “Liquidation Trust Agreement”) is made and entered into, as of the __[th] day of [August], 2016, by and among Forest Park Medical Center at Southlake, LLC, (the “Debtor”) and J. Gregg Pritchard (the “Liquidation Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan (as hereinafter defined).

RECITALS

WHEREAS, on January 19, 2016, the Debtor filed a voluntary petition for reorganization under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”); and

WHEREAS, on July 11, 2016, the Debtor filed a First Amended Plan of Liquidation for Forest Park Medical Center at Southlake, LLC Under Chapter 11 of the United States Bankruptcy Code (as the same may be amended or modified from time to time, the “Plan”);¹ and

WHEREAS, by order dated _____, 2016 (the “Confirmation Order”), the Bankruptcy Court confirmed the Plan; and

WHEREAS, under the terms of the Plan, except as otherwise expressly provided in the Plan or Confirmation Order, title to all cash and other property of the Debtor and its Estate as of the Effective Date of the Plan will be transferred to and held by the Liquidation Trustee of the Liquidation Trust created by this Liquidation Trust Agreement so that, among other things: (i) the Trust Assets (defined below) can be disposed of in an orderly and expeditious manner; (ii) objections to claims can be pursued, and disputed claims can be resolved; and (iii) distributions can be made to the beneficiaries of the Liquidation Trust in accordance with the Plan; and

WHEREAS, this Liquidation Trust is established under and pursuant to the Plan which provides for the appointment of the Liquidation Trustee to administer the Liquidation Trust for the benefit of creditors of the Debtor, and to provide administrative services relating to the implementation of the Plan; and

WHEREAS, the Liquidation Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in accordance with the Plan and Confirmation Order and in consideration of the promises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

DECLARATION OF TRUST

The Debtor hereby absolutely assigns to the Liquidation Trust, and to its successors in trust and its successors and assigns, all right, title and interest of the Debtor in and to the Trust Assets (as defined below);

TO HAVE AND TO HOLD unto the Liquidation Trust and its successors in trust and its successors and assigns forever;

¹ All capitalized terms not expressly defined herein shall be given the meaning ascribed to them in the Plan.

IN TRUST NEVERTHELESS upon the terms and subject to the conditions set forth herein and for the benefit of the holders of Allowed Claims, as and to the extent provided in the Plan and/or Confirmation Order, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Liquidation Trust in accordance with Article V hereof, this Agreement shall cease, terminate and be of no further force and effect; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED that the Trust Assets are to be held and applied by the Liquidation Trustee upon the further covenants and terms and subject to the conditions herein set forth.

I. NAME; PURPOSE; TRUST ASSETS.

1.1 Name of Trust. The trust created by this Agreement shall be known as the “FPMC Liquidation Trust” or sometimes herein as the “Liquidation Trust”.

1.2 Transfer of Trust Assets. In accordance with the provisions of the Plan and/or Confirmation Order, on the Effective Date, the Debtor and Estate shall be deemed to have transferred and/or assigned any and all assets of the Debtor and the Estate as of the Effective Date, including, without limitation and except as otherwise provided in the Plan and/or Confirmation Order, (i) Remaining Cash and accounts, including, without limitation, any and all Cash held in any general, escrow or segregated separate accounts during the pendency of the Chapter 11 Case, (ii) the remaining Pre-Petition Accounts Receivable, (iii) Post-Petition/Pre-Closing Accounts Receivable, (iv) all Rights of Action, including Avoidance Actions, and the proceeds thereof, including, without limitation, those Rights of Action identified in Article X and Exhibit B of the Plan, (v) the FPMC Services Membership Interests, (vi) all other property interests, rights, claims, defenses and causes of action of the Debtor or its Estate, including but not limited to unpaid Tax Refunds, insurance policy proceeds, returned deposits, unexercised contract rights, and unpaid insurance policy premium refunds, and (vii) attorney-client, work-product and all other privileges (the “Trust Assets”) to the beneficiaries of the Liquidation Trust, followed by a deemed transfer by such beneficiaries to the Liquidation Trust, to be held by the Liquidation Trustee in trust for the holders, from time to time, of Allowed Claims as and to the extent provided in the Plan (such holders collectively, the “Trust Beneficiaries”), and such transferred assets shall be held by the Liquidation Trust free and clear of all Claims, Liens and contractually imposed restrictions, except for the rights to Distribution and the retention of liens, to the extent they exist and are valid and enforceable, securing any Allowed Secured Claims and any Allowed postpetition tax claims and/or Administrative Claims.

