

Vincent P. Slusher
State Bar No. 00785480
vince.slusher@dlapiper.com
J. Seth Moore
State Bar No. 24027522
seth.moore@dlapiper.com
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201
Telephone: (214) 743-4572
Facsimile: (972) 813-6267

COUNSEL FOR DEBTOR AND
DEBTOR-IN POSSESSION

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

In Re:

Angaraka Limited Partnership

Debtor.

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Chapter No.: 11

Case No.: 10-33868-sgj11

**CHAPTER 11 PLAN OF REORGANIZATION
FILED BY DEBTOR, ANGARAKA LIMITED PARTNERSHIP DATED SEPTEMBER 28,
2010**

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Angaraka Limited Partnership, as the debtor and debtor in possession (the “Debtor” or “Angaraka”) in the above-captioned chapter 11 case (the “Chapter 11 Case”) proposes the following chapter 11 plan of reorganization:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION OF TERMS

1.1 Definitions. The capitalized terms used herein shall have the respective meanings specified below:

(1) “Administrative Claim” means a Claim (i) arising on or after the Commencement Date and prior to the Effective Date for a cost or expense of administration of the Chapter 11 Case, that is entitled to priority or superpriority pursuant to sections 364(c)(1), 503(b), or 507(a)(2) of the Bankruptcy Code, including Fee Claims and actual and necessary costs and expenses incurred after the Commencement Date of preserving the Estate and operating the businesses of the Debtor or (ii) entitled to priority under section 503(b)(9) of the Bankruptcy Code.

(2) “Allowed” means with reference to a Claim, any Claim to the extent it has not been withdrawn, paid, deemed satisfied in full or otherwise extinguished that (i) has been listed by the Debtor in its Schedules as liquidated in amount and not disputed or contingent, for which no contrary proof of claim has been filed, and for which no objection to the allowance thereof has been interposed on or before the Claims Objection Deadline, (ii) proof (or with respect to an Administrative Claim, a request for payment) of which has been filed on or before the Bar Date, and for which no objection to the allowance thereof has been interposed on or before the Claims Objection Deadline, (iii) is allowed pursuant to the Plan or procedures set forth in the Plan, (iv) the Debtor or Reorganized Debtor determine should be allowed, (v) is compromised, settled, or otherwise resolved pursuant to a Final Order of the Bankruptcy Court or the authority granted to the Reorganized Debtor under the Plan, or (vi) an objection to the allowance of which has been interposed on or before the Claims Objection Deadline, but for which a Final Order of the Bankruptcy Court has been entered allowing such Claim, *provided, however*, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder. Except as otherwise provided in the Plan or a Bankruptcy Court order, the amount of an Allowed Claim (including a Disputed Claim that subsequently becomes an Allowed Claim) shall not include (a) any interest, penalty, or late charge arising or accruing after the Commencement Date, or (b) any award or reimbursement of attorneys fees or related expenses or disbursements.

(3) “Ballot” means the form distributed to each holder of an impaired Claim entitled to vote on the Plan, on which such holder is to indicate acceptance or rejection of the Plan.

(4) “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Case.

(5) “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

(6) “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

(7) “Bar Date” means, for general claims, October 11, 2010.

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

(9) “Cash” means legal tender of the United States of America.

(10) “Causes of Action” means all rights, claims (as such term is defined in section 101 of the Bankruptcy Code), causes of action, defenses, debts, demands, damages, obligations, and liabilities of any kind or nature whether under contract or tort, at law or in equity or otherwise, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto, including causes of action arising under Chapter 5 of the Bankruptcy Code or similar state statutes.

(11) “Chapter 11 Case” has the meaning set forth in the introductory paragraph to the Plan.

(12) “Claim” means a claim (as defined in section 101 of the Bankruptcy Code) against the Debtor or its Estate.

(13) “Claims Objection Deadline” means the last day for filing objections to Claims, which shall be the latest of (a) 180 days after the Effective Date, or (b) such other date as may be approved by order of the Bankruptcy Court.

(14) “Class” means a category of holders of Claims or Old Equity Interests as set forth in the classifications under the Plan.

(15) “Collateral” means any property or interest in property of the Estate that is subject to a lien to secure the payment or performance of a Claim, which lien is valid, perfected, and enforceable under non-bankruptcy law and is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law.

(16) “Commencement Date” means May 31, 2010, the date on which the Debtor commenced the Chapter 11 Case.

(17) “Committee” means the statutory committee of unsecured creditors, if any, appointed in the Chapter 11 Case.

(18) “Confirmation Date” means the date on which the Bankruptcy Court has entered the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

(19) “Confirmation Hearing” means the hearing before the Bankruptcy Court to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

(20) “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan.

(21) “Contract Assumption Schedule” means a schedule to be filed with the Bankruptcy Court listing those executory contracts and unexpired leases to be assumed under the Plan, and listing the proposed Cure Amounts, if any, for each such agreement.

(22) “Contract Rejection Schedule” means a schedule to be filed with the Bankruptcy Court listing certain of the executory contracts and unexpired leases to be rejected under the Plan.

(23) “Cure Amount” means the dollar amount required under section 365 of the Bankruptcy Code to cure the Debtor’s defaults under an executory contract or unexpired lease and to compensate the non-debtor party or parties to such contract or lease for any actual pecuniary loss to such party resulting from such default, at the time such contract or lease is assumed by that Debtor.

(24) “Debtor” has the meaning set forth in the introductory paragraph to the Plan.

(25) “Disbursing Agent” has the meaning set forth in Section 6.1(a)(i) of the Plan.

(26) “Disclosure Statement” means the disclosure statement with respect to the Plan, together with all exhibits and annexes thereto and any amendments or modifications thereof, as approved by the Bankruptcy Court as containing adequate information in accordance with section 1125 of the Bankruptcy Code.

(27) “Disputed” means, with respect to a Claim, any Claim to the extent it has not been withdrawn, paid in full, deemed satisfied in full or otherwise extinguished that, either in whole or in part, has not become an Allowed Claim.

