

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

The Baptist Home of Philadelphia d/b/a Deer
Meadows Retirement Community, *et al.*,

Debtors.

)
) Chapter 11
)
) Case No. 14-13305 (ELF)
) Jointly Administered
)
)
)
)

**PLAN OF REORGANIZATION OF THE BAPTIST HOME OF PHILADELPHIA d/b/a
DEER MEADOWS RETIREMENT COMMUNITY UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

Dated: October 22, 2014

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The Baptist Home of Philadelphia d/b/a Deer Meadows Retirement Community, as debtor and debtor-in-possession, proposes the following chapter 11 plan of reorganization for the resolution of outstanding Claims against the Debtor. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Article I hereof. The Debtor is the proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Disclosure Statement for a summary and analysis of the Plan, and certain related matters including, among other things, the reorganization of the Debtor pursuant to this Plan. Parties are encouraged to read the Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject the Plan. No materials other than the Disclosure Statement and the respective schedules and exhibits attached thereto and referenced therein have been authorized by the Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I.

DEFINITIONS AND CONSTRUCTION OF TERMS

Section 1.1 Definitions; Interpretation; Application of Definitions and Rules of Construction. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code and the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction hereof. 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 neuter gender shall include the masculine, feminine and neuter. Headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. 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, sub-Section or clause contained in the Plan. Any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions. Any reference in the Plan to an existing document or an exhibit filed or to be filed (in connection with the Disclosure Statement, the Plan or the Plan Supplement) means such document or exhibit, as it may have been or may be amended, modified, or supplemented. Any reference to a Person as a holder of a Claim includes that Person’s successors, assigns, and affiliates. Wherever the Plan provides that a payment or Distribution shall occur “on” any date, it shall mean “on or as soon as reasonably practicable after” such date.

“*Administrative Expense Claim*” means any right to payment incurred prior to the Effective Date constituting a cost or expense of administration of the Case under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the Estate of the Debtor, any actual and necessary costs and expenses of operating the business of the Debtor, and any indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct of its business, but not including Professional Fee Claims or U.S. Trustee Fees.

“*Administrative/Priority Claims*” means all Administrative Expense Claims, Priority Tax

Claims, Professional Fee Claims, U.S. Trustee Fees, and Other Priority Claims.

“*Administrative Reserve Account*” shall have the meaning ascribed to that term in Section 4.9 of the Plan.

“*Allowed*” means with reference to any Claim, (i) a Claim against the Debtor that is Allowed under the Plan and, therefore, is not subject to disallowance, defense, reduction, avoidance, setoff, recoupment, or subordination of any kind, (ii) any Claim against the Debtor to the extent: (a) such Claim has been listed by the Debtor in its Schedules, as such Schedules have been or may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in an amount and not Disputed or contingent and for which no proof of Claim has been filed; (b) a proof of such Claim was timely filed, or deemed timely filed, with the Court pursuant to the Bankruptcy Code, the Bankruptcy Rules, and/or any applicable Final Order; and, in either case, has not been previously satisfied and (x) is not objected to within the period fixed by the Bankruptcy Code, the Bankruptcy Rules, the Plan and/or applicable Final Orders of the Court, (y) has been settled pursuant to the provisions of the Plan, or (z) has otherwise been allowed by a Final Order, (iii) any Claim as to which the Debtor or Reorganized Debtor has determined not to interpose an objection; (iv) any Claim or Administrative Expense Claim allowed pursuant to the Plan; (v) any Claim or Administrative Expense Claim that is not Disputed; (vi) any Claim or Administrative Expense Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtor, the Reorganized Debtor or, in the event that the Distribution Trust is required to be created under the Plan, the Distribution Trustee pursuant to a Final Order of the Court or under the Plan; or (vii) any Claim or Administrative Expense Claim that has been allowed by Final Order. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Court shall not be considered “Allowed Claims” hereunder. An Allowed Claim shall be net of any setoff or recoupment amount of any Claim that may be asserted by the Debtor against the holder of such Claim, which amount shall be deemed setoff or recouped pursuant to the terms of the Plan.

“*Assets*” means all of the right, title and interest of the Debtor in and to property of whatever type and nature (real, personal, mixed, intellectual, tangible or intangible), and the proceeds, products, rents, and/or profits thereof.

“*Asset Purchase Agreement*” means that certain Asset Purchase Agreement, dated as of July 25, 2014 (including all amendments and supplements thereto), by and between The Baptist Home of Philadelphia d/b/a Deer Meadows Retirement Community, as seller, and Deer Meadows Property, L.P., as buyer, a copy of which is attached to the Sale Order as Exhibit A.

“*Available Cash*” means the aggregate of all Cash held by or for the benefit of the Estate on the Effective Date plus all Cash generated after the Effective Date from the liquidation of any of the Assets, excluding (i) Cash necessary to pay obligations with respect to Allowed Administrative/Priority Claims and (ii) Cash necessary to fund the Disputed Claims Reserve. Available Cash also means all Cash remaining in the Disputed Claims Reserve, if any, after all amounts for which those reserves were established have been provided for or satisfied.

“*Avoidance Actions*” means any avoidance or equitable subordination or recovery actions under sections 105, 502(d), 510, 542 through 551, and 553 of the Bankruptcy Code.

“*Ballot*” means the form distributed to each holder of an Impaired Claim against the Debtor that is entitled to vote to accept or reject the Plan on which is to be indicated, among other things, acceptance or rejection of the Plan.

“*Bankruptcy Code*” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Case.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms, and the local rules and general orders of the Court, as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to the Case.

“*Bar Date*” means the Prepetition Bar Date, the Government Bar Date, and any other date(s) fixed by order of the Court by which Persons asserting a Claim against the Debtor must file a proof of such Claim or be forever barred from asserting a Claim against the Debtor or its Estate and from sharing in Distributions hereunder.

“*Bar Date Order*” means the *Order Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Manner of Notice* [Docket No. 269].

“*Beneficial*” means Beneficial Mutual Savings Bank.

“*Beneficial Carve-Out*” shall have the meaning ascribed to that term in Section 4.2 of the Plan.

“*Beneficial Secured Claim*” means the Secured Claim of Beneficial against the Debtor.

“*Beneficial Unsecured Claim*” means the unsecured deficiency Claim of Beneficial against the Debtor in the amount of \$2,656,712.39 as set forth in Section 6.4 of the Settlement Agreement.

“*Bond Indebtedness Claim*” means the secured Claim of the Indenture Trustee, in its capacity as the indenture trustee with respect to the Bonds, and master trustee with respect to the Notes, against the Debtor, including, without limitation, principal, accrued and unpaid interest (including post-petition interest), and costs, expenses, and professional fees and costs, as provided therein.

“*Bonds*” means, collectively, the (i) Health Care Facilities Revenue Bonds Series 1998A (The Baptist Home of Philadelphia) in the aggregate principal amount of \$25,825,000.00 and (ii) the Health Care Facilities Revenue Bonds Series 1998B (The Baptist Home of Philadelphia) Extendable Rate Adjustable Securities in the aggregate principal amount of \$2,550,000.00.

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

“*Case*” means the Debtor’s Chapter 11 case pending before the Court, jointly administered under Case No. 14-13305 with the Chapter 11 case of the Foundation.

“*Cash*” means cash or cash equivalents, including, but not limited to, wire transfers, checks and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks.

“*Causes of Action*” means, whether or not described in the Disclosure Statement, the Schedules, the Plan, or the Plan Supplement, any and all Claims, rights, controversies, liabilities, obligations, rights, suits, damages, judgments, and demands whatsoever, whether known or unknown, reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, whether assertable by the Debtor directly, indirectly, derivatively or in any representative or other capacity, now existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to the Petition Date or during the course of the Case, including through the Effective Date, other than those released, enjoined, exculpated, or otherwise limited or prohibited under this Plan, whether arising under the Bankruptcy Code or federal, state, common, or other law, including, without limitation, Avoidance Actions, regardless of whether such Cause of Action is the subject of pending litigation or proceedings on the Confirmation Date, the Effective Date, or thereafter.

“*Chapter 11*” means Chapter 11 of the Bankruptcy Code.

“*Claim*” means any “claim” within the meaning of section 101(5) of the Bankruptcy Code.

“*Class*” means a Class of Claims against the Debtor described in Article III of the Plan.

“*Closing*” means (a) the transfer by the Debtor of the Sale Assets to the Purchaser free and clear of any and all Liens, Claims, encumbrances, and interests in accordance with the provisions of the Asset Purchase Agreement, the Sale Order and/or this Plan; and (b) the delivery of instruments of transfer by the Debtor to the Purchaser in accordance with the provisions of the Asset Purchase Agreement, the Sale Order and/or this Plan.

“*Committee*” means the Official Committee of Unsecured Creditors appointed in the Case by the U.S. Trustee pursuant to section 1102 of the Bankruptcy Code, as constituted from time to time, but does not mean the members of the Committee in their individual capacities.

“*Confirmation*” means entry of the Confirmation Order by the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“*Confirmation Date*” means the date of entry of the Confirmation Order on the docket maintained by the Clerk of the Court.

“*Confirmation Hearing*” means the hearing held by the Court to consider the Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“*Confirmation Order*” means the order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“*Court*” means the United States Bankruptcy Court for the Eastern District of Pennsylvania.

“*Creditor*” means any holder of a Claim against the Debtor or holder of any Claim against property of the Debtor.

“*Debtor*” means The Baptist Home of Philadelphia d/b/a Deer Meadows Retirement Community.

“*Disallowed*” means, with reference to any Claim or Administrative Expense Claim, (i) any Claim or Administrative Expense Claim proof of which was timely and properly filed, and which is Disputed under the Plan or as to which the Debtor, the Reorganized Debtor, the Committee, or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, has interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order; (ii) any Claim or Administrative Expense Claim, proof of which was required to be filed by order of the Court, but as to which a proof of Claim was not timely and/or properly filed; (iii) any Claim that has been listed by the Debtor in the Schedules, as such Schedules have been or may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as unliquidated, disputed or contingent; and (iv) any Claim for which an objection has been filed and/or an adversary proceeding has been commenced by the filing of a complaint seeking, among other things, entry of an order disallowing and/or re-characterizing such Claim from debt to equity. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection and shall be deemed Allowed as to the portion for which no objection is made.

“*Disclosure Statement*” means the disclosure statement filed with the Court by the Debtor pursuant to section 1125 of the Bankruptcy Code with respect to the Plan, including all exhibits and schedules thereto, which was approved by the Court pursuant to section 1125 of the Bankruptcy Code, as it may be altered, amended, supplemented or modified from time to time.

“*Disputed*” means, with respect to a Claim, any Claim: (a) as to which the Debtor, the Reorganized Debtor, the Committee or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, has interposed a timely objection or request for estimation, or has sought to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, or which is otherwise disputed by the Debtor, the Reorganized Debtor, the Committee or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, in accordance with applicable law, which objection, request for estimation, action to limit recovery or dispute has not been withdrawn or determined by a Final Order; (b) which is a contingent Claim; (c) which has not been Allowed; or (d) which is a Personal Injury/Workers’ Compensation Claim.

“*Disputed Claims Reserve*” means the reserve to be established and maintained by the Debtor or Reorganized Debtor as described in Section 6.12 of the Plan.

“*Distribution*” means the money, other assets or property to be distributed to holders of

Allowed Claims pursuant to the terms of this Plan.

“*Distribution Record Date*” means the Confirmation Date, or such other date as shall be set forth in the Confirmation Order.

“*Distribution Trust*” means the uncertificated trust which may be created pursuant to Article V of the Plan and the Distribution Trust Agreement.

“*Distribution Trust Agreement*” means the agreement governing, among other things, the retention and duties of the Distribution Trustee in the event the Distribution Trust is required to be created under the Plan, which shall be in form and substance reasonably satisfactory to the Debtor and the Committee and filed in the Plan Supplement.

