

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

In re:	)	Chapter 11
IMH FINANCIAL CORPORATION,	)	Case No. 20-11858 (CSS)
Debtor. <sup>1</sup>	)	
	)	
	)	
	)	

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT; (II) HEARING TO  
CONSIDER CONFIRMATION OF THE PLAN OF REORGANIZATION; (III)  
DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN; AND  
(IV) DEADLINE FOR VOTING ON THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

By order dated September 2, 2020 [D.I. 161] (the “**Disclosure Statement Order**”) the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) approved the *Amended Disclosure Statement Dated September 2, 2020 for Chapter 11 Plan of IMH Financial Corporation* [D.I. 159] (as it may be amended, supplemented or modified from time to time, the “**Disclosure Statement**”), pursuant to Section 1125 of title 11 of the United States Code, (the “**Bankruptcy Code**”), with respect to the *Amended Chapter 11 Plan of IMH Financial Corporation* [D.I. 158] (as it may be amended, supplemented or modified from time to time, the “**Plan**”)<sup>2</sup> and the Debtor’s procedures for soliciting votes on the Plan.

Pursuant to the Disclosure Statement Order, the Bankruptcy Court established **October 6, 2020 at 5:00 p.m. (EST)** as the deadline by which Ballots accepting or rejecting the Plan must be received (the “**Voting Deadline**”). To be counted, your original Ballot must **actually be received** on or before the Voting Deadline by Donlin, Recano & Company, Inc. (the “**Solicitation Agent**”) at (i) first-class mail addressed to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219 or (ii) personal delivery or overnight courier to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, 6201 15<sup>th</sup> Avenue, Brooklyn, NY 11219.

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s federal tax identification number, as applicable, is IMH Financial Corporation (7126). The location of the Debtor’s corporate headquarters is 7001 N. Scottsdale Rd., Scottsdale, Arizona 85253.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or the Disclosure Statement, as applicable.

If you hold an Interest in the Debtor as of July 23, 2020 (the “**Voting Record Date**”) and are entitled to vote to accept or reject the Plan, you have received with this Confirmation Hearing Notice a Ballot and voting instructions appropriate for your interest. You should carefully read the Disclosure Statement and Plan and all documents attendant thereto. For your Ballot to be counted, you must complete all required information on the Ballot, execute the Ballot, and return the completed Ballot with original signature to the address indicated on the instructions accompanying your Ballot, so as to be **actually received** by the Solicitation Agent by the Voting Deadline. Alternatively, Ballots may be submitted via an electronic Ballot through the Solicitation Agent’s on-line electronic Ballot submission portal at [www.DonlinRecano.com/clients/imh/vote](http://www.DonlinRecano.com/clients/imh/vote) (the “**eBallot Portal**”) **by no later than the Voting Deadline. Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote.** Ballots cast by facsimile, e-mail or other electronic transmission, except for through the online balloting portal, will not be counted.

If you have not received a Ballot and are entitled to vote on the Plan, you may request a Ballot and voting instructions appropriate for your interest from the Solicitation Agent by (a) visiting the Debtor’s case website ([www.donlinrecano.com/imh](http://www.donlinrecano.com/imh)); (b) calling the Solicitation Agent at 1-877-534-8310; (c) email at [imhinfo@donlinrecano.com](mailto:imhinfo@donlinrecano.com) with a reference to “IMH Financial Corporation” in the subject line, or (d) sending a written request to the Solicitation Agent at (i) first-class mail addressed to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219 or (ii) personal delivery or overnight courier to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, 6201 15<sup>th</sup> Avenue, Brooklyn, NY 11219. All submitted Ballots will be tabulated according to the procedures set forth in the Disclosure Statement Order.

