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

IN RE:	§	
	§	
DTF CORPORATION,	§	Case No. 11-37362-sgj-11
	§	
Debtor.	§	Chapter 11

FIRST AMENDED DISCLOSURE STATEMENT FOR FIRST AMENDED PLAN OF REORGANIZATION FOR DTF CORPORATION

Formerly known as "International Hospital Corporation"

(DATED AS OF SEPTEMBER 25, 2013)

Submitted By:

DTF Corporation

Plan Proponent

John P. Lewis, Jr.
Texas Bar No. 12294400
1412 Main Street, Suite 210
Dallas, Texas 75202
Telephone: (214) 742-5925
Facsimile: (214) 742-5928
Email: jplewisjr@mindspring.com

ATTORNEY FOR DTF CORPORATION,
DEBTOR AND DEBTOR IN POSSESSION

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED BY DEBTOR, DTF CORPORATION AS THE PLAN PROPONENT. THIS DISCLOSURE STATEMENT DESCRIBES THE TERMS AND PROVISIONS OF THE FIRST AMENDED PLAN OF REORGANIZATION DATED AS OF SEPTEMBER 25, 2013. ANY TERM USED IN THIS DISCLOSURE STATEMENT THAT IS NOT DEFINED HEREIN HAS THE MEANING ASCRIBED TO THAT TERM IN THE PLAN OR AS SUCH TERM MAY BE DEFINED IN THE UNITED STATES BANKRUPTCY CODE. A COPY OF THE PLAN IS INCLUDED WITH THIS DISCLOSURE STATEMENT.

WHILE THE DEBTOR BELIEVES THAT THE DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION WITH RESPECT TO THE INFORMATION SUMMARIZED HEREIN, CREDITORS SHOULD REVIEW THE ENTIRE PLAN AND EACH OF THE DOCUMENTS REFERENCED HEREIN, AND SHOULD SEEK THE ADVICE OF THEIR OWN COUNSEL BEFORE DECIDING HOW TO VOTE ON THE PLAN AND WHETHER TO ACCEPT OR REJECT THE PLAN.

EXCEPT FOR THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, ANY EXHIBITS TO THIS DISCLOSURE STATEMENT, OR THE PLAN ITSELF, NO REPRESENTATIONS ARE MADE BY THE PLAN PROPONENT CONCERNING THE DEBTOR, THE DEBTOR'S ASSETS, THE DEBTOR'S LIABILITIES, THE PAST OR FUTURE OPERATION OF THE DEBTOR OR ITS PROPERTIES, THE PLAN, OR ANY ALTERNATIVE TO THE PLAN. ANY SUCH ADDITIONAL REPRESENTATIONS ARE NOT AUTHORIZED BY THE PLAN PROPONENT, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN MAKING ANY DECISIONS WITH RESPECT TO THE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN, OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS, ARE UNAUTHORIZED AND SHOULD BE REPORTED TO THE DEBTOR'S COUNSEL.

DEBTOR IS REQUESTING THAT THE BANKRUPTCY COURT COMBINE THE HEARINGS ON THE ADEQUACY OF ITS DISCLOSURE STATEMENT AND CONFIRMATION OF THIS PLAN. CONSEQUENTLY THE DISCLOSURE STATEMENT ACCOMPANYING THIS PLAN HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT UNDER SECTION 1125 OF THE BANKRUPTCY CODE.

EVEN IF THIS DISCLOSURE STATEMENT IS APPROVED AT THE CONFIRMATION HEARING THE APPROVAL OF THE DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT WILL NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTY OF THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.

NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT, EXPRESS OR IMPLIED, IS INTENDED TO CREATE ANY COMMITMENT OR OBLIGATION OF THE DEBTOR, ANY OTHER PLAN PROPONENT, OR ANY OTHER PARTY, NOR SHALL IT BE CONSTRUED AS CONFERRING UPON ANY PERSON ANY RIGHTS, BENEFITS OR REMEDIES OF ANY NATURE WHATSOEVER.

THE DISCLOSURE STATEMENT IS INFORMATIONAL ONLY. ADDITIONALLY, CREDITORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE.