(28) “Distribution Date” means (a) with reference to a particular Claim or Administrative Claim Allowed as of the Effective Date, the Effective Date and (b) with reference to a particular Claim or Administrative Claim Disputed as of the Effective Date, but thereafter Allowed, the Quarterly Distribution Date following the calendar month in which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order or in which, by agreement, any Disputed Claim becomes an Allowed Claim.

(29) “Effective Date” means a day, as determined by the Debtor, that is a Business Day no earlier than the date on which all conditions to effectiveness set forth in Section 4.1 have been met, the Effective Date shall be not later thirty (30) days after all conditions to effectiveness in Section 4.1 have been met.

(30) “Estate” means, the estate created for the Debtor pursuant to section 541 of the Bankruptcy Code.

(31) “Fee Claim” means a claim under section 330(a), 331, 503, or 1103 of the Bankruptcy Code for compensation for services rendered or expenses incurred on or after the Commencement Date in connection with the Chapter 11 Case.

(32) “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction (a) as to which the time to seek an appeal, petition for certiorari, or other proceedings for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending; (b) as to which any right to appeal, petition for certiorari, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor (or, on and after the Effective Date, the Reorganized Debtor); or (c) in the event that an appeal, petition for certiorari, or motion for reargument or rehearing has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed or from which reargument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or other proceedings for reargument or rehearing shall have expired; *provided, however*, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 9024 of the Bankruptcy Rules, or any analogous procedural rules under applicable state or federal law can be filed with respect to such order.

(33) “Indemnitees” means those directors, officers and employees of the Debtors, to the extent they continue to serve in such capacity until immediately prior to the Effective Date.

(34) “Lender” means Bank of America, National Association, successor to Norwest Bank Minnesota, National Association, as Trustee and REMIC Administrator for the Registered Certificate holders of DLJ Commercial Mortgage Corp, Commercial Mortgage Pass-Through Certificates, Series 1999-CGI, acting by and through C-III Asset Management LLC (f/k/a Centerline Servicing LLC, which was f/k/a Centerline Servicing Inc., which was f/k/a ARCap Servicing, Inc., in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated March 1, 1999).

(35) “Lender New Note” means the promissory note and any other documents necessary to effectuate the provisions of section 2.2(a) of the Plan, each in form and substance acceptable to the Debtor.

(36) “Litigation Claim” means (a) any Claim sounding in tort or otherwise relating to personal injury, property damage, products liability, unlawful discrimination, employment practices; or (b) any other Claim that is the subject of pending litigation.

(37) “Maximum Allowable Amount” means, (a) with respect to any Disputed Claim having a liquidated amount, the lesser of the amount (i) set forth in the proof(s) of claim or requests for payment filed by the holder thereof; (ii) determined by the Bankruptcy Court or any other court of competent jurisdiction as the maximum fixed amount of such Claim or as the estimated amount for such Claim for allowance, distribution, and reserve purposes; or (iii) agreed upon, in writing, by the holder, the Debtor (or, on and after the Effective Date, the Reorganized Debtor); and (b) with respect to a Disputed Claim filed in an unliquidated, undetermined, or contingent amount, the lesser of (i) the estimated amount of such Claim as

determined by the Bankruptcy Court; or (ii) the amount agreed upon, in writing, by the holder, the Debtor (or, on and after the Effective Date, the Reorganized Debtor).

(38) “New Enabling Documents” means the Reorganized Debtor Partnership Agreement, and any other documents necessary to effectuate the restructuring of the Debtor into the Reorganized Debtor pursuant to the Plan each in form and substance acceptable to the Debtor.

(39) “Old Equity Interest” means, (a) the common stock, membership interests, partnership interests, capital stock or other ownership interest in the Debtor, and any options, warrants or other rights with respect thereto; and (b) all Claims with respect to such interests and rights described in section 510(b) of the Bankruptcy Code.

(40) “Other Secured Claim” means (a) any Claim which is secured by a lien on Collateral, but only to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code; and (b) a Claim that is subject to a permissible setoff under section 553 of the Bankruptcy Code, but only to the extent of such permissible setoff.

(41) “Plan” means, collectively, this Chapter 11 Plan of Reorganization filed by the Debtor, Angaraka Limited Partnership, all schedules hereto, as the same may be altered, amended, or modified from time to time by the Debtor.

(42) “Plan Documents” means the New Enabling Documents and the Lender New Note.

(43) “Priority Non-Tax Claim” means a claim against the Debtor or its Estate accorded priority in right of payment pursuant to section 507(a)(4), (5), or (7) of the Bankruptcy Code.

(44) “Priority Tax Claim” means a claim of a governmental unit against the Debtor or its Estate accorded priority in right of payment pursuant to section 507(a)(8) of the Bankruptcy Code.

(45) “Properties” means the four, Class B/C, garden-apartment properties, owned by the Debtor in the Dallas/Fort-Worth Metroplex (commonly referred to as Woodchase, Clarendon, Keller Oaks, and Sycamore Hills), totaling 750 units, and ranging in date of construction from 1979 to 1983.

(46) “Pro Rata Share” means as of any date of determination a proportionate share, so that the ratio of (a) (i) the consideration distributed on account of an Allowed Claim in a Class to (ii) the amount of such Allowed Claim, is the same as the ratio of (b) (i) the amount of the consideration distributed on account of all Allowed Claims in such Class to (ii) the amount of all Allowed Claims in such Class.

(47) “Quarterly Distribution Date” means the last Business Day of each April, July, October and January that is at least 45 days after the Effective Date.

(48) “Quarterly Test Date” means, with respect to any Quarterly Distribution Date, the date that is the last day of the month preceding such Quarterly Distribution Date.

(49) “Record Date” has the meaning set forth in Section 2.5 of the Plan.

(50) “Reorganized Debtor” means Reorganized Angaraka.