1.3 Purposes. The purposes of the Liquidation Trust are to hold and effectuate an orderly disposition of the Trust Assets and to distribute or pay over the Trust Assets or proceeds thereof in accordance with this Agreement and the Plan, with no objective or authority to engage in any trade or business.

1.4 Acceptance by the Liquidation Trustee. The Liquidation Trustee is willing and hereby accepts the appointment to serve as Liquidation Trustee pursuant to this Agreement and the Plan and agrees to observe and perform all duties and obligations imposed upon the Liquidation Trustee by this Agreement and under the Plan, including, without limitation, to accept and hold and administer the Trust Assets and otherwise to carry out the purpose of the Liquidation Trust in accordance with the terms and subject to the conditions set forth herein. In general, the Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to Bankruptcy Code § 1123(b)(3)(B). The Liquidation Trustee shall have fiduciary duties to beneficiaries of the Liquidation Trust in the same manner that

members of an official committee of creditors appointed pursuant to Bankruptcy Code § 1102 have fiduciary duties to the creditor constituents represented by such a committee.

1.5 Further Assurances. The Debtor and any successors in interest will, on request of the Liquidation Trustee, execute and deliver such further documents and perform such further acts as may be necessary or proper to transfer to the Liquidation Trustee any portion of the Trust Assets or to vest in the Trust the powers or property hereby conveyed. The Debtor, for itself and its predecessors and successors, disclaims any right to any reversionary interest in any of the Trust Assets, but nothing herein will limit the right and power of the Liquidation Trustee to abandon any Trust Assets to the Debtor in the event the Liquidation Trustee determines it is in the best interests of the Liquidation Trust and its beneficiaries to do so.

II. RIGHTS, POWERS AND DUTIES OF LIQUIDATION TRUSTEE.

2.1 General. As of the Effective Date, the Liquidation Trustee shall take possession and charge of the Trust Assets and, subject to the provisions hereof and in the Plan, shall have full right, power and discretion to manage the affairs of the Liquidation Trust. Except as otherwise provided herein and in the Plan, the Liquidation Trustee shall have the right and power to enter into any covenants or agreements binding the Liquidation Trust and in furtherance of the purpose hereof and of the Plan and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Liquidation Trustee to be consistent with and advisable in connection with the performance of his duties hereunder. On and after the Effective Date, the Liquidation Trustee shall have the power and responsibility to do all acts contemplated by the Plan to be done by the Liquidation Trustee and all other acts that may be necessary or appropriate in connection with the disposition of the Trust Assets and the distribution of the proceeds thereof, as contemplated by the Plan, including, without limitation:

(a) To exercise all power and authority, that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders; including, without limitation, amendment of the certificate of formation and company agreement of the Debtor, the dissolution of the Debtor, and the assertion or waiver of any of the Debtor's attorney/client privilege;

(b) To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate Reserves, in the name of either of the Debtor or the Liquidation Trustee, even in the event of the dissolution of the Debtor;

(c) Subject to the applicable provisions of the Plan, to collect and liquidate all assets of the Estate pursuant to the Plan and to administer the winding-up of the affairs of the Debtor;

(d) To object to, defend, compromise, and/or settle any Claims (Disputed or otherwise) as discussed in Article VII of the Plan without the necessity of approval of the Bankruptcy Court and/or to seek Court approval for any Claims settlement to the extent thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

(e) To the extent ordered by the Bankruptcy Court, to defend, compromise and/or settle any Rights of Action transferred to the Liquidation Trust in the Plan by filing a notice of compromise and settlement with the Bankruptcy Court, which shall be deemed approved if no objection is

filed within twenty-three (23) days after the date of filing, and which shall be subject to approval of the Bankruptcy Court to the extent an objection is filed;

(f) To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay the charges incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan, without application to the Bankruptcy Court, with such charges to be paid solely from the Liquidation Trust Expense Reserve and the Liquidation Trust Assets;

(g) To cause, on behalf of the Liquidation Trust, the Debtor and the Estate, that all necessary tax returns and all other appropriate or necessary documents related to municipal, State, Federal or other tax law are prepared and filed timely;

(h) To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;