EACH CREDITOR SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY MATTER CONCERNING THE PLAN, INCLUDING THE TREATMENT OF CLAIMS UNDER THE PLAN, THE RELEASES PROVIDED BY AND PROPOSED UNDER THE PLAN, THE TRANSACTIONS AND INJUNCTIONS PROVIDED UNDER THE PLAN, AND THE VOTING PROCEDURES AND ELECTIONS APPLICABLE TO THE PLAN AND THE PARTIES TO THIS BANKRUPTCY CASE.

INITIAL SUMMARY OF DEBTOR'S BUSINESS AND PLAN

DTF Corporation (f/k/a "International Hospital Corporation", the "**Debtor**"), voluntarily filed a petition seeking relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. 101, et seq., the "**Bankruptcy Code**") on November 21, 2011. The Debtor has proposed a First Amended Plan of Reorganization (as the same may be further amended, supplemented, modified, or restated in whole or in part, the "**Plan**") for the reorganization of Debtor's business and financial affairs and the satisfaction and resolution of all outstanding creditor claims against, and equity interests in, the Debtor in accordance with the applicable provisions of the Bankruptcy Code.

This Disclosure Statement contains a discussion of the Debtor's history, business, properties, results of operations, and projections of future operations, as well as a summary and description of the Plan and certain related matters, to assist creditors in voting on the Plan. No materials other than this Disclosure Statement, the Plan, and any exhibits and schedules attached hereto or thereto or referenced herein or therein have been authorized by the Debtor for use in soliciting acceptances or rejections of the Plan.

SUMMARY OVERVIEW

Debtor is a Texas corporation that was organized in 1991 to provide management services and personnel to numerous affiliated companies involved in the ownership and operation of healthcare facilities in foreign jurisdictions such as Mexico, Brazil, and Costa Rica. Debtor is not engaged in any other business or operations. Debtor's sole shareholder is International Hospital Corporation Holding, N.V. ("**Parent Company**"), a company organized under the laws of the Netherlands. Debtor's management contracts under which it provided such management services were terminated in September and October 2011 due to Debtor's financial condition and the pendency of numerous lawsuits against the Debtor that jeopardized Debtor's ability to continue to provide such services and concerns of the counter-parties to such agreements that such matters would adversely affect or impair the operations of the healthcare facilities owned and operated by such parties and the effect of such matters on local regulatory and licensing requirements and authorities.

Debtor does not own any real property. Debtor's property consists primarily of (a) 99.8% of the stock in Hospital Privado de Monterrey, S.A. de C.V., a Mexican company that operates a healthcare facility in Monterrey, Mexico ("**Privado**"), which stock is pledged to Minerva Partners, Ltd, and (b) numerous promissory notes and accounts receivables due from its foreign affiliates, which notes and receivables were listed in Debtor's Bankruptcy Schedules at an approximate aggregate face amount of $20,081,916.00. Debtor's Bankruptcy Schedules also listed numerous notes payable and accounts payables to its foreign affiliates at an

approximate aggregate face amount of $11,030,535.00 that may reduce or offset the amount actually payable to the Debtor on account of such accounts and notes receivables in whole or in part.

For many years, the Parent Company had sought to recapitalize and refinance the debts and operations of the Debtor and Parent Company's other subsidiary or affiliated companies through debt and equity offerings in the capital markets. The crisis occurring in the global economy that began in late 2007 and continued for several years thereafter substantially impeded its efforts to find new capital or refinancing, however. During the past 22 months, the Parent Company has engaged in extensive efforts and negotiations to obtain such recapitalization and refinancing through the capital markets and now believes that it will be able to close a transaction with Grupo Angeles Servicios de Salud, S.A. de C.V. (together with any affiliate, designee, or assignee of any interests in or rights under the transaction in whole or in part, "**Angeles**"), a Mexican corporation that is not affiliated with Debtor, Parent Company, or any of their affiliates, that will enable it, among other things, to pay and satisfy substantially all of the debts of the Debtor in accordance with the terms of this Plan should it be confirmed by the Bankruptcy Court. In addition, Debtor, Parent Company, and certain of their Affiliates have entered into settlement agreements with the Jordan Parties and the Minerva Claimants (as such terms are defined in this Plan) resolving all disputes and treatment regarding the Claims of such parties.