(51) “Reorganized Angaraka” means Angaraka Limited Partnership, on and after the Effective Date, as constituted under the laws of Texas as a limited partnership.

(52) “Reorganized Debtor Partnership Agreement” means the limited partnership agreement of Reorganized Angaraka in form and substance acceptable to the Debtor, and substantially in the form filed as a Plan Document.

(53) “Schedules” means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such may be amended or supplemented from time to time.

(54) “Tax” means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

(55) “Unsecured Claims” means all prepetition unsecured Claims (including deficiency claims with respect to Other Secured Claims) other than (a) Priority Non-Tax Claims, (b) Priority Tax Claims, and (c) Claims arising under section 503(b)(9) of the Bankruptcy Code, to the extent they are prepetition Claims.

1.2 Interpretation; Application of Definitions and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neutral gender shall include the masculine, feminine and neutral. Unless otherwise specified, all section, article, or schedule references in the Plan are to the respective section in, article of, or schedule to the Plan. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. The use of the word “including” shall be deemed to mean “including, without limitation.” Except as expressly set forth herein, any reference to an entity as a holder of a Claim or Old Equity Interest includes that entity’s successors and assigns. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein shall have the meaning ascribed to such term, if any, in the Bankruptcy Code. Any Plan references to amounts of time shall be calculated

pursuant to Bankruptcy Rule 9006. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

1.3 Disclosure Statement and Plan Documents. All Plan Documents are incorporated into the Plan by this reference as if set forth in full herein. In the event of a conflict between a Plan Document, the Disclosure Statement and the Plan, the Plan shall govern.

ARTICLE 2

CLASSIFICATION, TREATMENT, AND VOTING RIGHTS OF CLAIMS AND OLD EQUITY INTERESTS

2.1 Administrative Claims.

(a) General. Except as otherwise specifically provided in this Section governing allowance and payment of Administrative Claims, unless such holder agrees to a different treatment, or unless an order of the Bankruptcy Court provides otherwise, on the Distribution Date, each holder of an Allowed Administrative Claim shall, in full and complete settlement, satisfaction, and discharge of such Claim, receive Cash in an amount equal to such Allowed Administrative Claim, *provided, however*, that an Administrative Claim representing a liability incurred in the ordinary course of business of the Debtor shall be paid in full in the ordinary course of business by the Debtor or the Reorganized Debtor, in accordance with the terms and subject to the conditions of any agreements governing such ordinary course liabilities.

(b) Allowance and Payment of Fee Claims. All entities seeking allowance by the Bankruptcy Court of a Fee Claim shall prepare final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date, and shall file and serve such applications no later than the date that is sixty (60) days after the Effective Date. The failure to timely file such application shall result in the Fee Claim being forever barred and discharged. Objections to a Fee Claim must be filed and served no later than twenty (20) days after service of the application seeking allowance of such Fee Claim. As soon as practicable (but no later than 5 Business Days) after a Final Order by the Bankruptcy Court allowing a Fee Claim, the Disbursing Agent shall pay the holder thereof Cash in the unpaid Allowed amount of such claim.

(c) Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall, in full and complete settlement, satisfaction, and discharge of such Claim, receive, at the option of the Reorganized Debtor, (i) the amount of such holder's Allowed Priority Tax Claim, plus interest on the unpaid amount of such Claim from the Effective Date at the rate applicable under non-bankruptcy law, in quarterly Cash installment payments over a period of five years from the Effective Date (provided that the Reorganized Debtor may prepay the balance of any such Allowed Priority Tax Claim at any time without premium or penalty); (ii) Cash on the Distribution Date in the amount equal to the Allowed Priority Tax Claim; or (iii) such other treatment as may be agreed upon in writing by such holder and the Debtor or Reorganized Debtor. Notwithstanding the foregoing, the holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim. Any such Claim or demand for any such penalty (a) will

be discharged under the Plan and (b) the holder of an Allowed Priority Tax Claim shall be barred from collecting or attempting to collect such penalty from the Reorganized Debtor or their property.

2.2 Classification, Treatment, and Voting Rights of Classified Claims and Old Equity Interests.

(a) Class 1 – Lender Claims. Commencing on the Distribution Date, Lender shall, in full and complete settlement and satisfaction of its Claim, receive a note in the amount due on the Petition Date after application of the escrows held by the Lender, payable over twenty-four (24) months from the Distribution Date, and bearing interest at a rate of 4.35% per year. Reorganized Debtor shall make monthly payments on the note equal to its excess cash flow (defined as income less operating expenses less replacement reserves of \$300 per unit per year less operating/working capital reserves of \$200 per unit per year). The monthly payments shall first be applied to interest, with any remainder being applied to principal. All outstanding principal and interest shall be due and payable at the end of the twenty-four (24) month term provided however that the Reorganized Debtor shall have the ability to liquidate one or more of the Properties prior to the end of the twenty-four (24) month term, and upon doing so, shall be required to remit to Lender a minimum of seventy percent (70%) of the net proceeds from such sale to be applied to the principal balance outstanding on the note. Reorganized Debtor may retain up to thirty percent (30%) of the net proceeds of such sale, to be used solely for the purpose of improving the remaining Properties through deferred maintenance and capital improvement rehabilitation projects. Lender will retain all of its liens to the same extent, validity and priority as existed pre-petition except as modified in this Plan. Class 1 is impaired under the Plan. Each holder of an Allowed Class 1 Claim is entitled to vote to accept or reject the Plan.

(b) Class 2 – Other Secured Claims. Commencing on the Distribution Date, each holder of an Allowed Other Secured Claim, shall, in full and complete settlement and satisfaction of such Claim, receive (i) payments under the same terms and conditions as existed between the Debtor and such holder prior to the Commencement Date (provided that the Reorganized Debtor may prepay the balance of any such Allowed Other Secured Claim at any time without premium or penalty); (ii) such other treatment as may be agreed upon in writing by such holder and Debtor or Reorganized Debtor; or (iii) the Collateral securing such Allowed Other Secured Claim. Class 2 is impaired under the Plan. Each holder of an Allowed Class 2 Claim is entitled to vote to accept or reject the Plan.