(i) To invest Cash in accordance with Bankruptcy Code § 345 or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidation Trustee;

(j) To collect any accounts receivable or other claims and assets of the Debtor or the Estate not otherwise disposed of pursuant to the Plan, including without limitation, the Pre-Petition Accounts Receivable and the Post-Petition/Pre-Closing Accounts Receivable;

(k) To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtor or the Liquidation Trustee thereunder;

(l) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization at the discretion of the Liquidation Trustee, any assets that the Liquidation Trustee concludes are of inconsequential benefit to Creditors of the Estate or, at the conclusion of the Chapter 11 Case, are determined to be too impractical to distribute;

(m) To investigate, prosecute and/or settle Rights of Action, including, but not limited to Avoidance Actions, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Rights of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;

(n) To utilize Trust Assets to purchase or create and carry all appropriate new insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee;

(o) To implement and/or enforce all provisions of the Plan;

(p) To maintain appropriate books and records (including financial books and records);

(q) To collect and liquidate all assets of the Estate pursuant to the Plan and administer the winding-up of the affairs of the Debtor including, but not limited to, closing the Chapter 11 Case;

(r) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U. S. Trustee quarterly financial reports until such time as such reports are no longer required, a Final Decree is entered closing the Chapter 11 Case or the Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise;

(s) To file with the Bankruptcy Court and serve upon the Post-Confirmation Service List, within twenty-five (25) days after the end of each quarter, a report setting forth: (i) the receipt and disposition by the Liquidation Trustee of property of the Estate or the Debtor during the prior quarter, including the disposition of funds in the Liquidation Trust; (ii) all Disputed Claims resolved by the Liquidation Trustee during such period; and (iii) the status of Rights of Action;

(t) To carry out the provisions of the Plan relating to the treatment, maintenance, and destruction of Patient Records in accordance with the processes and procedures in the Plan relating to Patient Records;

(u) To establish the Reserves as provided in Article V.E(3) of the Plan and to pay applicable Allowed Claims from the appropriate Reserve; and

(v) To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

Other than the obligations of the Liquidation Trustee enumerated or referred to herein or under the Plan, the Liquidation Trustee shall have no duties or obligations of any kind or nature respecting the implementation and administration of the Plan or this Agreement.

2.2 Costs. The Liquidation Trustee shall pay Plan administration costs, costs of holding and liquidating any non-Cash property, and costs of prosecution of any and all Rights of Action held by the Liquidation Trust, including but not limited to taxes and professional fees, from the funds in the Liquidation Trust Expense Reserve and the Liquidation Trust, excluding funds in the Remaining Reserves.

2.3 Reserves. On the Effective Date, the Liquidation Trustee shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for accrued expenses and for payment of prospective expenses and liabilities of the Estate and the Liquidation Trust after the Effective Date. On the Effective Date, the Liquidation Trustee shall establish and appropriately fund the following Reserves: (i) the Professional Fee Reserve; (ii) the Non-Professional Administrative Claim Reserve; (iii) the Priority Tax Claim Reserve; (iv) the Priority Non-Tax Claim Reserve; and (v) the Liquidation Trust Expense Reserve, which shall consist of all funds owned by the Debtor after all Allowed Professional Fee Claims, Allowed Non-Professional Administrative Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims have been paid in full. In the event that the Cash held by the Liquidation Trust, together with proceeds of any disposition of Trust Assets available for such purpose, are insufficient to make payments as provided in this Section 2.3, the Liquidation Trustee shall, unless funds sufficient for such purpose have otherwise been made available from any other sources, have no obligation to make such payments.

2.4 Distributions. Pursuant to the Plan, after payment in full from the Reserves of all Allowed Professional Fee Claims, Allowed Non-Professional Administrative Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims, the Liquidation Trustee shall transfer any unused portion of the Remaining Reserves to the Liquidation Trust to be administered in accordance with the Liquidation Trust Agreement and the Plan. Distributions to Holders of Allowed General Unsecured

Claims shall be made at the discretion of the Liquidation Trustee through the exercise of its business judgment and in compliance with the Plan and Confirmation Order.

2.5 Liability of Liquidation Trustee.

(a) Standard of Care. Except in the case of willful misconduct, gross negligence or fraud, the Liquidation Trustee shall not be liable for any loss or damage by reason of any action taken or omitted by it pursuant to the discretion, powers and authority conferred, or in good faith believed by the Liquidation Trustee to be conferred, on the Liquidation Trustee by this Agreement or the Plan.