A hearing to consider Confirmation of the Plan (the “**Confirmation Hearing**”) will be held on **October 13, 2020 at 12:00 p.m. (EST)** before The Honorable Christopher Sontchi, United States Bankruptcy Court, at 824 Market Street, 5<sup>th</sup> Floor, Courtroom No. #6, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time without further notice other than adjournments announced in open Court or in the filing of a notice or hearing agenda in the case and notice of such adjourned date(s) will be available on the electronic case filing docket. The Plan may be amended, supplemented or modified from time to time, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

Objections, if any, to confirmation of the Plan must (i) be made in writing; (ii) state the name and address of the objecting party and the nature of the claim or interest of such party; (iii) state with particularity the legal and factual basis and nature of any Plan Objection; and (iv) be filed with the Bankruptcy Court, together with proof of service, and served so that they are received on or before **October 6, 2020 at 4:00 p.m. (EST)** (the “**Plan Objection Deadline**”) by the following parties: (i) IMH Financial Corporation, Attn: Jonathan Brohard, Executive Vice President and General Counsel, Tel: (480) 840-8400, e-mail: [JBrohard@imhfc.com](mailto:JBrohard@imhfc.com); (ii) counsel to the Debtor, Snell & Wilmer L.L.P., Attn: Christopher H. Bayley, Esq., Tel: (602) 382-6214, e-mail: [cbayley@swlaw.com](mailto:cbayley@swlaw.com), (iii) Delaware counsel to the Debtor, Ashby & Geddes, Attn: William P. Bowden, Esq., Tel: (302) 654-1888, e-mail: [WBowden@ashbygeddes.com](mailto:WBowden@ashbygeddes.com); (iv) counsel to JPMorgan Chase Funding Inc., (a) Hahn & Hessen, Attn. Jeffrey L. Schwartz, Esq.;

jschwartz@hahnhausen.com and Joshua I. Divack, Esq.; jdivack@hahnhausen.com; and (b) Landis Rath & Cobb LLP, Attn. Adam G. Landis, Esq.; landis@lrclaw.com and Richard S. Cobb, Esq.; cobb@lrclaw.com; (v) counsel to the Juniper Parties, Munger Tolles & Olson, Attn: C. David Lee, Esq., Tel: (213) 683-9285, e-mail: David.Lee@mto.com; and (vi) the Office of the United States Trustee for the District of Delaware, Attn: Benjamin Hackman, Esq.; Benjamin.A.Hackman@usdoj.gov. Objections not timely filed and served in the manner set forth in the Disclosure Statement Order shall not be considered and shall be deemed overruled.

The Disclosure Statement and the Plan are on file with the Clerk of the Bankruptcy Court and may be examined by any interested party at the Clerk's office at any time during regular business hours or by (a) visiting the Debtor's case website ([www.donlinrecano.com/imh](http://www.donlinrecano.com/imh)); (b) calling the Solicitation Agent at 1-877-534-8310; (c) email at [imhinfo@donlinrecano.com](mailto:imhinfo@donlinrecano.com) with a reference to "IMH Financial Corporation" in the subject line; or (d) sending a written request to the Solicitation Agent at (i) first-class mail addressed to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, P.O. Box 199043, Blythebourne Station, Brooklyn, NY 11219 or (ii) personal delivery or overnight courier to Donlin, Recano & Company, Inc., Re: IMH Financial Corporation, 6201 15<sup>th</sup> Avenue, Brooklyn, NY 11219. In addition, copies of the Plan and the Disclosure Statement may be obtained at or viewed for a fee on the Bankruptcy Court's website (<http://www.deb.uscourts.gov>) by following the directions for accessing the ECF system on such website.

**Pursuant to Article VIII of the Plan, the Debtor seeks approval of the following release and injunction provisions:**

**Releases by the Debtor<sup>3</sup>**

**Notwithstanding anything contained in this Plan to the contrary, pursuant to Section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Plan Effective Date, each Released Party<sup>4</sup> is deemed released and discharged by the Debtor, the Reorganized Debtor,<sup>5</sup> and the Releasing Parties<sup>6</sup> from any and all Causes of**

<sup>3</sup> "Debtor" means IMH Financial Corporation.