(c) Class 3 –Unsecured Claims. Each holder of an Allowed Unsecured Claim shall, in full and complete settlement, satisfaction, and discharge of such Claim, receive over a period of six months from the Effective Date, two equal payments payable on each Quarterly Distribution Date until such Claim is paid in full. Class 3 is impaired under the Plan, and each holder of an Allowed Class 3 Claim is entitled to vote to accept or reject the Plan.

(d) Class 4 – Old Equity Interests. On the Effective Date, each and every Old Equity Interest shall be cancelled and the holder thereof shall receive equity interests in the Reorganized Debtor equal to such holder's Old Equity Interest. Class 4 is not impaired under the Plan.

2.3 Classification Rules and Settlement of Claims.

(a) The inclusion of an entity by name or status in any Class is for purposes of general description only and includes all persons claiming as beneficial interest holders, assignees, heirs, devisees, transferees, or successors in interest of any kind of the entity so named or described. A Claim is in a particular Class only to the extent that the Claim qualifies within the description of Claims of that Class, and such Claim is in a different Class to the extent that the remainder of the Claim qualifies within the description of a different Class. The Plan shall give effect to subordination agreements which are enforceable under applicable non-bankruptcy law, pursuant to section 510(a) of the Bankruptcy Code, except to the extent the beneficiary or beneficiaries thereof agree to less favorable treatment. Pursuant to section 1123(a)(4) of the Bankruptcy Code, all Allowed claims of a particular Class shall receive the same treatment unless the holder of a particular Allowed Claim agrees to a less favorable treatment for such Allowed Claim.

2.4 Impairment Controversies. If a controversy arises as to whether any Class or any Claim or Old Equity Interest is impaired under the Plan, such matter shall be determined by the Bankruptcy Court.

2.5 Record Date. Unless otherwise ordered by the Bankruptcy Court, the record date for determining entitlement to distributions under the Plan shall be the Confirmation Date.

2.6 Confirmation Without Acceptance By All Impaired Classes. Notwithstanding the rejection by one or more impaired Classes entitled to vote to accept or reject the Plan, the Debtors intend to seek confirmation of the Plan in accordance with section 1129(b) of the Bankruptcy Code.

ARTICLE 3

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

3.1 Rejection of Executory Contracts and Unexpired Leases.

(a) Upon the occurrence of the Effective Date, each and every executory contract and unexpired lease to which a Debtor is a party that is not listed on the Contract Assumption Schedule (including all such agreements listed in the Contract Rejection Schedule) shall be rejected pursuant to section 365 of the Bankruptcy Code. The Confirmation Order shall constitute the Bankruptcy Court's approval of such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code and findings by the Bankruptcy Court that the requirements of section 365 of the Bankruptcy Code have been satisfied with respect to each rejected executory contract or lease.

(b) If the rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim against the Debtor or its Estate, such Claim will be forever barred and will not be enforceable against the Debtor, the Reorganized Debtor, their respective successors, or their respective properties unless a proof of such claim is filed with the Bankruptcy Court no later than twenty (20) days after the Confirmation Date.

(c) To the extent that any rejected executory contract or unexpired lease by its terms provides any entity other than the Debtor or Reorganized Debtor with any options upon “termination”, such options shall not be enforceable as a result of the rejection of such executory contract or unexpired lease. In addition rejection of any executory contract or unexpired lease shall not affect any rights of the Debtor or Reorganized Debtor that arise upon termination pursuant to the terms of such executory contract or unexpired lease.

3.2 Assumption of Executory Contracts and Unexpired Leases If Not Rejected.

(a) Upon the occurrence of the Effective Date, each and every executory contract and unexpired lease listed on the Contract Assumption Schedule, shall be assumed pursuant to section 365 of the Bankruptcy Code, *provided, however*, that the Debtor shall be entitled at any time prior to the tenth (10th) day before the Confirmation Hearing to add or delete executory contracts and unexpired leases on the Contract Assumption Schedule and/or the Contract Rejection Schedule, and *provided, further*, that the Debtor and Reorganized Debtor shall be entitled to file a motion after the Confirmation Date to reject any executory contract or unexpired lease for which an objection to a Cure Amount proposed by the Debtor has been timely filed, if the Debtor or Reorganized Debtor determine in their discretion, that in light of the Cure Amount asserted by the non-debtor party or in light of the Bankruptcy Court fixing a Cure Amount that is materially higher than the Cure Amount anticipated by the Debtor, assumption of such executory contract or unexpired lease is not in the best interests of the Debtor or Reorganized Debtor. The Confirmation Order shall constitute the Bankruptcy Court’s approval of such assumptions pursuant to sections 365 and 1123 of the Bankruptcy Code and findings by the Bankruptcy Court that the requirements of section 365 of the Bankruptcy Code have been satisfied with respect to each assumed executory contract or lease and that such assumed executory contracts or leases shall inure to the benefit of the Reorganized Debtor.

(b) Notice of Assumption and Proposed Cure. Service of the Disclosure Statement on the parties listed on the Contract Assumption Schedule shall constitute notice of the assumption and assignment of contracts and the proposed Cure Amount. Any party listed on the Contract Assumption Schedule may object to the proposed assumption and/or the proposed cure prior to the fifth (5th) day before the Confirmation Hearing. In the event a party objects to the proposed cure amount (a “Cure Objection”), and is a party to a contract to be assumed, such Cure Objection shall not prevent or delay confirmation of the Plan. Instead, the cure amount asserted by the objecting party shall be placed into escrow, pending ruling by the Court on the Cure Objection or by agreement of the parties.

(c) To the extent that the parties to executory contracts and unexpired leases listed on the Contract Assumption Schedule and Debtor have agreed prior to the Effective Date to modifications of such agreements as a condition for such assumption, such executory contracts and unexpired leases shall be deemed assumed as modified.