(b) No Liability for Acts of Predecessors. No successor Liquidation Trustee shall be in any way responsible for the acts or omissions of any Liquidation Trustee in office prior to the date on which such successor becomes the Liquidation Trustee, unless a successor Liquidation Trustee expressly assumes such responsibility.

(c) No Implied Obligations. Subject to Section 1.4 hereof, the Liquidation Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Liquidation Trustee.

(d) No Liability for Good Faith Error of Judgment. The Liquidation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Liquidation Trustee was grossly negligent in ascertaining the pertinent facts.

(e) Reliance by Liquidation Trustee on Documents or Advice of Counsel or Other Persons. Except as otherwise provided herein, the Liquidation Trustee may rely, and shall be fully protected in acting or refraining from acting, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties, and the Liquidation Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Liquidation Trustee also may engage and consult with legal counsel for the Liquidation Trust and other agents and advisors and shall not be liable for any action taken or suffered by the Liquidation Trustee in reliance upon the advice of such counsel, agents or advisors. The Liquidation Trustee shall have the right at any time to seek instructions from the Bankruptcy Court concerning the administration or disposition of the Trust Assets.

(f) No Personal Obligation for Trust Liabilities. Persons dealing with the Liquidation Trustee, or seeking to assert claims against the Debtor, shall look only to the Trust Assets to satisfy any liability incurred by the Liquidation Trustee to any such person in carrying out the terms of this Agreement, and the Liquidation Trustee shall have no personal, individual obligation to satisfy any such liability.

2.6 Selection of Agents. The Liquidation Trustee may engage any employee of the Debtor or other persons, and also may engage or retain brokers, banks, custodians, investment and financial advisors, attorneys (including existing counsel to the Debtor), accountants (including existing accountants for the Debtor) and other advisors and agents, in each case without Bankruptcy Court approval. The Liquidation Trustee may pay the salaries, fees and expenses of such persons from Trust Assets or proceeds thereof. In addition, the parties acknowledge that Trust Assets may be advanced to satisfy such salaries, fees and expenses. The Liquidation Trustee shall not be liable for any loss to the Liquidation Trust or any person interested therein by reason of any mistake or default of any such Person referred to

in this Section 2.6 selected by the Liquidation Trustee in good faith and without either gross negligence or intentional malfeasance.

2.7 Liquidation Trustee's Compensation, Indemnification and Reimbursement.

(a) As compensation for services in the administration of this Liquidation Trust, the Liquidation Trustee shall be compensated as specified on Schedule A attached hereto. The Liquidation Trustee shall also be reimbursed for all documented actual, reasonable and necessary out-of-pocket expenses incurred in the performance of its duties hereunder.

(b) In addition, the Liquidation Trustee shall be indemnified by and receive reimbursement from the Trust Assets against and from any and all loss, liability, expense (including attorneys' fees) or damage which the Liquidation Trustee incurs or sustains, in good faith and without either gross negligence or intentional malfeasance, acting as Liquidation Trustee under or in connection with this Agreement.

(c) The Liquidation Trustee is hereby authorized to obtain all reasonable insurance coverage for himself, his agents, representatives, employees or independent contractors, including, without limitation, coverage with respect to the liabilities, duties and obligations of the Liquidation Trustee and his agents, representatives, employees or independent contractors under the Plan and this Agreement.

2.8 Tax Treatment and Obligation to File Returns.

(a) The transfer of the Debtor's and the Estate's remaining assets to the Liquidation Trust shall be treated as a transfer to the beneficiaries of the Liquidation Trust for all purposes of the Internal Revenue Code (e.g., sections 61(a)(12), 483, 1001, 1012 and 1274) followed by a deemed transfer by such beneficiaries to the Liquidation Trust. The Liquidation Trust shall be considered a "grantor" trust for federal income tax purposes, and the beneficiaries of the Liquidation Trust shall be treated as the grantors and deemed owners of the Liquidation Trust. All items of income, gain, loss, deduction and credit will be included in the income of the Trust Beneficiaries as if such items had been recognized directly by the Trust Beneficiaries in the proportions in which they own beneficial interests in the Liquidation Trust. To the extent valuation of the transferred property to the Liquidation Trust is required under applicable law, the Liquidation Trustee shall value the transferred property and notify in writing the beneficiaries of the Liquidation Trust of such valuations. The assets transferred to the Liquidation Trust shall be valued consistently by the Liquidation Trustee and the Trust Beneficiaries, and these valuations will be used for all federal income tax purposes.