<sup>4</sup> "Releasing Party" means, collectively, each of the following in their respective capacities as such: (a) the Debtor and the Reorganized Debtor; (b) the parties to the Restructuring Support Agreement; (c) the DIP Lender; (d) with respect to the Debtor, the Reorganized Debtor, and each of the foregoing Entities in clause (b), each of their current and former affiliates; (e) with respect to each of the foregoing Entities in clauses (a) through (c), such Entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, managers, directors principals, direct and indirect shareholders, direct and indirect members, direct and indirect partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, agents and other professionals, and such Persons' respective heirs, executors, estates, servants and nominees; and (e) Holders of a Claim or Interest; provided, however, that such Holder shall be neither a Releasing Party nor a Released Party if it: (i) is the Holder of an Interest in a Class that is entitled to vote and such holder (x) votes to accept or reject the Plan and (y) elects on its Ballot to opt out of the releases contained in Article VIII of the Plan; (ii) is the Holder of an Interest in a Class that is entitled to vote and such holder does not return a ballot accepting or rejecting the Plan; (iii) is the Holder of an Interest in a Class that is entitled to vote and such Class votes to reject the Plan; or (iv) is the Holder of a Claim that is Unimpaired under the Plan that timely files with the Bankruptcy Court on the docket of the Bankruptcy Case an objection to the releases contained in Article VIII of the Plan that is either (a) uncontested by the Debtor or (b) sustained by the Bankruptcy Court (a "Release Objection"); provided further, however, that the parties to the Restructuring Support Agreement shall not be entitled to opt out of the releases contained in Article VIII of the Plan.

<sup>5</sup> "Reorganized Debtor" means the Debtor, or any successor or assign thereto, by merger, consolidation, or otherwise, on or after the Plan Effective Date.

<sup>6</sup> "Released Party" means, collectively, each of the following in their respective capacities as such: (a) the Debtor and the Reorganized Debtor, and all of their (1) current financial advisors, attorneys, accounts, investment bankers, representatives, and other professionals, (2) current employees, consultants, affiliates, officers, managers, and directors, including any such Persons or Entities retained pursuant to section 363 of the Bankruptcy Code; (b) the parties to the Restructuring Support Agreement; (c) the DIP Lender; (d) with respect to the Debtor, the Reorganized Debtor, the Entities in clause (b), each of their current and former affiliates; and (e) with respect to each of the foregoing Entities in clauses (a) through (c), such Entities' predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, managers, directors, principals, direct and indirect shareholders, direct and indirect members, direct and indirect partners, direct and indirect equity holders, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund

Action, including any derivative claims, asserted on behalf of the Debtor, that the Debtor or the Reorganized Debtor would have been legally entitled to assert in their own right or on behalf of the Holder of any Claim against, or Interest in, the Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including management, ownership, or operation thereof), the Debtor's in- or out-of-court restructuring efforts, intercompany transactions, the Bankruptcy Case, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the DIP Facility, the DIP Documents, the Exit Facility, the Exit Facility Documents, or any Restructuring, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan, the filing of the Bankruptcy Case, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of the New Common Stock pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Plan Effective Date obligations of any party or Entity under the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

#### Consensual Releases by Holders of Claims<sup>7</sup> and Interests<sup>8</sup>

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Plan Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtor, the Reorganized Debtor, and each Released Party from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including but not limited to any derivative claims, asserted or assertable on behalf of the Debtor, its Estate, or the Reorganized Debtor, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including management, ownership, or operation thereof), the Debtor's in- or out-of-court restructuring efforts, intercompany transactions, the Bankruptcy Case, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the DIP Facility, the DIP Documents, the Disclosure Statement, the Plan, the Exit Facility, the Exit Facility

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advisors, agents and other professionals, and such Persons' respective heirs, executors, estates, servants and nominees; provided, however, that any Holder of a Claim or Interest that opts out of the releases in accordance with the provisions of Article VIII of Plan shall not be a "Released Party."