(d) Any objection to the assumption of an executory contract or unexpired lease by the Debtor shall be forever barred and will not be enforceable against the Debtor, the Reorganized Debtor, their respective successors, or their respective properties unless such objection is filed and served on the Debtor, and any other party required to be served pursuant to an order of the Bankruptcy Court, no later than the Confirmation Date.

(e) Unless compromised, settled, or otherwise resolved pursuant to a Final Order of the Bankruptcy Court or the authority granted to the Debtor or Reorganized Debtor under the Plan, the Cure Amount to be paid in connection with the assumption of an executory contract or unexpired lease that is identified on the Contract Assumption Schedule shall be the proposed Cure Amount listed on such schedule.

3.3 Contract Assumption Schedule. Unless otherwise provided, each executory contract or unexpired lease listed or to be listed on the Contract Assumption Schedule shall include (a) any modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other documents that in any manner affects such contract or lease, irrespective of whether such agreement, instrument or other document is listed on the Contract Assumption Schedule; and (b) with respect to such executory contracts and unexpired leases that relate to the use or occupancy of real property, all executory contracts or unexpired leases appurtenant to the premises listed on the Contract Assumption Schedule including, all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vault, tunnel or bridge agreements or franchises, and any other interests in real estate or rights in rem relating to such premises to the extent any of the foregoing are executory contracts or unexpired leases that have not been previously assumed by the Debtor. Listing a contract or lease on the Contract Assumption Schedule does not constitute an admission by the Debtor or Reorganized Debtor that the Debtor or Reorganized Debtor has any liability thereunder, or that such contract or lease is executory.

3.4 Contracts and Leases Entered into or Assumed After the Commencement Date. Contracts and leases entered into after the Commencement Date by the Debtor, and any executory contracts and unexpired leases assumed by the Debtor prior to confirmation of the Plan, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business and will survive and remain unaffected by entry of the Confirmation Order.

3.5 Obligations to Indemnify Directors, Officers and Employees. The obligations, if any, of the Debtor or Reorganized Debtor to indemnify any Indemnitee on or after the Commencement Date (by reason of such person's prior or future service in such capacity or as a director, officer, or employee on behalf of the Debtor, to the extent provided in the applicable certificates of incorporation, bylaws or similar constituent documents, by statutory law or by written agreement, policies or procedures of or with the Debtor or Reorganized Debtor) will (i) be deemed and treated as arising pursuant to executory contracts that are assumed by the Debtor or Reorganized Debtor pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date and (ii) survive and be unaffected by entry of the Confirmation Order, irrespective of whether such indemnification is owed for an act or event occurring before or after the Commencement Date. Notwithstanding anything else in the Plan to the contrary, the obligations of the Debtor to indemnify any Person who immediately prior to the Effective Date no longer was a director, officer, or employee of a Debtor, shall terminate and be discharged pursuant to section 502(e) of the Bankruptcy Code or otherwise, as of the Effective Date.

ARTICLE 4

CONFIRMATION OF THE PLAN

4.1 Conditions Precedent to Confirmation

(a) The following are conditions to the confirmation of the Plan:

(i) The Confirmation Order shall be in form and substance satisfactory to the Debtor.

(ii) There has been no occurrence of any event, development or circumstance, which has had, or could reasonably be expected to have, in the reasonable judgment of the Debtor, a material adverse effect on and/or a material adverse change in the business operations, results of operation, properties, assets, liabilities, condition (financial or otherwise) or prospects of the Debtor taken as a whole from the Commencement Date.

(iii) All schedules and other attachments to the Plan shall be in form and substance acceptable to the Debtor.

(b) The following are conditions to the occurrence of the Effective Date:

(i) The Confirmation Order, in form and substance acceptable to the Debtor shall have become a Final Order.

(ii) The Plan Documents shall have been executed and delivered by the parties thereto with only such changes made after filing the Plan Documents with the Bankruptcy Court as are acceptable to the Debtor, and all conditions precedent (other than the occurrence of the Effective Date) to the effectiveness of such agreements shall have been satisfied or waived, in each case in accordance with the terms of such agreements.

(iii) The Debtor shall have received all authorizations, consents, regulatory approvals, rulings, letters, no action letters, opinions or documents that are determined by the Debtor to be necessary to implement the Plan.

(iv) No stay of the Confirmation Order shall then be in effect.

(v) The Plan shall not have been materially amended, altered or modified from the Plan confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section 8.5.

(c) Waiver of Conditions. The conditions to confirmation and the conditions to effectiveness may be waived by the Debtor.

4.2 Effect of Confirmation of the Plan.

(a) Term of Bankruptcy Injunctions or Stays; Continued Jurisdiction. Until the Effective Date, unless otherwise provided, all injunctions or stays provided for in the Chapter 11

Case in existence on the Confirmation Date, including those under section 105 or 362 of the Bankruptcy Code, shall remain in effect, and the Bankruptcy Court shall retain custody and jurisdiction of the Debtor and its Estate.

(b) Debtors' Authority. On and after the Effective Date, the Reorganized Debtor shall be released from the custody and jurisdiction of the Bankruptcy Court and may operate its business and may use, acquire, and dispose of property without supervision or approval by the Bankruptcy Court, except for those matters as to which the Bankruptcy Court specifically retains jurisdiction under the Plan or the Confirmation Order. On and after the Effective Date, except as otherwise provided in the Plan, the Debtor will, as a Reorganized Debtor, continue to exist as a separate legal entity, with all the powers of a limited liability company under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, conversion, dissolution or otherwise) under applicable law.

(c) Continued Corporate Existence and Revesting of Assets and Causes of Action. On the Effective Date, except as otherwise provided for in the Plan or the Confirmation Order, (i) the property of the Debtor's Estate shall vest in the Reorganized Debtor, free and clear of all liens (except for the security interests set forth herein, as applicable), Claims, Old Equity Interests, and Causes of Action against or in the Debtor or Reorganized Debtor or its property, (ii) any and all Causes of Action belonging to the Debtor or its Estate shall be preserved and shall vest in the Reorganized Debtor.