(b) The Liquidation Trustee shall comply with all tax reporting requirements and, in connection therewith, the Liquidation Trustee may require Trust Beneficiaries to provide certain tax information as a condition to receipt of distributions, including, without limitation, filing returns for the Liquidation Trust as a grantor trust pursuant to Treasury Regulation § 1.6714(a).

2.9 Tax Provisions.

(a) Income Tax Status.

(i) The Liquidation Trust is created for the purpose of liquidating the Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d) and making distributions to holders of Allowed Claims. The Liquidation Trust is not otherwise authorized to engage in any trade or business.

(ii) Under the guidelines set forth in Revenue Procedure 94-95, I.R.B. 1994-20.12 and § 1.671-4(a) of the Income Tax Regulations, the Liquidation Trustee will file returns for the Liquidation Trust as a grantor trust. As described more fully in the Plan and Disclosure Statement, the transfer of the Trust Assets will be treated for tax purposes as a transfer to the Trust Beneficiaries, followed by a deemed transfer from such Trust Beneficiaries to the Liquidation Trust.

(iii) In accordance with the provisions of Section 6012(b)(3) of the Internal Revenue Code of 1986, as amended, the Liquidation Trustee shall cause to be prepared, at the cost and expense of the Liquidation Trust, the corporate income tax returns (Federal, state and local) that the Debtor is required to file. The Liquidation Trustee shall timely file each such tax return with the appropriate taxing authority and shall pay out of the Trust Assets all taxes due with respect to the period covered by each such tax return.

(b) Withholding. The Liquidation Trustee may withhold from the amount distributable from the Liquidation Trust at any time to any Trust Beneficiary such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges which have been or may be imposed on such Trust Beneficiary or upon the Liquidation Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for by any law, regulation, rule, ruling, directive, or other governmental requirement.

(c) Tax Identification Numbers. The Liquidation Trustee may require any Trust Beneficiary to furnish to the Liquidation Trustee its Employer or Taxpayer Identification Number as assigned by the Internal Revenue Service and the Liquidation Trustee may condition any distribution to any Trust Beneficiary upon receipt of such identification number and any other information required for the Liquidation Trustee to comply with Internal Revenue Service requirements.

2.10 Conflicting Claims. If the Liquidation Trustee becomes aware of any disagreement or conflicting claims with respect to the Trust Assets, or is in good faith doubt as to any action that should be taken under this Agreement, the Liquidation Trustee may take any or all of the following actions as reasonably appropriate:

(i) to the extent of such disagreement or conflict, or to the extent deemed by the Liquidation Trustee necessary or appropriate in light of such disagreement or conflict, withhold or stop all further performance under this Agreement with respect to the matter of such dispute (except, in all cases, the safekeeping of the Trust Assets) until the Liquidation Trustee is reasonably satisfied that such disagreement or conflicting claims have been fully resolved; or

(ii) file a suit in interpleader or in the nature of interpleader in the Bankruptcy Court (or any other court of competent jurisdiction) and obtain an order requiring all Persons involved to litigate in the Bankruptcy Court their respective claims arising out of or in connection with this Agreement; or

(iii) file any other appropriate motion for relief in the Bankruptcy Court (or any other court of competent jurisdiction).

2.11 Records of Liquidation Trustee. The Liquidation Trustee shall maintain accurate records of receipts and disbursements and other activity of the Liquidation Trust. The books and records maintained by the Liquidation Trustee, as well as any and all other books and records of the Debtor, may be disposed of by the Liquidation Trustee at such time as the Liquidation Trustee determines that the

continued possession or maintenance of such books and records is no longer necessary for the benefit of the Liquidation Trust or its beneficiaries, or upon the termination of the Liquidation Trust, provided that at least thirty (30) days notice of the intention to dispose of such books and records has been provided to the Post-Confirmation Service List.

2.12 Bond. The Liquidation Trustee shall obtain a bond satisfactory to the Bankruptcy Court in favor of the Liquidation Trust, the cost of which shall be an expense of the Liquidation Trust.