“*Distribution Trust Assets*” means, all rights, title and interest in the Debtor’s Assets as of the day prior to the Effective Date, but only in the event the Distribution Trust is required to be created pursuant to the terms of this Plan. In such event only, the Distribution Trust Assets shall be transferred by the Reorganized Debtor to the Distribution Trust on the Effective Date, free and clear of all Liens, Claims and encumbrances. The Distribution Trust Assets shall not include the Restricted Funds under any circumstance.

“*Distribution Trust Beneficiaries*” mean the holders of Allowed Claims that are entitled to a Distribution from the Distribution Trust under this Plan, solely to the extent that such Claims have not been paid in full.

“*Distribution Trustee*” means the person or entity designated to act as the distribution trustee in accordance with the Distribution Trust Agreement.

“*DT Reserve*” means any reserve established by the Distribution Trustee on account of Claims that are Disputed.

“*Effective Date*” means the first Business Day upon which each of the conditions in Section 9.2 of the Plan have been satisfied or waived pursuant to Section 9.3 of the Plan.

“*Estate*” means the estate of the Debtor pursuant to section 541 of the Bankruptcy Code.

“*Exculpated Parties*” means, collectively, the Estate, the Debtor, its officers, directors or employees, the Committee, the Indenture Trustee, and the Related Parties of each of the foregoing.

“*Executory Contract*” means any executory contract or unexpired lease subject to section 365 of the Bankruptcy Code, between the Debtor and any other Person.

“*Fee Claims*” means an Administrative Expense Claim under sections 328, 330(a), 331 or 503 of the Bankruptcy Code for compensation of a Professional for services rendered or expenses incurred in the Case on or prior to the Effective Date.

“*Federal Judgment Rate of Interest*” means the judgment interest rate as calculated in accordance with 28 U.S.C. § 1961.

“Final Cash Collateral Order” means the *Final Order Authorizing the Consensual Use of Cash Collateral and Granting Related Relief*, entered by the Court on June 27, 2014 [Docket No. 190].

“Final Order” means an order, ruling or judgment that has not been reversed, stayed, modified, or amended and as to which the time to appeal or seek review, rehearing, reargument, or certiorari has expired and as to which no appeal or petition for review, rehearing, reargument, stay or certiorari is pending, or as to which any right to appeal or to seek certiorari, review, or rehearing has been waived, or if an appeal, reargument, petition for review, certiorari, or rehearing has been sought, the order, ruling or judgment has been affirmed by the highest court to which the order was appealed or from which the reargument, review, or rehearing was sought, or certiorari has been denied, and as to which the time to take any further appeal, or seek further reargument, review, certiorari, or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order, ruling or judgment shall not cause such order, ruling or judgment not to be a Final Order.

“Foundation” means The Baptist Home Foundation.

“General Unsecured Claim” means a Claim (including a Personal Injury/Workers’ Compensation Claim, as applicable) against the Debtor that is not an Administrative Expense Claim, Priority Tax Claim, Professional Fee Claim, Other Priority Claim, Beneficial Secured Claim, Beneficial Unsecured Claim or Bond Indebtedness Claim.

“General Unsecured Claim Fund” shall consist of proceeds held by the Debtor from the Net Sale Proceeds or from any of the other Assets, after distributions are made to holders of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, the Class 1 Claim and Class 3 Claims, but does not include the Sale Proceeds Carve-Out, the Percentage Sharing Carve-Out, the Beneficial Carve-Out or recoveries from Avoidance Actions, which carve-outs are to be distributed in accordance with the Plan, Settlement Agreement and Final Cash Collateral Order by the Debtor, the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee.

“Government Bar Date” means October 22, 2014, which was the Bar Date established by the Bar Date Order as the last date by which governmental units could file proofs of Claim asserting an unsecured or secured, priority or nonpriority Claim against the Debtor arising or accruing prior to the Petition Date.

“Holdback Amount” means, with respect to Professional Fees, amounts held back pursuant to an order or orders of the Court in the Case, including the *Order Pursuant to Local Bankruptcy Rule 2016-5*, dated August 6, 2014 [Docket No. 251].

“Impaired” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“Indenture Trustee” means U.S. Bank National Association, as indenture trustee, registrar, paying agent, and transfer agent under the Trust Indenture in respect of the Bonds and master trustee, registrar, paying agent and transfer agent under the Master Indenture in respect of

the Notes.

“Interdebtor Claim” means any Claim held by the Foundation against the Debtor.

“Lien” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

“Master Indenture” means the Master Trust Indenture, dated as of April 15, 1998, between the Debtor, the Foundation, and First Union National Bank, as supplemented, pursuant to which the Debtor and the Foundation executed and delivered the Notes, including all documents, instruments, and other agreements delivered pursuant thereto or in connection therewith (in each case, as amended, modified, or supplemented from time to time).

“Net Sale Proceeds” means 100% of the proceeds generated from the Sale of the Sale Assets under the Asset Purchase Agreement, net of customary closing costs and any other amounts that are payable from Sale proceeds pursuant to the Sale Order or other orders of the Court.

“Notes” means the two master promissory notes executed and delivered under the Master Indenture by the Debtor and the Foundation to First Union National Bank, as master trustee, in the respective principal amounts of \$25,825,000.00 and \$2,550,000.00.

“Other Priority Claim” means a Claim against the Debtor entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code other than a Claim entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

“Percentage Sharing Carve-Out” shall have the meaning ascribed to that term in Section 4.4 of the Plan.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit (or agency or political subdivision thereof), or other entity or organization.

“Personal Injury/Workers’ Compensation Claim” means any Claim asserted or which can be asserted against the Debtor on account of or related to the Debtor’s purported liability resulting from any personal injury or workers’ compensation Claim.

“Petition Date” means April 25, 2014, the date on which the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code.

“Plan” means this plan of reorganization (including all exhibits and schedules hereto), as it may be modified, amended, or supplemented from time to time.

“Plan Documents” means those documents necessary to effectuate the Plan following entry of the Confirmation Order, and to be contained in the Plan Supplement.

“Plan Supplement” means the compilation of documents, if any, including any exhibits to the Plan not included herewith, that the Debtor may file with the Court.

“*Prepetition Bar Date*” means October 16, 2014, which was the Bar Date established by the Bar Date Order as the last date by which Creditors (other than governmental units subject to the Government Bar Date) could file proofs of Claim asserting an unsecured or secured, priority or nonpriority Claim or administrative expense Claim arising under section 503(b)(9) of the Bankruptcy Code against the Debtor arising or accruing prior to the Petition Date.

“*Priority Tax Claim*” means a Claim against the Debtor of a governmental unit entitled to priority under sections 502(i) and 507(a)(8)(A)-(G) of the Bankruptcy Code.

“*Pro Rata*” means, with respect to any monetary Distribution on account of any Allowed Claim in any specified Class or Classes, the ratio of (a) the amount of such Allowed Claim to (b) the sum of (i) all Allowed Claims in such Class (or specified Classes) and (ii) the aggregate maximum allowable amount of all Disputed Claims in such Class (or specified Classes) for which any reserve must be established under the Plan.

“*Professional(s)*” means each Person retained by order of the Court in connection with the Case pursuant to sections 327, 328, 330, or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to an order of the Court.

“*Professional Fee Claims*” means all accrued and/or unpaid fees and expenses for legal, financial advisory, accounting and other services and reimbursement of expenses related thereto that are awardable and allowable under sections 328, 330(a), 331, 503(b) or 1103(a) of the Bankruptcy Code or otherwise and that are rendered (a) prior to the Effective Date or (b) thereafter in connection with (i) applications filed pursuant to section 330, 331, 503(b) or 1103(a) of the Bankruptcy Code and (ii) motions seeking the enforcement of the provisions of the Plan or Confirmation Order, by all Professionals retained in the Case, except to the extent (x) that the Court has Disallowed or denied authority to pay or reimburse such fees and expenses by a Final Order, or (y) any such fees and expenses have previously been paid, regardless of whether a fee application has been filed for any such amount. To the extent that the Court or any higher court denies by a Final Order any amount of a Professional’s fees or expenses, then those amounts shall no longer be Professional Fee Claims.

“*Purchaser*” means Deer Meadows Property, LP, the purchaser of the Sale Assets pursuant to the Asset Purchase Agreement and approved by the Court pursuant to the Sale Order.

“*Related Parties*” means, with respect to any Person, such Person’s predecessors, successors, assigns and present and former affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and Professionals, in each case acting in such capacity on or any time after the Petition Date.

“*Reorganized Debtor*” means the Debtor on and after the Effective Date.

“*Reorganized Debtor Assets*” means all rights, title and interest in the Debtor’s Assets as of the Effective Date; provided, however, that if the Distribution Trust is required to be created pursuant to the terms of this Plan and the Debtor’s Assets therefore must first become Distribution Trust Assets, then, after all Allowed General Unsecured Claims are paid in full,

including fees and interest from the Petition Date to the Effective Date accruing at the Federal Judgment Rate of Interest, any remaining Distribution Trust Assets shall be transferred to the Reorganized Debtor and become Reorganized Debtor Assets.

“*Restricted Funds*” shall have the meaning ascribed to that term in Section 5.25 of the Plan.

“*Sale*” means the transfer of the Sale Assets to the Purchaser.

“*Sale Assets*” means the Assets to be transferred by the Debtor to the Purchaser pursuant to the Asset Purchase Agreement and approved by the Court pursuant to the Sale Order.

“*Sale Order*” means the *Order (I) Authorizing the Sale of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (III) Granting Related Relief*, entered by the Court on August 28, 2014, approving the Sale of the Sale Assets to the Purchaser [Docket No. 279], and any subsequent orders of the Court approving the sale of Assets of the Debtor.

“*Sale Proceeds Carve-Out*” shall have the meaning ascribed to that term in Section 7.2(a)(i) of the Settlement Agreement.

“*Scheduled*” means, with respect to any Claim, that such Claim is listed on the Schedules.

“*Schedules*” means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto filed with the Court through and including the Confirmation Date.

“*Secured Claim*” means a Claim against the Debtor to the extent such Claim is secured by a valid Lien, security interest, or other interest in property in which the Debtor has an interest, that has been perfected properly as required by applicable law and is not otherwise avoidable by the Debtor as debtor-in-possession, the Distribution Trustee (in the event the Distribution Trust is required to be created under the Plan), or any other Person, but only to the extent of the value of the Debtor’s interest in such property determined in accordance with section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to setoff under section 553 of the Bankruptcy Code, to the extent of such setoff.

“*Settlement Agreement*” means that certain Settlement Agreement dated as of June 18, 2014, by and among the Debtor, the Foundation, the Committee, Beneficial, and the Indenture Trustee, and approved by the Settlement Order.

“*Settlement Order*” means that certain *Order Granting Joint Motion Pursuant to Bankruptcy Rule 9019 for Approval of Settlement*, entered by the Court on June 27, 2014, approving the Settlement Agreement [Docket No. 188].

“*Trust Indenture*” means the Trust Indenture, dated as of April 15, 1998, between the Philadelphia Authority for Industrial Development and First Union National Bank, pursuant to

which the Bonds were issued, including all documents, instruments, and other agreements delivered pursuant thereto or in connection therewith (in each case, as amended, modified, or supplemented from time to time).

“*Trustee Holdback*” shall have the meaning ascribed to that term in Section 4.6 of the Plan.

“*Unclaimed Property*” shall have the meaning ascribed to that term in Section 6.16 of the Plan.

“*Unimpaired*” means, with respect to a Class of Claims, that such Class is not Impaired.

“*U.S. Trustee*” means the Office of the United States Trustee for the Eastern District of Pennsylvania.