<sup>7</sup> "Claim" means any "claim," as such term is defined in section 101(5) of the Bankruptcy Code, against the Debtor.

<sup>8</sup> "Interest" means the Common Stock, Preferred Stock, Warrants, and any limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interest, unit, or share in the Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in the Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security.

Documents, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the Restructuring Support Agreement, the DIP Facility, the Disclosure Statement, or the Plan, the filing of the Bankruptcy Case, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of the New Common Stock pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Plan Effective Date provided, however, that the foregoing releases shall have no effect on the liability of any Person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct. Notwithstanding anything contained herein to the contrary, the foregoing release shall not release any obligation of any Person or Entity under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Section 1129 of the Bankruptcy Code, of the releases described in this Article VIII which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article VIII is: (1) consensual; (2) in exchange for the good and valuable consideration provided by the Released Parties, (3) a good-faith settlement and compromise of such Claims; (4) in the best interests of the Debtor and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) subject to the provisions of this Section VIII, a bar to any of the Releasing Parties or the Debtor or its Estate asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

## Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Plan Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Reorganized Debtor, the Exculpated Parties,<sup>9</sup> or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (d) asserting any right of

<sup>9</sup> "Exculpated Party" means, collectively, (a) the Debtor; (b) the Debtor's Professionals; (c) official committees appointed in the Bankruptcy Case (if any) and each of their respective members and any Professional; and (d) with respect to each of the foregoing, such Entities' current officers, managers, directors, , employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, and such persons' respective heirs, executors, estates, servants and nominees.

setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has filed a motion requesting the right to perform such setoff on or before the Plan Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

IF YOU ARE AN INTEREST HOLDER ENTITLED TO VOTE ON THE PLAN, AND YOU VOTE TO ACCEPT OR REJECT THE PLAN AS SET FORTH ABOVE, BUT DO NOT ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED TO CONSENT AND GRANT THE RELEASES SET FORTH IN THE PLAN. CONVERSELY, IF YOU ARE AN INTEREST HOLDER ENTITLED TO VOTE ON THE PLAN, AND YOU VOTE TO ACCEPT OR REJECT THE PLAN, AND DO ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE VIII OF THE PLAN, YOU WILL NOT BE DEEMED TO GRANT THE RELEASES SET FORTH IN THE PLAN.

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Dated: Wilmington, Delaware  
September 2, 2020

**ASHBY & GEDDES P.A.**

By: /s/ William P. Bowden

William P. Bowden (DE Bar No. 2553)  
Gregory A. Taylor (DE Bar No. 4008)  
Benjamin W. Keenan (DE Bar No. 4724)  
Stacy L. Newman (DE Bar No. 5044)  
Katharina Earle (DE Bar No. 6348)  
500 Delaware Avenue  
8<sup>th</sup> Floor  
Wilmington, DE 19801  
Telephone: 302.654.1888  
WBowden@ashbygeddes.com  
GTaylor@ashbygeddes.com  
BKeenan@ashbygeddes.com  
SNewman@ashbygeddes.com  
KEarle@ashbygeddes.com

-and-

**SNELL & WILMER L.L.P.**

Christopher H. Bayley  
Steven D. Jerome  
Benjamin W. Reeves  
Jill H. Perrella  
James G. Florentine  
Molly J. Kjartanson  
One Arizona Center  
400 E. Van Buren St., Ste. 1900  
Phoenix, AZ 85004-2202  
Telephone: 602.382.6000  
cbayley@swlaw.com  
sjerome@swlaw.com  
breeves@swlaw.com  
jperrella@swlaw.com  
jflorentine@swlaw.com  
mkjartanson@swlaw.com

*Counsel for the Debtor*