III. RIGHTS, POWERS AND DUTIES OF BENEFICIARIES.

3.1 Interests of Beneficiaries. The Trust Beneficiaries shall have beneficial interests in the Trust Assets as provided in the Plan. The Trust Beneficiaries' proportionate interests in the Trust Assets as thus determined shall be transferable, subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law, but shall not be binding on the Trustee unless and until the transfer has been accepted by the Liquidation Trustee.

3.2 Interests Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any Trust Beneficiary to any title in or to the Trust Assets as such (which title shall be vested in the Liquidation Trustee) or to any right to call for a partition or division of Trust Assets or to require an accounting.

IV. AMENDMENT OF TRUST OR CHANGE IN TRUSTEE.

4.1 Resignation of the Liquidation Trustee. The Liquidation Trustee may resign by an instrument in writing signed by the Liquidation Trustee and provided to the Post-Confirmation Service List, provided that the Liquidation Trustee shall continue to serve as such after his resignation for thirty (30) days or, if longer, until the time when appointment of his successor shall become effective in accordance with Section 4.3 hereof.

4.2 Removal of the Liquidation Trustee. The Trust Beneficiaries may remove the Liquidation Trustee with or without cause at any time by the vote of holders of Allowed Claims of at least two-thirds in amount and more than one-half in number. Such removal shall be effective thirty (30) days after the Trust Beneficiaries' determination, or after such shorter period (or immediately) as the Bankruptcy Court may direct for cause. Upon removal of the Liquidation Trustee in accordance with this Section 4.2 other than for cause, the Liquidation Trustee shall be entitled to all compensation that has accrued through the effective date of termination, but remains unpaid as of such date which payment shall be made promptly from the Liquidation Trust Assets. For the purposes of this Agreement, "cause" shall mean (a) the willful and continued refusal by the Liquidation Trustee to perform his duties as set forth herein; (b) gross negligence, gross misconduct, fraud, embezzlement or theft; or (c) such other cause as a majority of the Trust Beneficiaries shall in good faith determine.

4.3 Appointment of Successor Liquidation Trustee. In the event of the death, resignation, termination, incompetence or removal of the Liquidation Trustee, any Trust Beneficiary, or the outgoing Liquidation Trustee may petition the Bankruptcy Court to appoint a successor Liquidation Trustee. The Bankruptcy Court shall retain jurisdiction to resolve any disputes in connection with the service of the Liquidation Trustee or his successor. Every successor Liquidation Trustee appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and to the predecessor Liquidation Trustee (if practicable) an instrument accepting such appointment and the terms and provisions of this Agreement, and thereupon such successor Liquidation Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers and duties of the retiring Liquidation Trustee.

4.4 Continuity. Unless otherwise ordered by the Bankruptcy Court, the death, resignation, incompetence or removal of the Liquidation Trustee shall not operate to terminate or to remove any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Liquidation Trustee. In the event of the resignation or removal of the Liquidation Trustee, the Liquidation Trustee shall promptly execute and deliver such documents, instruments, final reports, and other writings as may be reasonably requested from time to time by the Bankruptcy Court or the successor Liquidation Trustee.

4.5 Amendment of Agreement. This Agreement may be amended, modified, terminated, revoked or altered only upon order of the Bankruptcy Court.

V. TERMINATION OF TRUST.

The Liquidation Trust shall terminate upon the earliest to occur of (a) the fulfillment of the Liquidation Trust's purpose by the liquidation of all of the Trust Assets and the distribution of the proceeds of the liquidation thereof in accordance with the Plan; or (b) five (5) years after the Effective Date (the "Termination Date"). Reasonable efforts shall be made to see to it that the Termination Date shall be no later than the time reasonably necessary to accomplish the Liquidation Trust's purpose of liquidating assets and satisfying liabilities under the Plan. Notwithstanding the foregoing, however, if warranted by the facts and circumstances, upon proper notice to interested parties who have requested such notice and with an explanation of why the extension is necessary to the purpose of the Liquidation Trust, the term of the Liquidation Trust may be extended for a finite term based on its particular facts and circumstances.

VI. RETENTION OF JURISDICTION.

Subject to the following sentence, the Bankruptcy Court shall have exclusive jurisdiction over the Liquidation Trust, the Liquidation Trustee and the Trust Assets as provided in the Plan, including the determination of all controversies and disputes arising under or in connection with the Liquidation Trust or this Agreement. However, if the Bankruptcy Court abstains or declines to exercise such jurisdiction or is without jurisdiction under applicable law, any other court of competent jurisdiction may adjudicate any such matter. All Trust Beneficiaries consent to the jurisdiction of the U.S. District Court for the Northern District of Texas, Fort Worth Division and the state district courts sitting in Fort Worth, Texas over all disputes related to this Agreement.