“*U.S. Trustee Fees*” means all fees and charges assessed against the Estates under section 1930 of title 28 of the United States Code, and interest, if any, for delinquent quarterly fees pursuant to section 3717 of title 31 of the United States Code.

Section 1.2 Computation of Time. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 1.3 Appendices and Plan Documents. All Plan Documents and appendices to the Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and the Plan Supplement shall be approved by the Court pursuant to the Confirmation Order. Holders of Claims may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of Court during normal business hours.

ARTICLE II.

TREATMENT OF UNCLASSIFIED ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS AND PROFESSIONAL FEE CLAIMS

Section 2.1 Non-Classification of Administrative Expense Claims, Priority Tax and Professional Fee Claims. As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims against the Debtor are not classified for the purposes of voting on or receiving Distributions under the Plan. All such Claims, as well as Professional Fee Claims and U.S. Trustee Fees, are instead treated separately upon the terms set forth in this Article II.

Section 2.2 Administrative Expense Claims. Except to the extent a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, on or as soon as practicable after the later of (i) the Effective Date or (ii) the first Business Day after the date that is thirty (30) days after the date an Administrative Expense Claim becomes an Allowed Claim, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Claim.

Section 2.3 Time for Filing Administrative Expense Claims. The holder of an Administrative Expense Claim accruing on or after the Petition Date other than: (a) a Professional Fee Claim; (b) an Administrative Expense Claim that has been Allowed on or before the Effective Date; (c) the Indenture Trustee's Claim for fees, if any, and (d) a Claim for U.S. Trustee Fees, must serve on Debtor and its counsel a request for payment of such Administrative Expense Claim so as to be received by 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days after entry of the Confirmation Order. Such request must include at a minimum: (i) the name of the holder of the Administrative Expense Claim; (ii) the amount of the Administrative Expense Claim; (iii) the basis of the Administrative Expense Claim; and (iv) all supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH REQUEST TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

Section 2.4 Priority Tax Claims. Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment or has been paid by the Debtor prior to the Effective Date, each holder of an Allowed Priority Tax Claim, in full and final satisfaction, release and settlement of such Allowed Priority Tax Claim, shall receive on account of such Allowed Priority Tax Claim (a) on or as soon as practicable after the later of (i) the Effective Date or (ii) the first Business Day after the date that is thirty (30) days after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Allowed Claim, or (b) deferred Cash payments following the Effective Date, over a period not exceeding five years from the Petition Date. Any Claim or demand for fines or penalties relating to any Priority Tax Claim (other than a penalty of the type specified in section 507(a)(8)(G) of the Bankruptcy Code) shall be Disallowed, and the holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Estate, the Debtor, the Reorganized Debtor or the Distribution Trust, or any of their Assets or properties.

Section 2.5 Professional Fee Claims. All Professional Fee Claims, except Professional Fee Claims that have been Allowed prior to the Confirmation Date, must be filed with the Court and served on (i) the Debtor and its counsel, (ii) the Reorganized Debtor and its counsel, (iii) the Distribution Trustee and its counsel, if the Distribution Trust has been required to be created under the Plan, (iv) the U.S. Trustee, and (v) counsel to the Committee no later than thirty (30) days after the Confirmation Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Court in the Case, the Allowed amounts of such Fee Claims shall be determined by the Court. **FAILURE TO FILE AND SERVE FINAL FEE APPLICATIONS TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING FEE CLAIMS BEING FOREVER BARRED AND DISCHARGED.**

Objections to Professional Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than twenty-one (21) days after the filing of the Professional Fee Claim or such other date as may be established by the Court.

Section 2.6 Treatment of Professional Fee Claims. A Professional Fee Claim in respect of which a final fee application has been timely and properly filed and served pursuant to Section 2.5 of the Plan shall be payable to the extent approved by order of the Court. On the Effective Date, or as soon thereafter as reasonably practicable, to the extent not otherwise paid,

all Allowed Professional Fees (including estimated fees through the Effective Date) shall be paid in full in Cash. To receive payment on the Effective Date for unbilled fees and expenses estimated to be incurred through the Effective Date, each Professional shall reasonably estimate fees and expenses due for unbilled fees and expenses for periods that will not have been billed as of the Effective Date and shall deliver such estimates to the Debtor, counsel to the Debtor, counsel to the Committee and the U.S. Trustee prior to the Effective Date. If the estimated payment received by such Professional exceeds the actual Allowed Professional Fee Claim for the estimated period, such excess amount shall be deducted from the Holdback Amount for such Professional and if the Holdback Amount is insufficient, such Professional shall disgorge and return the difference to the Reorganized Debtor or, if the Distribution Trust is required to be created under the Plan, then to the Distribution Trustee. If the estimated payment received by the Professional is lower than the Allowed Professional Fee Claim of such Professional, the difference shall be promptly paid to the Professional by the Reorganized Debtor or, if the Distribution Trust is required to be created under the Plan, then to the Distribution Trustee.

Section 2.7 U.S. Trustee Fees. U.S. Trustee Fees incurred by the Estate prior to the Effective Date shall be paid in Cash on the Effective Date in accordance with the applicable schedule for payment of such fees.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS

Section 3.1 Classification; Elimination of Classes. For purposes of the Plan, Claims, other than Administrative Expense Claims, Priority Tax Claims and Professional Fee Claims, against the Debtor are classified as provided below. A Claim against the Debtor is classified in a particular Class only to the extent that such Claim qualifies within the description of that Class and is classified in a different Class to the extent that such Claim qualifies within the description of such different Class. Any Class of Claims that is not occupied as of the date of the Confirmation Hearing by an Allowed Claim, or a Claim temporarily Allowed under Bankruptcy Rule 3018, and for which on the Effective Date there are no Disputed Claims or in such Class pending, shall be deemed deleted from the Plan for all purposes.

Section 3.2 Class 1: Bond Indebtedness Claim.

- (a) Impairment and Voting. Class 1 consists of the Bond Indebtedness Claim. Class 1 is a Secured Claim and is Impaired by the Plan. The holder of the Bond Indebtedness Claim is entitled to vote to accept or reject the Plan.
- (b) Distribution and Treatment. Except to the extent the holder of the Allowed Bond Indebtedness Claim agrees to less favorable treatment, on the later of (i) the date that is ten (10) Business Days after the Closing and (ii) the Confirmation Date, the Indenture Trustee, as the holder of the Allowed Bond Indebtedness Claim, for the benefit of the beneficial owners of the Bonds, shall receive, in full and final satisfaction, release and settlement of the Bond Indebtedness Claim, Cash in an amount equal to the Allowed Bond Indebtedness Claim, net of an amount equal to the

Trustee Holdback to the extent required under Section 4.6 of the Plan. For the avoidance of doubt, the treatment of the Bond Indebtedness Claim as set forth herein shall also be in full and final satisfaction, release and settlement of all indebtedness of the Foundation related to or under the Bonds or the Notes.

Section 3.3 Class 2: Beneficial Secured Claim.

- (a) Impairment and Voting. Class 2 consists of the Beneficial Secured Claim. Class 2 is a Secured Claim and Unimpaired by the Plan and, therefore, the holder of the Class 2 Claim is deemed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.
- (b) Distribution and Treatment. Pursuant to the Settlement Agreement, the holder of the Allowed Beneficial Secured Claim has received or will have received property prior to the Effective Date which Beneficial, as the holder of the Allowed Beneficial Secured Claim, has agreed is in full and final satisfaction, release and settlement of the Allowed Beneficial Secured Claim. No further payments or other Distributions of property will be made on account of the Beneficial Secured Claim. For the avoidance of doubt, the treatment of the Beneficial Secured Claim as set forth herein shall also be in full and final satisfaction, release and settlement of all indebtedness of the Foundation related to or under the Beneficial Secured Claim.

Section 3.4 Class 3: Other Priority Claims.

- (a) Impairment and Voting. Class 3 consists of Other Priority Claims. Class 3 is Unimpaired by the Plan and, therefore, each holder of a Class 3 Claim is deemed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.
- (b) Distribution and Treatment. Except to the extent the holder of an Allowed Class 3 Claim agrees to less favorable treatment or has been paid prior to the Effective Date, each holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, release and settlement of such Allowed Other Priority Claim, on or as soon as practicable after the later of (i) the Effective Date or (ii) the first Business Day after the date that is thirty (30) days after the date an Other Priority Claim becomes an Allowed Claim, Cash in an amount equal to such Allowed Other Priority Claim.

Section 3.5 Class 4: Beneficial Unsecured Claim.

- (a) Impairment and Voting. Class 4 consists of the Beneficial Unsecured Claim. The Beneficial Unsecured Claim shall be fixed in the amount of \$2,656,712.39. Class 4 is Impaired by the Plan. The holder of the Beneficial Unsecured Claim is entitled to vote to accept or reject the Plan.

- (b) Distribution and Treatment. Except to the extent the holder of the Allowed Beneficial Unsecured Claim agrees to less favorable treatment, the holder of the Allowed Beneficial Unsecured Claim shall receive, in full and final satisfaction, release and settlement of the Allowed Beneficial Unsecured Claim, a 35% share of the Percentage Sharing Carve-Out and a Pro Rata share (computed as a percentage of all Allowed Claims in Classes 4 and 5) of the General Unsecured Claim Fund. The holder of the Allowed Beneficial Unsecured Claim shall not be entitled to any Distribution from the Beneficial Carve-Out, the Sale Proceeds Carve-Out or Avoidance Actions. For the avoidance of doubt, the treatment of the Beneficial Unsecured Claim as set forth herein shall also be in full and final satisfaction, release and settlement of all indebtedness of the Foundation related to or under the Beneficial Unsecured Claim.

Section 3.6 Class 5: General Unsecured Claims.

- (a) Impairment and Voting. Class 5 consists of General Unsecured Claims. Class 5 is Impaired by the Plan. Each holder of an Allowed Class 5 Claim is entitled to vote to accept or reject the Plan.
- (b) Distribution and Treatment. Except to the extent the holder of an Allowed General Unsecured Claim agrees to less favorable treatment, the holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, release and settlement of such holder's Allowed General Unsecured Claim, a (i) Pro Rata share (computed as a percentage of all Allowed Claims in Class 5 only) of: (A) the Beneficial Carve-Out; (B) the Sale Proceeds Carve-Out; (C) 65% of the Percentage Sharing Carve-Out; and (D) the Avoidance Actions; and (ii) a Pro Rata share (computed as a percentage of all Allowed Claims in Classes 4 and 5) of the General Unsecured Claim Fund.

Section 3.7 Class 6: Interdebtor Claims.

- (a) Impairment and Voting. Class 6 consists of Interdebtor Claims. Class 6 is Impaired by the Plan. Each holder of an Interdebtor Claim is deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.
- (b) Distribution and Treatment. The holders of any Interdebtor Claims will not receive any Distributions on account of such Claims.

ARTICLE IV.

PROCEEDS AVAILABLE TO SATISFY ALLOWED CLAIMS

Section 4.1 Sale Proceeds. The proceeds from the Sale of the Debtor's Assets shall be used to make the payments required under this Plan.