(d) Injunction. On the Effective Date, except as otherwise provided in the Plan or in the Confirmation Order, all entities who have been, are, or may be holders of Causes of Action against the Debtor shall be enjoined from taking any of the following actions against or affecting the Debtor, the Reorganized Debtor, or their property with respect to such Causes of Action (other than actions brought to enforce any rights or obligations under the Plan and appeals, if any, from the Confirmation Order):

(i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind against the Debtor, the Reorganized Debtor, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successor (including all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);

(ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Debtor, the Reorganized Debtor, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successor;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien against the Debtor, the Reorganized Debtor, or their property, or any direct or indirect successor in interest to the Debtor or any assets or property of such transferee or successors, or other than as contemplated by the Plan;

(iv) except as otherwise provided in the Plan and Plan Documents, asserting any setoff, right of subrogation, or recoupment of any kind, directly or indirectly against any

obligation due the Debtor, the Reorganized Debtor, or their property, or any direct or indirect successor in interest to a Debtor or any assets or property of such transferee or successor; and

(v) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan.

ARTICLE 5

IMPLEMENTATION OF THE PLAN

5.1 Corporate Existence. On the Effective Date:

(a) The Reorganized Debtor shall continue to exist as a separate legal entity, and shall be a limited partnership reconstituted under the laws of the State of Texas, with all limited partnership powers in accordance with applicable laws. .

5.2 Compliance With Section 1123(a)(6) of the Bankruptcy Code. The New Enabling Documents shall contain provisions necessary to prohibit the issuance of nonvoting equity securities as required by section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of such certificates of incorporation and bylaws (or, if applicable, certificates of formation and the operating agreements) as permitted by applicable law.

5.3 Corporate Action To Facilitate Consummation of the Plan. After the Confirmation Order is entered, and subject to the subsequent occurrence of the Effective Date, all matters provided for under the Plan that would otherwise require action by the partners or directors of the Debtor or the Reorganized Debtor, shall occur in accordance with the Plan and the Confirmation Order.

5.4 Corporate Governance and Management of the Reorganized Debtor. On the Effective Date, the management, control, and operation of the Reorganized Debtor shall become the general responsibility of the general partner of the Reorganized Debtor. Thereafter, the terms and manner of selection of management of the Reorganized Debtor will be subject to the terms of the New Enabling Documents, as the same may be amended from time to time according to their terms, and applicable law.

5.5 Transactions on the Effective Date. On the Effective Date, unless otherwise provided by the Confirmation Order, the following shall occur, shall be deemed to occur simultaneously, and shall constitute substantial consummation of the Plan:

(a) The Reorganized Debtor Partnership Agreement, and any plan of merger or conversion by which the Debtor may be reconstituted into the Reorganized Debtor, shall be authorized, approved, and effective in all respects without further action under applicable law, regulation, order, or rule, including any action by the Old Equity Interest holders or directors of the Debtor or the Reorganized Debtor. Immediately prior to or on the Effective Date, such

documents shall be filed with the Secretary of State of Texas and/or any other necessary filing office.

(b) The property to be retained by and/or transferred under the Plan to the Reorganized Debtor shall automatically be vested in such retainee or transferee without further action on the part of the Debtor or Reorganized Debtor.

(c) All Causes of Action belonging to the Debtor on the Effective Date shall vest in the Reorganized Debtor.

(d) The equity interests of the Reorganized Debtor shall become effective pursuant to the relevant provisions of the New Enabling Documents in all respects without further action under applicable law, regulation, order, or rule, including any action by the Old Equity Interest holders or directors of the Debtor or the Reorganized Debtor.

(e) All Plan Documents shall be executed, delivered, and become binding in all respects, on the Reorganized Debtor and each and every counterparty.

5.6 Securities Exemptions. Any form of new equity interests in the Reorganized Debtor issued pursuant to the Plan shall be exempt from registration under the Securities Act of 1933, as amended, pursuant to section 1145 of the Bankruptcy Code to the extent permitted thereby.

ARTICLE 6

PROVISIONS GOVERNING DISTRIBUTIONS AND RESOLUTION OF DISPUTED CLAIMS

6.1 Distributions Under the Plan.

(a) Disbursing Agent.

(i) The disbursing agent for distributions on account of Claims in all Classes shall be the Reorganized Debtor or its designee acting in such capacity (when acting in such capacity, the “Disbursing Agent”).

(ii) The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court; in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtor.

(b) Distributions for Claims Allowed as of the Effective Date. Except as otherwise provided, distributions of Cash to be made on the Effective Date to holders of Claims as provided by Article II that are Allowed as of the Effective Date shall be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than (1) 30 days after the Effective Date or (2) such later date when the applicable conditions of this Article are satisfied. Distributions on account of Claims Allowed after the Effective Date will be made pursuant to Section 6.2.

(c) Disbursing Agent Exculpation. Subject to the provisions of this paragraph, the Disbursing Agent, in its capacity as such, together with each of its officers, directors, employees, agents, and representatives (acting in that capacity), are exculpated by all entities from any and all Causes of Action, and other assertions of liability (including breach of fiduciary duty) arising out of the discharge of the powers and duties conferred upon the Disbursing Agent, by the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Plan, or applicable law, except solely for actions or omissions arising out of the Disbursing Agent's gross negligence or willful misconduct. No holder of a Claim or an Old Equity Interest, or representative thereof, shall have or pursue any Claim or Cause of Action (A) against the Disbursing Agent, in its capacity as such, or its officers, directors, employees, agents, and representatives (acting in that capacity) for making payments in accordance with the Plan, or (B) against any holder of a Claim or an Old Equity Interest for receiving or retaining payments or transfers of property as provided for by the Plan. Nothing contained in this paragraph shall preclude or impair any holder of an Allowed Claim from bringing an action in the Bankruptcy Court to compel the making of distributions contemplated by the Plan on account of such Claim against the Disbursing Agent.