VII. MISCELLANEOUS

7.1 Applicable Law. The Liquidation Trust created by this Agreement shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to principles of conflict of laws, but subject to any applicable federal law.

7.2 Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

7.3 Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership or joint venture of any kind.

7.4 Interpretation. Section and paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision hereof.

7.5 Savings Clause. If any clause or provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court, such invalidity or unenforceability shall not affect any other clause or provision hereof, but this Agreement shall be construed, insofar as reasonable to effectuate the purpose hereof, as if such invalid or unenforceable provision had never been contained herein.

7.6 Entire Agreement. This Agreement and the Plan constitute the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations with respect to the subject matter hereof except as set forth herein or therein. This Agreement together with the Plan supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to such subject matter. Except as otherwise authorized by the Bankruptcy Court or specifically provided in this Agreement or in the Plan, nothing in this Agreement is intended or shall be construed to confer upon or to give any Person other than the parties hereto and the Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

7.7 Counterparts. This Agreement may be executed by facsimile or electronic transmission and in counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.

7.8 Notices.

(a) All notices, requests or other communications required or permitted to be made in accordance with this Agreement shall be in writing and shall be deemed given five (5) Business Days after first-class mailing, one (1) Business Day after sending by overnight courier, or on the first (1st) Business Day after facsimile or electronic transmission.

(i) if to the Liquidation Trust or Liquidation Trustee:

J. Gregg Pritchard
Warrant Street Global, Inc.
14th Wall Street
20th Floor
New York, New York 10007

with copies to:

Stephen M. Pezanosky
Haynes and Boone, LLP
301 Commerce St., Suite 2600
Fort Worth, Texas 76102
Stephen.pezanosky@haynesboone.com

(ii) if to any Trust Beneficiary, to such address as such Trust Beneficiary shall have furnished to the Debtor in writing prior to the Effective Date.

(b) Any Person may change the address at which it is to receive notices under this Agreement by furnishing written notice to the Liquidation Trustee in the same manner as above.

7.9 Effective Date. This Agreement shall become effective as of the Effective Date.

7.10 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties, the Trust Beneficiaries and, subject to the provisions hereof, their respective successors and assigns.

7.11 Conflict with the Plan. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Agreement shall govern.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the day and year first above written.

Forest Park Medical Center at Southlake, LLC

By: _____
Name: J. Robert Medlin
Title: Chief Restructuring Officer

TRUSTEE OF THE FOREST PARK MEDICAL
CENTER AT SOUTLAKE, LLC LIQUIDATION
TRUST

By: _____
J. Gregg Pritchard

SCHEDULE A

**TERMS OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF THE
LIQUIDATION TRUSTEE**

1. COMPENSATION

- (a) Beginning at the Effective Date (as defined in the Plan), the Liquidation Trustee shall be employed and compensated at a flat rate of \$30,000 per month for the first [6] months. Thereafter, the Liquidation Trustee shall be compensated on an hourly basis at the rate of \$500 per hour.
- (b) The Liquidation Trustee shall be entitled to receive as additional compensation, 17.5% of any distribution to unsecured creditors above the projected recoveries identified in the Disclosure Statement.

2. COMPUTATION OF HOURS; RECORDKEEPING

- (a) For the purpose of calculating the days and hours in respect of which the Liquidation Trustee may receive compensation under Section 1 above, travel times shall be included in the number of hours expended at one-half otherwise applicable rates, but only if such travel is for the purpose of conducting Liquidation Trustee activities. Travel by the Liquidation Trustee for personal reasons, including travel to and from any residence of the Liquidation Trustee, shall not be included in the number of hours expended.
- (b) At the conclusion of the first [6] months referenced in Section 1 above, the Liquidation Trustee shall maintain a record of his time expended in his capacity as Liquidation Trustee, which shall include a brief description of such activities.

3. REIMBURSEMENT OF EXPENSES

The Liquidation Trustee shall be entitled to reimbursement for documented actual and reasonable expenses incurred in performing his duties as the Liquidation Trustee.