Section 4.2 Beneficial Carve-Out. In accordance with Section 7.1 of the Settlement Agreement, the \$625,000 paid by Beneficial to the Debtor (the “Beneficial Carve-Out”) to and for the benefit of holders of Class 5 Allowed General Unsecured Claims, shall be used to pay Allowed General Unsecured Claims. **For the avoidance of any doubt, only holders of an Allowed Class 5 General Unsecured Claim will be entitled to a Pro Rata Distribution from the Beneficial Carve-Out.**

Section 4.3 Proceeds from Sale of Assets. In accordance with Section 7.2 of the Settlement Agreement, there shall be a carve-out from the Net Sale Proceeds realized from the Debtor’s Sale of Assets an amount equal to \$125,000 (the “Sale Proceeds Carve-Out”). **For the avoidance of any doubt, only holders of an Allowed Class 5 General Unsecured Claim will be entitled to a Pro Rata Distribution from the Sale Proceeds Carve-Out.**

Section 4.4 Percentage Sharing Carve-Out. In accordance with Section 7.2 of the Settlement Agreement, there shall be a carve-out from the Net Sale Proceeds realized from the Debtor’s Sale of Assets, in an amount equal to: (i) 5% of any such Net Sale Proceeds (on a gross basis) between \$19,000,000.00 and \$21,000,000.00; (ii) 6% of any such Net Sale Proceeds (on a gross basis) between \$21,000,000.01 and \$22,000,000.00; and (iii) 7% of any such Net Sale Proceeds (on a gross basis) in excess of \$22,000,000.00 up to the amount needed to satisfy the Allowed Bond Indebtedness Claim (collectively, the “Percentage Sharing Carve-Out”). **For the avoidance of doubt, the Percentage Sharing Carve-Out shall be split among the holder of the Allowed Beneficial Unsecured Claim and the holders of Allowed General Unsecured Claims as follows: (i) 35% of the Percentage Sharing Carve-Out shall be distributed to the holder of the Allowed Beneficial Unsecured Claim; and (ii) 65% of the Percentage Sharing Carve-Out shall be distributed to the holders of Allowed General Unsecured Claims.**

Section 4.5 No Sharing in Creditor Carve-Outs. Except as set forth in this Plan, none of the holders of the Allowed Bond Indebtedness Claim and the Allowed Beneficial Unsecured Claim shall be entitled to any Distribution from the: (i) Beneficial Carve-Out; (ii) Sale Proceeds Carve-Out; or (iii) 65% of the Percentage Sharing Carve-Out (the portion allocated solely for holders of Allowed Class 5 Claims). Moreover, the (i) Beneficial Carve-Out; (ii) Sale Proceeds Carve-Out; and (iii) Percentage Sharing Carve-Out shall not constitute the cash collateral of the Indenture Trustee or Beneficial.

Section 4.6 Trustee Holdback. An amount equal to the Sale Proceeds Carve-Out and the Percentage Sharing Carve-Out (together, the “Trustee Holdback”) shall be held in escrow by the Debtor or Reorganized Debtor pending entry of an order of the Bankruptcy Court governing the disposition of such Trustee Holdback in accordance with the terms of the Settlement Agreement; provided, however that, if the Debtor has, as of the Effective Date, Cash in an amount sufficient to pay all Allowed Claims and fully fund the Disputed Claims Reserve and the Administrative Reserve Account, then in such event the amount of the Trustee Holdback shall be disbursed to the Indenture Trustee on the Effective Date.

Section 4.7 No Sharing In Avoidance Actions. In the event the Distribution Trust is required to be created pursuant to the terms of the Plan, any Claims, Causes of Action and/or Avoidance Actions the Debtor may assert or prosecute under chapter 5 of the Bankruptcy Code shall be preserved to and for the benefit of the Distribution Trust, and neither the Indenture

Trustee nor Beneficial shall share in any proceeds of same.

Section 4.8 General Unsecured Claim Fund. The holders of Allowed General Unsecured Claims and the holder of the Beneficial Unsecured Claim are entitled to a Pro Rata Distribution from the General Unsecured Claim Fund.

Section 4.9 Administrative Reserve Account. On the Effective Date of the Plan, and only to the extent payable, the Debtor shall pay all amounts due and payable under Article II and Sections 3.2 through 3.4 of the Plan. To the extent such amounts are not due or payable (*i.e.* such Claims are not yet Allowed) the Debtor shall establish a reserve account in an amount sufficient to pay, in full, the amounts due and payable under Article II and Sections 3.2 through 3.4 of the Plan (the “*Administrative Reserve Account*”). The Administrative Reserve Account shall be held by the Debtor or the Reorganized Debtor to and for the exclusive payment of the Allowed Claims identified in Article II and Section 3.2 through 3.4 of the Plan. Any residual or excess proceeds remaining in the Administrative Reserve Account upon payment in full of the amounts due and payable under Article II and Sections 3.2 through 3.4 of the Plan, shall vest in, and be transferred to, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, then to the Distribution Trust.

ARTICLE V.

IMPLEMENTATION OF THE PLAN

Section 5.1 Power to Effectuate Plan. Upon the Effective Date, the Reorganized Debtor shall be authorized and empowered to take any and all actions to implement the terms of this Plan and operate in accordance with applicable law. The Plan will be implemented by the Debtor and the Reorganized Debtor in a manner consistent with the terms and conditions set forth in the Plan and the Confirmation Order.

Section 5.2 Implementation of Plan. The Plan will be implemented through distribution of the Net Sale Proceeds, the Assets of the Debtor, and continuation of the Debtor’s charitable purpose and mission through the Reorganized Debtor. In the event the Debtor has, as of the Effective Date, sufficient Cash with which to pay all Allowed Claims and fully fund the Disputed Claims Reserve and the Administrative Reserve Account, the Reorganized Debtor shall, among other responsibilities, administer and resolve all Claims filed against the Debtor’s Estate and make all Distributions under the Plan, including disbursement of the amount of the Trustee Holdback to the Indenture Trustee. No bond shall be required of the Reorganized Debtor in connection with this Plan.

Section 5.3 Plan Funding. The funds utilized to make Cash payments under the Plan have been and/or will be generated from, among other things, the Net Sale Proceeds, the proceeds of any sale or other disposition of the Reorganized Debtor Assets and/or Distribution Trust Assets, the Beneficial Carve-Out, the Sale Proceeds Carve-Out, the Percentage Sharing Carve-Out and any recoveries from any Causes of Action or Avoidance Actions.

Section 5.4 Incorporation of Sale Order. The Sale of the Sale Assets by the Debtor to the Purchaser is deemed to be “under the Plan” within the meaning of section 1146 of the

Bankruptcy Code, and as set forth in Section 9.2 of the Plan, the Closing is a condition of the Effective Date. The terms, conditions, and findings of the Court as set forth in the Sale Order are incorporated herein by reference and made a part of this Plan.

Section 5.5 Incorporation of Settlement Agreement. The Settlement Agreement is deemed to be a compromise and settlement of various Claims and rights by and among the Debtor, the Foundation, Beneficial, the Indenture Trustee, and the Committee within the meaning of Bankruptcy Rule 9019. The terms, conditions, and agreement of the Settlement Agreement are incorporated herein by reference and made part of this Plan. The terms, conditions and findings of the Court as set forth in the *Order Approving Joint Motion Pursuant to Bankruptcy Rule 9019* [Docket No. 188] are also incorporated herein by reference and made a part of this Plan.

Section 5.6 Settlement Agreements. With respect to any and all settlements incorporated into, or otherwise implemented pursuant to or in connection with the Plan, in each case to the extent such settlements have not been approved by prior Court order, the Plan and Disclosure Statement shall be deemed to constitute a motion of approval of such settlements pursuant to Bankruptcy Rule 9019 and any other applicable provisions of the Bankruptcy Rules and Bankruptcy Code.

Section 5.7 Cancellation of Indentures. Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated into the Plan or the Plan Supplement, on the date that the Bond Indebtedness Claim is paid in full in accordance with Section 3.2(b) hereof, the Trust Indenture, the Master Indenture, the Bonds, the Notes, and any other certificate, note, document or other instrument, directly or indirectly, evidencing or creating any indebtedness or obligation of the Debtor and the Foundation, giving rise to the Bond Indebtedness Claim shall be deemed cancelled, and the obligations of the Debtor and the Foundation thereunder shall be deemed satisfied in full and discharged; provided, however, the Trust Indenture and the Master Indenture shall continue in effect solely for purposes of enabling beneficial owners of the Bonds to enforce their rights to receive, and to receive, distributions from the Indenture Trustee in accordance with the terms thereof and the Plan and permitting the Indenture Trustee to perform any necessary functions under the Plan, the Trust Indenture, and the Master Indenture with respect to distributions to beneficial owners of the Bonds and to have the benefit of all the protections and other provisions of the Trust Indenture and the Master Indenture in doing so and for the Indenture Trustee to assert the Indenture Trustee Charging Lien against distributions to beneficial owners of the Bonds for payment of any unpaid Indenture Trustee Fees.

A. Conditional Creation of a “Springing” Distribution Trust.

Section 5.8 Creation of the Distribution Trust. If (and only if) the Debtor does not have, as of the Effective Date, Cash in an amount sufficient to pay all Allowed Claims and fully fund the Disputed Claims Reserve and Administrative Reserve Account, then on the Effective Date, the Distribution Trust shall be formed pursuant to the Distribution Trust Agreement and the filing of a certificate of trust with the Delaware Secretary of State. The Distribution Trustee shall administer the Distribution Trust, and shall have the powers and duties set forth in the Distribution Trust Agreement. The Distribution Trustee shall report to an advisory board of

individuals appointed in accordance with Section 5.11 of this Plan (the “Distribution Trust Advisory Board”). The Distribution Trustee will have authority to retain, on behalf of the Distribution Trust, any counsel, financial advisors, claims agent, auditors, or other such professionals as it deems appropriate at all times. The Distribution Trust may select any of the foregoing professionals in its sole discretion, and prior employment in any capacity in the Case on behalf of the Debtor, its Estate, or the Committee shall not preclude the Distribution Trust’s retention of such professionals. The Distribution Trust Beneficiaries’ interests in the Distribution Trust shall be uncertificated and, subject to applicable law, shall only be transferable upon the death of the applicable Distribution Trust Beneficiary or pursuant to applicable law.

FOR THE AVOIDANCE OF DOUBT, THE DISTRIBUTION TRUST WILL NOT BE FORMED IF AS OF THE EFFECTIVE DATE THE DEBTOR HAS CASH IN AN AMOUNT SUFFICIENT TO PAY ALL ALLOWED CLAIMS AND FULLY FUND THE DISPUTED CLAIMS RESERVE AND ADMINISTRATIVE RESERVE ACCOUNT.

Section 5.9 Purpose of the Distribution Trust. Subject to Section 5.8 hereof, on the Effective Date, the Debtor shall transfer, on behalf of the Distribution Trust Beneficiaries, the Distribution Trust Assets to the Distribution Trust. The Distribution Trust shall be established as a liquidating trust for the purpose of monetizing and distributing the Distribution Trust Assets to the Distribution Trust Beneficiaries. In connection with the vesting and transfer of the Distribution Trust Assets, including the Causes of Action, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Distribution Trust shall vest in the Distribution Trust. The Debtor, the Reorganized Debtor and the Distribution Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, if after the Effective Date it is later determined that any of the Assets transferred to the Distribution Trust are Sale Assets, the Distribution Trust shall use its reasonable best efforts to convey such Assets to the Purchaser in accordance with the Asset Purchase Agreement. No bond shall be required of the Distribution Trustee in connection with this Plan.

Section 5.10 Transfer and Vesting of Assets in Distribution Trust. Subject to Section 5.8 hereof, upon the Effective Date and the transfer of the Distribution Trust Assets to the Distribution Trust, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, other than the Reorganized Debtor Assets, any Assets of the Debtor and Estate shall vest in the Distribution Trust, free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as otherwise provided herein or in the Confirmation Order. Pursuant to section 1123(b)(3) of the Bankruptcy Code and the terms of this Plan, the Distribution Trust shall retain and shall have the exclusive right, in its discretion to enforce against any Person any and all Causes of Action. For the avoidance of doubt, the Net Sale Proceeds that constitute the Indenture Trustee’s collateral are not Assets of the Debtor, the Estate, or the Distribution Trust.