(d) Surrender of Certificates, etc. The Disbursing Agent may require, as a condition to making any distribution under the Plan, that each holder of an Allowed Claim surrender the note, certificate or other document evidencing such Allowed Claim to the Disbursing Agent or its designee. In that event, any holder of an Allowed Claim that fails to (i) surrender such note, certificate or other document; or (ii) execute and furnish a bond before the first anniversary of the Effective Date, the form, substance, and amount of which is reasonably satisfactory to the Disbursing Agent, shall be deemed to have forfeited all rights and may not participate in any distribution under the Plan.

(e) Tax Matters.

(i) In connection with the Plan, to the extent applicable, the Disbursing Agent will comply with all applicable Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent will be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including requiring recipients to fund the payment of such withholding as a condition to delivery, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding Taxes, or establishing any other mechanism the Disbursing Agent believes are reasonable and appropriate including requiring Claim holders to submit appropriate Tax and withholding certifications.

(ii) Notwithstanding any other provision of the Plan, each entity or person receiving a distribution of any consideration pursuant to the Plan will have sole and exclusive responsibility for the determination of the tax consequences to such entity or person and for the satisfaction and payment of any Tax obligations imposed on such entity or person on account of the distribution, including income, withholding, and other Tax obligations.

(f) Delivery of Distributions. Subject to Bankruptcy Rule 9010 and except as otherwise set forth in the Plan, all distributions under the Plan shall be made to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Record Date, unless the Debtor or, on and after the Effective Date, the Reorganized Debtor, shall have been notified in writing of a change of address, including by the filing of a timely proof of claim by such holder that provides an address for such holder different from the address reflected on the Schedules. Subject to the provisions herein specifically governing unclaimed distributions, in the event that any distribution to any holder is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made to such holder without interest.

(g) Distributions of Cash. Any distribution of Cash under the Plan shall, at the Disbursing Agent's option, be made by check drawn on a domestic bank or wire transfer.

(h) Timing of Distributions. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

(i) Minimum Distributions. No payment of Cash less than \$25 shall be made by the Disbursing Agent to any holder of a Claim unless a request therefor is made in writing to the Disbursing Agent no later than 30 days after the Effective Date.

(j) Unclaimed Distributions. All distributions under the Plan that are unclaimed for a period of one (1) year after distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and revested in the Reorganized Debtor, and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred.

(k) Time Bar to Cash Payments. Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within one hundred eighty (180) days after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check originally was issued. Any Claim with respect to such a voided check shall be made on or before two hundred seventy (270) days after the date of issuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

(l) Distributions to Holders as of the Record Date. As of the close of business on the Record Date for distributions under the Plan, the claims register shall be closed, and there shall be no further changes in the record holder of any Claim. The Disbursing Agent shall have no obligation to recognize any transfer of any Claim occurring after the Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the claims register as of the close of business on the Record Date for distributions under the Plan.

(m) Allocation Between Principal and Accrued Interest. To the extent applicable, all distributions to a holder of an Allowed Claim will apply first to the principal amount of such

Claim until such principal amount is paid in full and then to any interest accrued on such Claim. All distributions for Claims under the DIP Agreement shall be applied pursuant to the applicable terms of the credit agreement.

(n) Cancellation of Existing Securities and Agreements. On the Effective Date, the promissory notes, share certificates, bonds and other instruments evidencing any Claim or Old Equity Interest shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtor under the agreements, indentures and certificates of designations governing such Claims and Old Equity Interests, as the case may be, shall be discharged.

6.2 Resolution of Disputed Claims.

(a) Objections to and Settlement of Claims.

(i) The Debtor (prior to the Effective Date) and the Reorganized Debtor (on and after the Effective Date) shall bear the responsibility and cost of administering and closing the Chapter 11 Case, including the duties typically associated with a debtor's claims administration. On and after the Effective Date, the Reorganized Debtor shall have the exclusive right and authority to make and file objections to Claims.

(ii) On and after the Effective Date, the Reorganized Debtor, shall be entitled to compromise, settle, otherwise resolve, or withdraw any objections to Claims, and compromise, settle, or otherwise resolve Disputed Claims without further order of the Bankruptcy Court.

(iii) Unless otherwise ordered by the Bankruptcy Court, all objections to Claims that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court (other than applications for allowance of Fee Claims) shall be filed and served upon the holder of the Claim as to which the objection is made on or prior to the Claims Objection Deadline.

(b) Distribution Efficiency. Notwithstanding anything to the contrary in the preceding paragraph, the Disbursing Agent shall not be required to make any distribution on any Quarterly Distribution Date if the Disbursing Agent determines, in its sole and absolute discretion, that making such distribution would not be cost efficient. Any distribution to a holder of a Claim that has not been made shall be retained for distribution on the next Quarterly Distribution Date for which such distribution is cost-efficient, or such time as all Claims have been allowed or disallowed.

(c) Estimation of Claims. The Reorganized Debtor may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether any party previously objected to such Claim or whether the Bankruptcy Court has ruled on such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and

subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

(d) Special Rules for Distributions to Holders of Disputed Claims. Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the Reorganized Debtor, the Reorganized Debtor shall not be required to (a) make any partial payments or partial distributions to a person, estate or trust with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order or (b) make any distributions on account of an Allowed Claim of any person, estate or trust that holds both an Allowed Claim and a Disputed Claim, unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order and the Claims have been Allowed.

(e) Litigation Claims. Any Litigation Claim that has been determined and liquidated shall be deemed an Allowed Claim only to the extent that the holder of such Claim can establish that such Claim is not recoverable from third parties through the Debtor's insurance coverage.

(f) Nonpayment of Claims of Parties Holding Recoverable Property; Setoff.