Section 5.11 Distribution Trust Advisory Board. Subject to Section 5.8 hereof, the Distribution Trust Advisory Board shall consist of three (3) Persons and be formed on or before the Effective Date. Two (2) of the members of the Distribution Trust Advisory Board shall be designated by the Committee, in consultation with the Debtor, and one (1) member of the Distribution Trust Advisory Board shall be designated by the Debtor, in consultation with the Committee. The initial members of the Distribution Trust Advisory Board shall be identified

through a filing with the Court on or about the Effective Date. In the event that no one is willing to serve on the Distribution Trust Advisory Board after its formation or there shall have been no Distribution Trust Advisory Board for a period of thirty (30) consecutive days, then the Distribution Trustee may, during such vacancy, and thereafter, ignore any reference in this Plan, the Distribution Trust Agreement or the Confirmation Order to the Distribution Trust Advisory Board, and all such references in this Plan, the Distribution Trust Agreement or the Confirmation Order shall be null and void. Any deadlock in a vote by the members of the Distribution Trust Advisory Board may be broken by a vote by the Distribution Trustee. The Distribution Trust Advisory Board shall monitor and oversee the Distribution Trustee, Distributions and other activities required in connection with management of the Distribution Trust Assets, as more fully set forth in the Distribution Trust Agreement. The members of the Distribution Trust Advisory Board shall not be paid for their services except for reimbursement of actual and reasonable out of pocket expenses incurred by such members. Except as otherwise expressly set forth in this Plan, the Confirmation Order or the Distribution Trust Agreement, the Distribution Trustee shall at all times take direction from the Distribution Trust Advisory Board and shall not make any material decision absent approval of the Distribution Trust Advisory Board.

Section 5.12 Liability of Distribution Trustee and Distribution Trust Advisory Board. Neither the Distribution Trustee, Distribution Trust Advisory Board, nor any of its members or designees, nor any duly designated agent or representative of the Distribution Trust Advisory Board, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of the Distribution Trust Advisory Board, nor shall any member be liable for any act or omission to be taken or not taken in its capacity as a member of the Distribution Trust Advisory Board, other than acts resulting from such member's willful misconduct or gross negligence.

Section 5.13 Management of the Distribution Trust Assets. Subject to Section 5.8 hereof, after the Effective Date, all property of the Distribution Trust shall be managed and administered by the Distribution Trustee in a manner reasonably designed to maximize values. If the Distribution Trustee, in consultation with the Distribution Trust Advisory Board, decides not to sell any non-Cash Asset or property or if such Asset or property cannot, in the Distribution Trustee's judgment and in consultation with the Distribution Trust Advisory Board, be sold or liquidated in a commercially reasonable manner prior to the Final Distribution Date, the Distribution Trustee shall have the right to abandon or otherwise dispose of such property, including by returning the property to the Reorganized Debtor, without the prior approval of the Court. Absent willful misconduct, intentional misconduct, gross negligence or fraud in connection therewith, no party in interest shall have a cause of action against either the Distribution Trustee, the Distribution Trust, the Debtor or the Reorganized Debtor, or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this Section 5.13.

Section 5.14 Priority of Distributions from Assets Held by the Distribution Trust. After payment of all costs and expenses of managing and administering the Distribution Trust, including the payment of all U.S. Trustee Fees and the fees and expenses of the professionals retained by the Distribution Trust, the Distribution Trustee shall distribute the proceeds of the Distribution Trust Assets in the following order: (i) Distribution of Beneficial Carve-Out; (ii) Distribution of Sale Proceeds Carve-Out; (iii) Distribution of Percentage Sharing Carve-Out;

(iv) Distribution of the General Unsecured Claim Fund; and (v) Distribution of proceeds received from Avoidance Actions, if any. For the avoidance of any doubt, the proceeds held in the Administrative Reserve Account may not be used to pay any Distribution under Sections 3.5 or 3.6 of the Plan.

Section 5.15 Distribution of Residual Assets After Payment Of Allowed Claims by Distribution Trust. After the Distribution Trust is fully administered, including payment in full of all Allowed General Unsecured Claims, including interest from the Petition Date accruing at the Federal Judgment Rate of Interest through the Effective Date, and the payment of all fees and expenses incurred in managing and administering the Distribution Trust, any and all Assets remaining in the Distribution Trust shall revert and be transferred to the Reorganized Debtor free and clear of all Lien and Claims and thereby become Reorganized Debtor Assets. The Distribution Trustee is authorized and directed to promptly take any and all actions necessary to effectuate the transfer all of the residual assets to the Reorganized Debtor without need for any further court order.

Section 5.16 Rights of Action. Subject to Section 5.8 hereof, and except to the extent waived pursuant to Court order, or transferred and sold to the Purchaser of the Sale Assets, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, all of the Debtor's rights of action, including, without limitation, the Debtor's Causes of Action and Avoidance Actions, will be retained and transferred to the Distribution Trust. The Distribution Trust may, in its sole discretion, pursue an Avoidance Action(s) against a Distribution Trust Beneficiary and those Avoidance Actions shall not be returned to the Reorganized Debtor as a Reorganized Debtor Asset, but rather those Avoidance Actions shall be extinguished and otherwise released upon dissolution of the Distribution Trust.

Section 5.17 Transfer Taxes. Any transfer of the Distribution Trust Assets to the Distribution Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax to the extent permitted under section 1146(a) of the Bankruptcy Code.

Section 5.18 Federal Income Tax Treatment of the Distribution Trust. Subject to Section 5.8 hereof, the Distribution Trust will be established for the sole purpose of distributing the Distribution Trust Assets, and any proceeds therefrom, in accordance with Treasury Regulation section 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. The Distribution Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity for U.S. federal income tax purposes, but is instead treated as a grantor trust, *i.e.*, a pass-through entity. All parties must treat the transfer of the portion of the Distribution Trust Assets attributable to the Distribution Trust Beneficiaries as a transfer of such assets directly to the Distribution Trust Beneficiaries. Consistent therewith, all parties must treat the Distribution Trust as a grantor trust of which the Distribution Trust Beneficiaries are the owners and grantors. Subject to the terms of the Distribution Trust Agreement, the value of a Distribution Trust Beneficiary's Allowed Claim shall be the value of such Distribution Trust Beneficiary's interest in the Distribution Trust, and the Distribution Trust Beneficiaries and the Distribution Trustee must consistently use this valuation for all U.S. federal income tax purposes, including for determining gain, loss or tax basis.

Section 5.19 DT Reserve. The Distribution Trust shall establish a DT Reserve on account of Disputed Claims. The Distribution Trust may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the DT Reserve as a “disputed ownership fund” within the meaning of that section, (ii) allocate taxable income or loss to the DT Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed), and (iii) distribute assets from the DT Reserve as, when, and to the extent, such Disputed Claims cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Distribution Trust Beneficiaries shall be bound by such election, if made by the Distribution Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

Section 5.20 Securities Law Matters. To the extent the interests in the Distribution Trust are deemed to be “securities,” the issuance of such interests under the Plan are exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities.

Section 5.21 Dissolution. The Distribution Trust shall be dissolved no later than five (5) years from the Effective Date, unless the Court, upon motion made prior to such fifth (5th) anniversary, determines that a fixed period extension, not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Distribution Trust as a liquidating trust for federal income tax purposes, is necessary to facilitate or complete the recovery on and Distribution of the Distribution Trust Assets. Upon the filing of any motion for an extension of the date of dissolution of the Distribution Trust, such date shall be deemed automatically extended until an order of the Court is entered with respect to such motion or the motion is withdrawn.

B. Reorganized Debtor.

Section 5.22 Vesting of Assets in the Reorganized Debtor. Except as expressly provided herein, on the Effective Date all Assets of the Debtor shall vest in the Reorganized Debtor free and clear of all Claims, Liens, encumbrances, charges, and other rights of Creditors arising on or before the Effective Date. For the avoidance of doubt, the Restricted Funds shall at all times be property of the Debtor or Reorganized Debtor and at no time be transferred to the Distribution Trust.

Section 5.23 Continuing Existence. From and after the Effective Date, the Reorganized Debtor shall continue in existence for the purposes of (i) administering the Reorganized Debtor’s Assets in furtherance of its charitable mission and in accordance with the requirements of all applicable non-bankruptcy law, (ii) filing appropriate tax returns and reports and (iii) performing all such other acts and conditions required by and consistent with consummation of the terms of the Plan.

Section 5.24 Management of Reorganized Debtor. From and after the Effective Date, the Debtor’s current Board of Trustees shall continue to manage the operation of the Reorganized Debtor in accordance with applicable law.

Section 5.25 Restricted Funding. The Debtor solicits and receives pledges and payments of charitable grants and donations from grantors and donors who require that such grants and donations ("*Restricted Funds*") be used only for specified charitable purposes. As set forth herein, it is anticipated that the Reorganized Debtor will continue to hold and receive such Restricted Funds. As a charitable organization, the Reorganized Debtor is required to honor such restrictions and hold such Restricted Funds in trust for the purposes intended by the grantors and donors. Accordingly, (i) the Reorganized Debtor will deposit Restricted Funds in a segregated account maintained by the Reorganized Debtor solely for the purpose of holding Restricted Funds; (ii) such Restricted Funds shall continue to be deemed trust funds to be used only for the purposes intended by the donor or grantor and not available to pay obligations of the Debtor, Reorganized Debtor or Distribution Trust under this Plan or otherwise to pay Creditors or other pre-petition or post-petition obligations of the Debtor, Reorganized Debtor or Distribution Trust, unless such purpose was expressly intended or other permitted by the donor or grantor; and (iii) any portion of such Restricted Funds that are not or cannot be used for their intended purposes shall be returned to the applicable donors or grantors.

ARTICLE VI.

VOTING AND DISTRIBUTIONS

Section 6.1 Voting of Claims. Each holder of an Allowed Claim in an Impaired Class which receives or retains property under the Plan shall be entitled to vote separately to accept or reject the Plan and indicate such vote on a duly executed and delivered Ballot as provided in such order as is entered by the Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other controlling order or orders of the Court.

Section 6.2 Voting Classes. If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims in such Class. In the event the Court determines that a Claim entitled to vote to accept or reject the Plan was classified and voted in an improper Class, the Debtor may request that the Court deem such Claim to have been voted and counted for purposes of determining acceptance or rejection of the Plan in the Class deemed proper by the Court without having to re-solicit the vote of the holder of such Claim.

Section 6.3 Nonconsensual Confirmation. If any Impaired Class entitled to vote shall not accept the Plan by the requisite statutory majorities provided in sections 1126(c) or 1126(d) of the Bankruptcy Code, as applicable, or if any Impaired Class is deemed to have rejected the Plan, the Debtor, in consultation with the Committee, reserves the right (a) to undertake to have the Court confirm the Plan under section 1129(b) of the Bankruptcy Code and (b) subject to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, to modify the Plan to the extent necessary to obtain entry of the Confirmation Order, provided such modifications are consistent with Article X of the Plan. At the Confirmation Hearing, the Debtor will seek a ruling that if no holder of a Claim eligible to vote in a particular Class timely votes to accept or reject the Plan, the Plan will be deemed accepted by the holders of such Claims in such Class for the purposes of section 1129(b) of the Bankruptcy Code.

Section 6.4 Plan Distributions. Pursuant to the terms and provisions of the Plan, the Confirmation Order and the Settlement Agreement, the Debtor or Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall make the required Distributions specified under the Plan. Any payment of Cash made by the Debtor or Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, pursuant to the Plan shall, at the option of the Debtor, Reorganized Debtor or Distribution Trustee, as applicable, be made by check drawn on a domestic bank or wire transfer. Holders of Allowed Claims shall, as a condition to receiving Distributions, provide such information and take such steps as the Debtor or Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may reasonably require to ensure compliance with withholding and reporting requirements and to enable the Debtor or Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, to obtain certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law.

Section 6.5 Special Distribution Provisions Concerning the Allowed Bond Indebtedness Claim. Notwithstanding anything to the contrary contained in this Plan, any distribution made by the Debtor on account of the Allowed Bond Indebtedness Claim shall be made by wire transfer to the Indenture Trustee. The Indenture Trustee shall, subject to any charging lien or other priority in payment in favor of the Indenture Trustee that is not otherwise satisfied, administer the Distributions it receives under the Plan with respect to the Allowed Bond Indebtedness Claim in accordance with the provisions of the Plan and the terms of the Trust Indenture, including but not limited to Section 9.11 of the Trust Indenture, and the Master Indenture. In making any distributions under the Trust Indenture and the Master Indenture, the Indenture Trustee shall not have any obligation to recognize any transfer of any Bonds occurring after 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date, and instead may, in its sole discretion, recognize and deal for all purposes under this Plan with only the persons and entities that are identified in the books and records of the Indenture Trustee as the holders of record of the Bonds as of 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date.

Section 6.6 Timing of Distributions. In the event that any payment, Distribution, or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or Distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, and if so completed, shall be deemed to have been completed as of the required date. Any requirement under the Plan that the Debtor, the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, make a payment or Distribution on a date shall mean that such party is required to commence the process of making a payment or Distribution on such date or as soon as reasonably practicable thereafter.

Section 6.7 Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date: (i) the Claims register maintained in the Case shall be closed; and (ii) any transfer of any Claim or any interest therein shall be prohibited. The Debtor, the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall not have any obligation to recognize any transfer of any Claim occurring after 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date, and instead may, in its sole discretion, recognize and deal for all purposes under this Plan with only

those holders of record as of 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date. Notwithstanding the foregoing, however, any Distribution Trust Beneficiary may transfer its right to payment from the Distribution Trust, but not its beneficial interest in the Distribution Trust, after the Distribution Record Date. Any transfer of a Distribution Trust Beneficiary's right to payment, including both transfers for consideration and transfers by will or under the laws of descent and distribution, shall not be effective until and unless the Distribution Trustee receives written notice of such transfer.

Section 6.8 Distributions to Address of Record. Subject to Bankruptcy Rule 9010, and except as set forth in this Section 6.8 of the Plan, all Distributions under the Plan to holders of Allowed Claims shall be made to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Distribution Record Date, unless the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, has been notified in writing of a change of address, including, without limitation, by the timely filing of a proof of Claim by such holder that provides an address for such holder different from the address reflected on the Schedules. In the event that any Distribution to any such holder is returned as undeliverable, no Distribution to such holder shall be made unless and until the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter, such Distribution shall be made to such holder without interest; provided, however, that, at the later of the expiration of one (1) year from the Effective Date and the date a Claim becomes an Allowed Claim, such Distributions shall be deemed Unclaimed Property and shall re-vest in the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan and has not yet been dissolved, the Distribution Trust, and be distributed to other holders of Allowed Claims, in accordance with the Plan or as otherwise ordered by the Court.

Section 6.9 Minimum Distributions. The Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall not be obligated to make any payment of Cash of less than fifty dollars to any holder of an Allowed Claim, unless such holder sends a timely written request to the Reorganized Debtor or Distribution Trustee, as applicable, requesting that such payment be made on the next Distribution date. All such Distributions shall be distributed to other holders of Allowed Claims in accordance with the Plan or as otherwise ordered by the Court. Notwithstanding anything contained herein to the contrary, if, on any Distribution date there remains \$10,000 or less available for Distribution to holders of Allowed Claims, in lieu of making any further Distributions to the holders of such Claims, the Distribution Trustee will transfer such Cash to the Reorganized Debtor.

Section 6.10 Unclaimed Distributions. All Distributions to holders of Allowed Claims 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 any entitlement of any holder of any Claim to such Distributions shall be extinguished and forever barred. All such Unclaimed Property shall re-vest in the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan and has not yet been dissolved, the Distribution Trustee, and be distributed to other holders of Allowed Claims or donated in accordance with the Plan or otherwise ordered by the Court.

Section 6.11 Setoffs and Recoupments. The Debtor, the Reorganized Debtor or, in the event the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may, but shall not be required to, set off or recoup against any Claim (for purposes of determining the Allowed amount of such Claim on which Distribution shall be made), any Causes of Action of any nature whatsoever that the Debtor may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, the Reorganized Debtor, or the Distribution Trustee of any such Causes of Action that the Debtor, the Reorganized Debtor or the Distribution Trust may have against the holder of such Claim.

Section 6.12 Estimation of Claims; Certain Reserves. For purposes of calculating and making Distributions under the Plan, the Debtor or Reorganized Debtor shall be entitled to estimate, in good faith and with due regard to litigation risks associated with Disputed Claims, the maximum dollar amount of Allowed Claims and Disputed Claims, inclusive of contingent and/or unliquidated Claims in a particular Class, provided, however, that no interim Distributions shall be made under the Plan unless all Disputed Claims alleging a liquidated amount in a timely filed proof of Claim or timely filed request for payment of an Administrative Expense Claim are estimated at the full liquidated amount set forth therein, absent entry of an order of the Court estimating the maximum Allowed amount of any such Disputed Claim at a lower amount. The Debtor or Reorganized Debtor shall be entitled to seek one or more estimation orders from the Court for purposes of calculating and making Distributions under the Plan, which requests may be joined with objections to the Claims that are subject to any such request. An appropriate reserve (the “*Disputed Claims Reserve*”) shall be established for each category of Claims as to which estimates are utilized or sought. Notwithstanding the foregoing, unless otherwise provided for in this Plan or the Confirmation Order: (i) the Debtor or Reorganized Debtor shall not be obligated to physically segregate and maintain separate accounts for Disputed Claims Reserves; and (ii) unless otherwise ordered by the Court, no Disputed Claims Reserves shall be required to be established or maintained with respect to Claims or Administrative Expense Claims filed after the applicable Bar Date. Disputed Claims Reserves may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time and evergreen in nature, as appropriate.

Section 6.13 No Recourse. Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by this Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Debtor, the Reorganized Debtor, the Committee, the Distribution Trust, the Distribution Trustee, the Distribution Trust Advisory Board, or any of their respective professionals, consultants, officers, directors, employees or their successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code, nor shall it modify or limit the ability of claimants (if any) to seek disgorgement to remedy any unequal Distribution from parties other than those released under this section. **THE ESTIMATION OF CLAIMS AND THE ESTABLISHMENT OF RESERVES UNDER THE PLAN MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.**

Section 6.14 Withholding and Reporting Requirements. In connection with this Plan and all Distributions thereunder, the Debtor, the Reorganized Debtor, or if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. The Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, believes are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of this Plan, (a) each holder of an Allowed Claim that is to receive a Distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such Distribution, and (b) no Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, for the payment and satisfaction of such tax obligations or has established an exemption therefrom to the satisfaction of the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee.

Section 6.15 Allocation of Distributions. All payments and all Distributions under the Plan to holders of Allowed Claims shall be allocated first to the principal amounts of such Claims, with any excess allocated to interest that has accrued on such Claims but remains unpaid.

Section 6.16 Delivery of Plan Distributions. All Distributions under the Plan on account of any Allowed Claims shall be made at the address of the holder of such Allowed Claim as set forth in a proof of Claim filed by such holder or in the Schedules, or at such other address as such holder shall have specified for payment purposes in a written notice to the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, at least fourteen (14) days prior to a given Distribution date. In the event that any Distribution to any holder is returned as undeliverable, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, 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 Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, has determined the then-current address of such holder, at which time such Distribution shall be made to such holder; provided, however, that any undeliverable or unclaimed Distribution that is unclaimed after one year following the initial Distribution to any such holder (collectively, the “*Unclaimed Property*”) shall be reallocated by the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, for re-Distribution for the benefit of all other holders of Allowed Claims in accordance with the Plan. If all other Allowed Claims have otherwise been paid in full, the Reorganized Debtor, or, if the

Distribution Trust is required to be created under the Plan, the Distribution Trustee, may use the Unclaimed Property in any manner permitted under applicable law.

Section 6.17 Distributions to Holders as of the Distribution Record Date. As of the Distribution Record Date, the Claims register shall be closed, and there shall be no further changes in the record holders of any Claims. The Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall not have any obligation to recognize any transfer of any Claims occurring after the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the Distribution Record Date.

Section 6.18 Full and Final Satisfaction. All payments and all Distributions under the Plan shall be in full and final satisfaction, release and settlement of the obligations of the Debtor, the Reorganized Debtor, and the Distribution Trust with respect to all Claims, except as otherwise provided in the Plan.

Section 6.19 Saturday, Sunday, or Legal Holiday. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next Business Day.

Section 6.20 Final Order. Any requirement in the Plan for a Final Order may be waived by the Debtor or Reorganized Debtor, after consultation with the Committee and the Indenture Trustee.

ARTICLE VII.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 7.1 Assumption or Rejection of Executory Contracts. Entry of the Confirmation Order by the Court shall constitute approval of the rejections, retentions, assumptions and/or assignments contemplated by this Plan pursuant to sections 365, 1113 and 1123 of the Bankruptcy Code. Effective on and as of the Closing of the Sale, all Executory Contracts are hereby specifically deemed rejected, except for any Executory Contract (a) that has been specifically assumed, assumed and assigned, or rejected by the Debtor on or before the Confirmation Date with the approval of the Court, (b) in respect of which a motion for assumption or assumption and assignment has been filed with the Court on or before the Confirmation Date, or (c) that is specifically designated as a contract to be assumed on a schedule to the Plan, which schedule shall be contained in the Plan Supplement. Notwithstanding anything to the contrary contained in the preceding sentence, to the extent any of the Debtor's presently effective insurance policies constitute executory contracts, such policies shall not be rejected but shall continue to be maintained by the Debtor and the Reorganized Debtor, subject to cancellation or termination in accordance with their terms.

Section 7.2 Bar Date for Filing Proofs of Claim Relating to Executory Contracts Rejected Pursuant to the Plan. Claims against the Debtor arising out of the rejection of Executory Contracts pursuant to the Plan must be filed with the Court on or before the date that is thirty (30) days after the Confirmation Date. Any such Claims not filed within such time shall

be forever barred from assertion against the Debtor, the Reorganized Debtor, the Distribution Trust, or their property.

Section 7.3 Compensation and Benefit Programs. To the extent not previously terminated, all employment and severance agreements and policies, and all employee compensation and benefit plans, policies and programs of the Debtor applicable generally to its current employees or officers as in effect on the Confirmation Date, including, without limitation, all savings plans, retirement plans, health care plans, disability plans, severance benefit plans, incentive plans and life, accidental death and dismemberment insurance plans, shall be terminated as of the Closing of the Sale.

Section 7.4 Collective Bargaining Agreements. Effective on and as of the Closing of the Sale, all collective bargaining agreements of the Debtor are hereby specifically deemed rejected pursuant to section 1113 of the Bankruptcy Code.

ARTICLE VIII.

PROVISIONS RELATING TO DISPUTED CLAIMS

Section 8.1 Prosecution of Disputed Claims. Except as otherwise provided herein, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall have the sole right to object to all Claims (except Allowed Claims) on any basis, including those Claims that are not listed in the Schedules, that are listed therein as disputed, contingent, and/or unliquidated, that are listed therein at a lesser amount than asserted by the respective Creditor, or that are listed therein for a different category of Claim than that asserted by the respective Creditor. Subject to further extension by the Court for cause with or without notice, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may object to the allowance of General Unsecured Claims up to one hundred and twenty (120) days after the Confirmation Date, and the allowance of Administrative/Priority Claims and Secured Claims up to the later of (i) sixty (60) days after the Confirmation Date or (ii) the deadline for filing an objection established by order of the Court; provided, however, that an objection to a Claim based on section 502(d) of the Bankruptcy Code may be made at any time in any adversary proceeding against the holder of any relevant Claim. The filing of a motion to extend the deadline to object to any Claims shall automatically extend such deadline until a Final Order is entered on such motion. In the event that such motion to extend the deadline to object to Claims is denied by the Court, such deadline shall be the later of the current deadline (as previously extended, if applicable) or 30 days after the Court's entry of an order denying the motion to extend such deadline. From and after the Effective Date, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall succeed to all of the rights, defenses, offsets, and counterclaims of the Debtor in respect of all Claims, and in that capacity shall have the exclusive power to prosecute, defend, compromise, settle, and otherwise deal with all such objections. For the avoidance of doubt, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall not object to any Claim that is or becomes Allowed.