(i) Notwithstanding any other provisions of the Plan, no payments or distributions will be made on account of any Claims of holders from which property is recoverable or alleged to be recoverable pursuant to section 542, 543, 550, or 553 of the Bankruptcy Code or from entities that are or are alleged to be a transferee of a transfer avoidable under section 544, 545, 547, 548, or 549 of the Bankruptcy Code until (A) the holder has paid the amount, or turned over any such property, for which such entity or transferee is liable under section 542, 543, 550 or 553 of the Bankruptcy Code or (B) the Bankruptcy Court determines by Final Order that the holder need not pay the amount, or turn over such property.

(ii) Subject to the provisions of section 553 of the Bankruptcy Code, in the event that the Debtor has a Cause of Action of any nature whatsoever against the holder of a Claim, the Debtor may, but is not required to, setoff against the Claim (and any payments or other distributions to be made in respect of such Claim hereunder) the Debtor's Cause of Action against the holder. Neither the failure to setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtor of any Cause of Action that the Debtor has against the holder of a Claim.

ARTICLE 7

RETENTION OF JURISDICTION

7.1 Scope of Jurisdiction. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Case and this Plan (except in the case of the New Enabling Documents, which shall be subject, in each case, to the jurisdiction set forth in the definitive documentation thereof) to the fullest extent legally permissible, including but not limited to jurisdiction to:

(a) Hear and determine pending applications (including pursuant to the Plan) for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Cure Amounts and Claims resulting therefrom.

(b) Hear and determine any and all adversary proceedings, applications, and contested matters in the Chapter 11 Case, whether pending on the Confirmation Date or commenced thereafter.

(c) Hear and determine any objection to, or estimation of, Claims.

(d) Enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated.

(e) Consider any amendments to or modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in the Plan or in any order of the Bankruptcy Court entered in the Chapter 11 Case, including the Confirmation Order.

(f) Hear and determine all applications with respect to Fee Claims.

(g) Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan and Confirmation Order including any and all disputes arising in connection with the interpretation, implementation or enforcement of the discharge, release and injunction provisions contained in the Plan, and issue such orders as are necessary to aid in the implementation of the Plan.

(h) Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan or Confirmation Order.

(i) Recover all assets of the Debtor and property of the Debtor's Estate, wherever located.

(j) Hear and determine matters concerning Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code.

(k) Hear any other matter not inconsistent with the Bankruptcy Court's jurisdiction.

(l) Enter a final decree closing the Chapter 11 Case as contemplated by Bankruptcy Rule 3022.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Effectuating Documents and Further Transactions. The Debtor and the Reorganized Debtor are authorized to execute, deliver, file or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be

necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to the Plan.

8.2 Exemption from Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of New Angaraka Interests under the Plan, the creation of any mortgage, deed of trust, lien or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger or conversion agreements or agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments executed in connection with any of the forgoing or pursuant to the Plan, shall not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, sales or use Tax, or other similar Tax. All sale transactions consummated by the Debtor and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the sale by the Debtor of owned property pursuant to section 363(b) of the Bankruptcy Code and the assumption, assignment and sale by the Debtor of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, shall be deemed to have been made under, in furtherance of, or in connection with the Plan and, thus, shall not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, sales or use Tax, or other similar Tax.

8.3 Dissolution of Committee. On the Effective Date, the Committee, if any has been appointed, shall be dissolved and its members shall be released of all of their duties, responsibilities, and obligations in connection with the Chapter 11 Case.

8.4 Payment of Certain Fees and Expenses.

(a) From and after the Effective Date, the Reorganized Debtor shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional persons thereafter incurred by the Reorganized Debtor, including those fees and expenses incurred in connection with the implementation and consummation of the Plan.

(b) All fees then payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date. After the Effective Date and until the Chapter 11 Case is closed, converted, or dismissed, the Reorganized Debtor shall pay fees pursuant to section 1930 of title 28 of the United States Code as they become due.

8.5 Amendment or Modification of the Plan.

(a) Any alterations, amendments, or modifications of or to the Plan may be made in writing by the Debtor at any time prior to the Confirmation Date provided that the Plan, as altered, amended, or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code.

(b) Any alterations, amendments, or modifications of or to the Plan may be made in writing by the Debtor at any time after the Confirmation Date and before substantial consummation of the Plan provided that (i) the Plan, as altered, amended, or modified, satisfies

the requirements of sections 1122 and 1123 of the Bankruptcy Code, and (ii) the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code.

(c) A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

8.6 Severability. If the Bankruptcy Court determines that any provision of the Plan would be unenforceable or would prevent the Plan from being confirmed, either on its face or as applied to any Claim or Old Equity Interest or transaction, the Debtor may modify the Plan so that such provision shall not be applicable to the holder of any Claim or Old Equity Interest or in such manner as will allow the Plan to be confirmed. Such a determination by the Bankruptcy Court and modification by the Debtor shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan, or (b) require the re-solicitation of any acceptance or rejection of the Plan.

8.7 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Reorganized Debtor, the holders of all Claims and Old Equity Interests, and their respective successors and assigns, including the Reorganized Debtor.

8.8 Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules, or other federal law is applicable, the rights and obligations arising under the Plan and any agreements, documents, and instruments executed in connection with the Plan or the Chapter 11 Case, including the Plan Documents, 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 of such jurisdiction), except as may be otherwise specifically provided in such agreements, documents, and instruments.

Dated: September 28, 2010

By: ANGARAKA LIMITED PARTNERSHIP,
A Texas limited partnership

By: Dhananjay Management LLC,
a Texas limited liability company
Its: General Partner

By: Buchanan Funds Master LLC,
a Delaware limited liability company,
Its: Managing Member

By: Buchanan Street Partners, L.P.,
a California limited partnership
Its: Managing Member

By: TCW/Buchanan Street Partners, Inc.
a Delaware corporation
Its: General Partner

By: /s/ Timothy J. Ballard
Name: Timothy J. Ballard
Its: President & Chief Investment Officer