Section 8.2 Late Filed Claims. On the Effective Date, except as otherwise agreed by

the Debtor prior to the Effective Date in consultation with the Committee, and thereafter the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, or unless otherwise ordered by the Court, any and all Claims filed after the applicable Bar Date shall be automatically deemed Disallowed in full and expunged from the Claims register maintained in the Case for purposes of Distribution or any other treatment under the Plan as of the Confirmation Date without any further notice to or action, order or approval of the Court and holders of such Claims may not receive any Distribution on account of such Claims. To the extent a party-in-interest wishes to file a late-filed Claim, such party in interest shall either obtain written consent from the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, to file such Claim late or obtain an order of the Court permitting the Claim to be late-filed. In the event a Claim is permitted to be late-filed by order of the Court, the Debtor, Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall have one hundred and twenty (120) days from the date the holder is permitted to file the Claim late to object to such Claim.

Section 8.3 Amendments to Claims. After the Confirmation Date, a proof of Claim may not be amended without the authorization of the Court. On the Effective Date, except as otherwise agreed by the Debtor in consultation with the Committee prior to the Effective Date, and thereafter the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, or unless otherwise ordered by the Court, any Administrative Expense Claim or Claim that amends or supersedes an Administrative Expense Claim or Claim shall be automatically deemed Disallowed in full and expunged from the Claims register maintained in the Case for purposes of Distribution or any other treatment under the Plan as of the Confirmation Date without any further notice to or action, order or approval of the Court and holders of such Claims may not receive any Distribution on account of such Claims.

Section 8.4 Settlement of Disputed Claims. On and after the Effective Date, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Disputed Claims without approval of the Court. The reasonable fees and expenses (including reasonable attorneys' fees and costs) that are incurred by the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, associated with the Claims resolution process shall be borne by the Reorganized Debtor or the Distribution Trustee as applicable.

Pursuant to Bankruptcy Rule 9019(b), the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may settle any Disputed Claim (or aggregate of Claims if held by a single Creditor), respectively, as follows:

- (a) where the face amount of the Claim is equal to or less than \$300,000, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may settle such Claim without notice or Court approval; and

- (b) where the face amount of the Claim is greater than \$300,000, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may settle such Claim upon approval by the Court.

Section 8.5 No Distributions Pending Allowance. Notwithstanding any provision in the Plan to the contrary, no partial payments and no partial Distributions shall be made by the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, with respect to any portion of any Claim against the Debtor if such Claim or any portion thereof is a Disputed Claim. In the event and to the extent that a Claim against the Debtor becomes an Allowed Claim after the Effective Date, the holder of such Allowed Claim shall receive all payments and Distributions to which such holder is then entitled under the Plan.

Section 8.6 Satisfied Claims. Any Administrative Expense Claim or Claim that has been paid or satisfied in full or in part may be adjusted or expunged on the Claims register by the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Court.

ARTICLE IX.

CONDITIONS PRECEDENT

Section 9.1 Conditions to Confirmation. The following conditions are conditions precedent to Confirmation of the Plan unless waived pursuant to Section 9.3 of the Plan:

- (a) the Court shall have approved the Disclosure Statement with respect to this Plan;
- (b) the Confirmation Order shall have been entered;
- (c) in each case subject to the occurrence of the Effective Date, to the extent necessary or appropriate, the Plan Documents, including the Distribution Trust Agreement, to be entered into pursuant to the Plan, shall have been entered and delivered, all actions, documents, and agreements necessary to implement the Plan shall have been effected or executed and the Debtor shall have received all material authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are reasonably necessary to implement the Plan and that are required by law, regulation, or order.
- (d) the Court shall have authorized the Debtor, the Reorganized Debtor and Distribution Trustee, as applicable, to perform their obligations under such documents;
- (e) the Court shall have authorized in all respects the transactions,

agreements, and documents to be effected pursuant to the Plan;

- (f) the Court shall have approved and authorized the releases and injunctions granted and created by the Plan;
- (g) the Court shall have ordered, found, and decreed that the Plan complies with all applicable provisions of the Bankruptcy Code, including that the Plan was proposed in good faith; and
- (h) the Court shall have ordered that nothing herein operates as a discharge, release, exculpation, or waiver of, or establishes any defense or limitation of damages to, any Claim or Cause of Action belonging to the Estate.

Section 9.2 Conditions to Effective Date. The Plan shall not become effective unless and until the following conditions shall have been satisfied or waived pursuant to Section 9.3 of the Plan:

- (a) the Confirmation Date shall have occurred and the Confirmation Order shall have become a Final Order and seventy-five (75) days following entry of the Confirmation Order shall have passed;
- (b) the Closing shall have occurred; and
- (c) all other actions required by the Plan to occur on or before the Effective Date shall have occurred.

Section 9.3 Waiver of Conditions. Any of the conditions set forth in this Article IX may be waived by the Debtor, in consultation with the Committee and, to the extent the Allowed Bond Indebtedness Claim has not been paid in full, the Indenture Trustee, to the extent such waiver does not adversely affect the Distributions hereunder.

Section 9.4 Notice of Effective Date. The Reorganized Debtor shall file a notice with the Court after the Effective Date that the Effective Date has occurred.

ARTICLE X.

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

Section 10.1 Modification of Plan: Generally. The Debtor, in consultation with the Committee and, to the extent the Allowed Bond Indebtedness Claim has not been paid in full, the Indenture Trustee, may alter, amend or modify the Plan pursuant to section 1127 of the Bankruptcy Code at any time prior to the Confirmation Date. After such time and prior to substantial consummation of the Plan, the Debtor, in consultation with the Committee and, to the extent the Allowed Bond Indebtedness Claim has not been paid in full, the Indenture Trustee, may, so long as the treatment of holders of Claims against the Debtor under the Plan is not adversely affected, institute proceedings in Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order,

and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002 or as the Court shall otherwise order.

Section 10.2 Modification of Plan: Ancillary Documents. Notwithstanding any reference herein to documents in the forms annexed to the Plan, and without limiting Section 10.1 of the Plan, the Debtor, in consultation with the Committee and, to the extent the Allowed Bond Indebtedness Claim has not been paid in full, the Indenture Trustee, may revise those forms by filing such revised forms with the Court on or prior to the Confirmation Date.

Section 10.3 Revocation or Withdrawal of Plan. The Debtor, with consultation and approval of the Committee and, to the extent the Allowed Bond Indebtedness Claim has not been paid in full, the Indenture Trustee, reserves the right to revoke or withdraw the Plan at any time prior to the Effective Date. If the Debtor revokes or withdraws the Plan prior to the Effective Date, then the Plan shall be deemed null and void, and nothing contained in the Plan shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

ARTICLE XI.

RETENTION OF JURISDICTION

Section 11.1 Exclusive Jurisdiction of the Court. Except as provided in Sections 11.2 and 11.3 of the Plan, following the Effective Date, the Court will retain exclusive jurisdiction of the Case to the maximum extent permitted by law, including, without limitation, for the following purposes:

- (a) to hear and determine any pending applications for the assumption or rejection of Executory Contracts, and the resulting allowance of Claims;
- (b) to determine any adversary proceedings, applications, contested matters and other litigated matters pending on the Effective Date;
- (c) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- (d) to hear and determine objections to or requests for estimation of Claims, including any objections to the classification of any Claims, and to allow, disallow and/or estimate Claims, in whole or in part;
- (e) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (f) to issue any appropriate orders in aid of execution of the Plan or to enforce the Confirmation Order;

- (g) to hear and determine any applications to modify the Plan, to cure any defect or omission or to reconcile any inconsistency in the Plan or in any order of the Court, including, without limitation, the Confirmation Order;
- (h) to hear and determine all applications for compensation and reimbursement of expenses of Professional Persons under sections 327, 328, 330, 331, 363 and 503(b) of the Bankruptcy Code;
- (i) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;
- (j) to hear and determine other issues presented or arising under the Plan;
- (k) to hear and determine other issues related to the Plan to the extent not inconsistent with the Bankruptcy Code; and
- (l) to enter a final decree closing the Case.

Section 11.2 Non-Exclusive Jurisdiction of the Court. Following the Effective Date, the Court will retain non-exclusive jurisdiction of the Case for the following purposes:

- (a) to recover all Assets of the Debtor and property of the Estate, wherever located;
- (b) to hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar or related matters with respect to the Debtor or the Estate arising prior to the Effective Date or relating to the period of administration of the Case, including, without limitation, matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code; and
- (c) to hear and determine any other matters to the extent not inconsistent with the Bankruptcy Code.

Section 11.3 Failure of the Court to Exercise Jurisdiction. If the Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Case, including with respect to the matters set forth above in this Article, this Article XI shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE XII.

DISCHARGE, INJUNCTION AND RELEASES

Section 12.1 Discharge of the Debtor. The rights afforded in the Plan, the treatment of all Claims herein, and the Distributions hereunder shall be in exchange for and in complete satisfaction, discharge and release of all Claims of any nature whatsoever, against the Debtor or any of its Assets. Except as otherwise provided in this Plan or the Confirmation Order: (i) on the

Effective Date, the Debtor shall be deemed discharged and released to the fullest extent permitted by section 1141 of the Bankruptcy Code from all Claims, including, but not limited to, demands, liabilities and Claims that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (a) a proof of Claim based on such Claim has been filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (b) a Claim is Allowed pursuant to section 502 of the Bankruptcy Code, or (c) the holder of such Claim has accepted the Plan; and (ii) all Persons shall be precluded from asserting against the Debtor, the Reorganized Debtor, or its Assets any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date. Except as otherwise provided in the Plan or the Confirmation Order, the Confirmation Order shall act as a discharge of any and all Claims against and all debts and liabilities of the Debtor, as provided in sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment against the Debtor at any time obtained to the extent that it relates to a Claim so discharged.

Section 12.2 Indemnification. The Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee and the members of the Distribution Trust Advisory Board, shall be indemnified and receive reimbursement against and from all loss, liability, expense (including counsel fees) or damage which the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee and members of the Distribution Trust Advisory Board, may incur or sustain in the exercise and performance of any of their respective powers and duties under the Plan, to the fullest extent permitted by law, except if such loss, liability, expense or damage is finally determined by a court of competent jurisdiction to result solely from the Debtor's, the Reorganized Debtor's, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee's or the Distribution Trust Advisory Board member's willful misconduct, fraud, intentional misconduct or gross negligence. The amounts necessary for such indemnification and reimbursement shall be paid by the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, out of the Available Cash. The Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall not be personally liable for this indemnification obligation or the payment of any expense of administering the Plan or any other liability incurred in connection with the Plan, and no Person shall look to the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, personally for the payment of any such expense or liability. This indemnification shall survive the death, resignation or removal, as may be applicable, of the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee and the members of the Distribution Trust Advisory Board, and shall inure to the benefit of the Debtor's, the Reorganized Debtor's, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee's and the Distribution Trust Advisory Board members' successors, heirs and assigns, as applicable.

Section 12.3 Injunction. Except as otherwise expressly provided for in the Plan, including, without limitation, the treatment of Claims against the Debtor, all Persons are enjoined from threatening, commencing, or continuing any lawsuit or other legal or equitable action against the Debtor, the Reorganized Debtor or Reorganized Debtor Assets, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trust

and the Distribution Trust Assets, to recover any Claim; provided, however, nothing in this injunction shall preclude the holder of a Claim against the Debtor from pursuing any applicable insurance after the Effective Date, from seeking discovery in actions against third parties or from pursuing third-party insurance that does not cover Claims against the Debtor; provided further, however, nothing in this injunction shall limit the rights of a holder of a Claim against the Debtor to enforce the terms of the Plan.

Section 12.4 Releases by Holders of Claims. To the greatest extent permissible by law and except as otherwise provided in the Plan, as of the Effective Date, each holder of a Claim against the Debtor shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each of the Debtor, the Reorganized Debtor, the Committee, the Indenture Trustee, and their respective directors, officers, trustees, agents, attorneys, advisors, members or employees of and from any and all past, present and future legal actions, Causes of Action, choses in action, rights, demands, suits, Claims, liabilities, encumbrances, lawsuits, adverse consequences, amounts paid in settlement, costs, fees, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind, character or nature whatsoever, whether in law, equity or otherwise (including, without limitation, those arising under Chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law, and any and all alter-ego, lender liability, indemnification or contribution theories of recovery, and interest or other costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against the Debtor, the Reorganized Debtor, the Committee, the Indenture Trustee, and their respective present or former directors, officers, trustees, agents, attorneys, advisors, members or employees occurring from the beginning of time to and including the Effective Date related in any way, directly or indirectly, arising out of, and/or connected with any or all of the Debtor, the Estate and the Case; provided, however, that this Section 12.4 of the Plan shall not affect the liability of any Person due to willful misconduct or gross negligence as determined by a Final Order. Nothing in this Section 12.4 of the Plan shall be deemed to release or impair Allowed Claims against the Debtor, which Allowed Claims against the Debtor shall be treated as set forth in Articles II through IV of the Plan, as applicable, or to release or impair any right to enforce the terms of the Plan.

Section 12.5 Releases Set Forth in the Settlement Agreement and Final Cash Collateral Order. Notwithstanding anything to the contrary in the Plan, the entry of the Confirmation Order and the occurrence of the Effective Date shall not in any way alter or limit the releases set forth in the Settlement Agreement or the Final Cash Collateral Order, each of which is reaffirmed in its entirety.

Section 12.6 Exculpation. The Exculpated Parties shall neither have nor incur any liability to any Person or entity for any Claims or Causes of Action arising on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the consummation of this Plan, the

Disclosure Statement, or any sale, contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtor, the approval of the Disclosure Statement, or Confirmation or consummation of this Plan; provided, however, that the foregoing provisions shall have no effect on the liability of any entity that results from any such act or omission that is determined by a Final Order of the Court or other court of competition jurisdiction to have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party shall be entitled to rely on the advice of counsel concerning its duties pursuant to, or in connection with, the above referenced documents, actions or inactions; provided, further, however, that the foregoing provisions shall not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by this Plan.

Section 12.7 Cause of Action Injunction. On and after the Effective Date, all Persons other than the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, will be permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of, or respecting any, Claim, debt, right or Cause of Action that the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, retains authority to pursue in accordance with the Plan.

Section 12.8 Release of Liens and Encumbrances.

- (a) Each Lien or encumbrance on the Debtor's Assets, other than a permitted encumbrance (excluding a permitted encumbrance securing a financial obligation that is not an assumed liability), including Liens or encumbrances securing: (x) any Secured Claim; or (y) any judgment, personal property or ad valorem tax, or other tax of any kind or character, mechanic's or similar Lien Claim, in each case regardless of whether such Claim is an Allowed Claim, shall, regardless of whether such Claim has been Scheduled or proof of such Claim has been filed, be deemed released;
- (b) each Lien or encumbrance shall automatically, and without further action by the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, be deemed released immediately upon the occurrence of the Effective Date;
- (c) the holder of any such Lien or encumbrance shall execute such documents and instruments as the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, requires to evidence such Claim holder's release of such property or Lien or encumbrance as provided for in the Plan, and if such holder refuses to execute appropriate documents or instruments, the Debtor, the Reorganized Debtor, or the Distribution Trustee (as applicable) may, in its

discretion, file a copy of the Confirmation Order in the appropriate recording office, which after notice to the counterparty, and subject to timely review by the Court, shall serve to release any Claim holder's rights in such property; and

- (d) on the Effective Date, except as expressly provided in the Plan, all right, title and interest in Estate property subject to a Lien or an encumbrance immediately prior to the Effective Date shall be transferred as Reorganized Debtor Assets to the Reorganized Debtor.

Section 12.9 Preservation and Application of Insurance. The provisions of the Plan shall not diminish or impair in any manner the enforceability and/or coverage of any insurance policies (and any agreements, documents, or instruments relating thereto) that may cover Claims (including Personal Injury/Workers' Compensation Claims) against the Debtor, any directors, trustees or officers of the Debtor, or any other Person, other than as expressly as set forth herein. For the avoidance of doubt, and as set forth in the Plan, all of the Debtor's insurance policies, or third party policies naming the Debtor as an additional insured party, and the proceeds thereof shall be available to satisfy Personal Injury/Workers' Compensation Claims to the extent such insurance policies cover such Personal Injury/Workers' Compensation Claims. In addition, such insurance policies and proceeds thereof shall be available to satisfy Personal Injury/Workers' Compensation Claims estimated pursuant to section 502(c) of the Bankruptcy Code or in accordance with the Plan. For the avoidance of doubt, and as set forth in the Plan, all of the Debtor's insurance policies, or third party policies naming the Debtor as an additional insured party, and the proceeds thereof shall be available to satisfy any Claims to the extent such insurance policies cover such Claims. In addition, such insurance policies and proceeds thereof shall be available to satisfy Claims estimated pursuant to section 502(c) of the Bankruptcy Code or in accordance with the Plan.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

Section 13.1 Payment of Statutory Fees. All outstanding fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date.

Section 13.2 Reports. Until a final decree closing the Case is entered, the Debtor and the Reorganized Debtor shall comply with any requisite reporting requirements established pursuant to the guidelines of the U.S. Trustee.

Section 13.3 Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules, or other federal laws are applicable, the laws of the Commonwealth of Pennsylvania shall govern the construction and implementation of the Plan and all rights and obligations arising under the Plan.

Section 13.4 Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection therewith and Distributions thereon, the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the

Distribution Trustee, shall comply with all withholding, reporting, certification and information requirements imposed by any federal, state, local or foreign taxing authority and all Distributions hereunder shall, to the extent applicable, be subject to any such withholding, reporting, certification and information requirements. Persons entitled to receive Distributions hereunder shall, as a condition to receiving such Distributions, provide such information and take such steps as the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may reasonably require to ensure compliance with such withholding and reporting requirements, and to enable the Debtor, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, to obtain the certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law.

Section 13.5 Section 1146 Exemption. All transfers of property under the Plan, including, without limitation, the Sale and any transfer of the Sale Assets or other property of the Debtor to the Purchaser, shall be exempt from real estate transfer taxes, stamp taxes, or similar taxes to the fullest extent provided by section 1146 of the Bankruptcy Code.

Section 13.6 Plan Supplement. The Plan Supplement, if any, and all documents contained therein shall be filed with the Clerk of the Court on or before five (5) days prior to the last day upon which holders of Claims may vote to accept or reject the Plan; provided, however, that the Debtor may amend any such documents through and including five (5) days prior to the Effective Date in a manner consistent with the Plan and Disclosure Statement. Once filed with the Court, the Plan Supplement may be inspected in the office of the Clerk of the Court during normal Court hours. Holders of Claims may obtain a copy of the Plan Supplement upon written request to the Debtor in accordance with Section 13.12 of the Plan.

Section 13.7 Severability. In the event that any provision of the Plan is determined to be unenforceable, such determination shall not limit or affect the enforceability and operative effect of any other provisions of the Plan. To the extent that any provision of the Plan would, by its inclusion in the Plan, prevent or preclude the Court from entering the Confirmation Order, the Court, on the request of the Debtor, in consultation with the Committee, may modify or amend such provision, in whole or in part, as necessary to cure any defect or remove any impediment to the Confirmation of the Plan existing by reason of such provision; provided, however, that such modification shall not be effected except in compliance with Sections 10.1 and 10.2 of the Plan.

Section 13.8 Reservation of Rights. If the Plan is not confirmed for any reason, the rights of all parties in interest in the Case are and shall be reserved in full. Any concession reflected or provision contained herein, if any, is made for purposes of the Plan only, and if the Plan does not become effective, no party in interest in the Case shall be bound or deemed prejudiced by such concession.

Section 13.9 Binding Effect; Counterparts. The provisions of the Plan shall bind all holders of Claims against the Debtor, whether or not they have accepted the Plan. The Plan may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Plan.

Section 13.10 Dissolution of the Committee. The functions of the Committee shall terminate on the Effective Date and the Committee shall be deemed dissolved as of such date; *provided, however*, that following the Confirmation Date, the attorneys to the Committee shall be entitled to assert any Claims for compensation for services rendered or reimbursement for expenses incurred after the Confirmation Date, which fees and expenses shall be paid in the ordinary course of business upon submission to the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, with appropriate documentation.

Section 13.11 Rule 2002 List. On and after the Effective Date, the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, shall maintain the list of parties entitled to receive notices in this Case in accordance with Bankruptcy Rule 2002 (the "Rule 2002 List"). Any party that desires to remain on the Rule 2002 List in the Case shall, within thirty (30) days of the Effective Date, file a renewed request for receipt of notices and serve copies of such request by mail upon the Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, with a copy to the Reorganized Debtor. The Reorganized Debtor, or, if the Distribution Trust is required to be created under the Plan, the Distribution Trustee, may remove from the Rule 2002 List any party that does not file and serve a renewed request within 30 days after the Effective Date, provided, however, that the Office of the U.S. Trustee shall remain on the Rule 2002 List without the need to file a renewed request for receipt of notices. Any party removed from the Rule 2002 List in accordance with this paragraph shall be added back to the Rule 2002 List promptly upon the filing and service of a renewed request by such party in accordance with this paragraph.

Section 13.12 Notices. All notices, requests, and demands to or upon the Debtor or the Reorganized Debtor, as the case may be, must be in writing (including by facsimile transmission and electronic mail) with a copy provided to the Committee and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission or by electronic mail, when received and telephonically confirmed, addressed as follows:

COZEN O'CONNOR

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1201 N. Market St., Suite 1001
Wilmington, DE 19801
Tel: (302) 295-2000
Fax: (302) 295-2013
E-mail: jcarroll@cozen.com

With a copy to counsel to the Committee:

PEPPER HAMILTON LLP

Francis J. Lawall, Esq.
Eighteenth and Arch Streets
Philadelphia, PA 19103
Tel: (215) 981-4000

Fax: (215) 981-4750

E-mail: lawallf@pepperlaw.com

Until the Allowed Bond Indebtedness Claim is paid in Cash in full, with a copy to counsel to the Indenture Trustee:

REED SMITH LLP

Eric A. Schaffer, Esq.

Reed Smith Centre

225 Fifth Avenue, Suite 1200

Pittsburgh, PA 15222

Tel: (412) 288-4202

Fax: (412) 288-3063

E-mail: eschaffer@reedsmith.com

Section 13.13 Plan or Confirmation Order Controls. In the event and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of the Plan shall control and take precedence, and to the extent that any provision of the Confirmation Order is inconsistent with the Plan, the Confirmation Order shall control.

Dated: October 22, 2014

COZEN O'CONNOR

/s/ John T. Carroll, III

By:

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