If the pending transactions with Angeles close and fund as expected, the Parent Company intends to use a portion of the proceeds of such transactions to fund this Plan by arranging for the following: First, Parent Company will cause up to $9,049,996.95 (as adjusted)[1] (the "**Creditor Fund**") to be made available for payment of Allowed Administrative Claims (including Allowed Professional Fee Claims) and Allowed Claims, if any, in Class 1, Class 2, Class 4, Class 5, Class 6, and Class 7 through (a) the payment by Debtor's affiliated companies of a portion of the net amount of their respective notes and accounts receivable to Debtor, and (b) if and to the extent necessary, making new capital contributions to Debtor in an amount necessary to fund any shortfall in the Creditor Fund after repayment of the notes and receivables due Debtor from its affiliates. Additionally, Debtor's Affiliate guarantors or co-obligors as to the claims of ViewPoint Bank, NA (formerly Highlands Bank of Texas) and Plains Capital Bank will pay the claims of those respective creditors in full pursuant to the terms of this Plan through funds provided through such refinancing and recapitalization. In addition, Privado will issue new common stock to Angeles (or its assigns or designees) in exchange for an amount sufficient to pay in full the agreed upon amount (estimated to exceed $20,000,000.00 as of the date of this Plan) of the claims of the Minerva Claimants (as defined in this Plan).

[1] The actual amount of the Creditor Fund to be established under this Plan may be reduced by the amount of any payments to Plains Capital Bank and ViewPoint Bank, N.A. subsequent to January 31, 2013, including, without limitation, any payments made to either of such Claimants in conjunction with the closing of the Angeles Transaction, on account of their respective Allowed Class 4 and Class 5 Claims, but exclusive of payments attributable to the View Point Reserve Account.

Debtor believes that the foregoing treatment and transactions will satisfy all or substantially all of the allowable claims against the Debtor, provide for 100% payment to Debtor's secured creditors, and payments to Debtor's unsecured creditors ranging from 90% to 100%. Accordingly, this Plan is proposed to internally recapitalize and reorganize the Debtor's financial affairs and operations and to preserve and maximize the value of the Debtor's properties for the benefit of all creditors possessing allowed claims and to thereby provide the greatest potential recovery to all creditors.

The following table presents a summary of claims and proposed treatment under the Plan.[2]

Classification and Description of Claimants	**Estimated Number of Claimants Within Class**	**Aggregate Amount of Claims Included on Debtor's Schedules or Filed by Creditors in Proofs of Claim on Claims Register**	**Proposed Treatment**
Administrative Claims	1	Fees to United States Trustee	Payment on Effective Date Unimpaired
Professional Fee Claims	1	Not Applicable Estimated Range: $100,000.00 - $150,000.00	Payment on Effective Date or Upon Approval by Bankruptcy Court, Whichever is Later Unimpaired
Priority Tax Claims, if any	-0-	None	Paid With Interest on Effective Date - Unimpaired
Class 1: Secured Tax Claims, if any	-0-	None	Paid With Interest on Effective Date - Unimpaired
Class 2: Priority Non-Tax Claims, if any	-0-	None	Payment on Effective Date or in Ordinary Course of Business Unimpaired
Class 3: Claims of Minerva Partners, Ltd. and any and all Affiliated Persons or Entities	1	$16,238,045.05	Payment of $20,126,148.93 (Plus Continuing Interest Accruals on $15,250,000.00 Principal Amount Included in Such Claim) in Accordance With Minerva Settlement by Privado From Proceeds of Stock Offering to Angeles – Impaired
Class 4: Secured Claims of Plains Capital Bank	1	$1,361,174.78	Payment on Angeles Closing Date (or Shortly Thereafter) With Interest by Affiliate Co-Obligors or Guarantors From Proceeds of Angeles Transaction – Impaired – Litigation Against Jordan Estate Dismissed With Prejudice

[2] This summary is provided only for illustrative purposes and convenience of reference. The express and specific terms of the Plan shall govern and control any inconsistency or conflict between this descriptive summary and the actual terms of the Plan.

Class 5: Secured Claim of View Point Bank, NA	1	$1,237,111.24	Payment on Angeles Closing (or Shortly Thereafter) With Interest by Affiliate Co-Obligors or Guarantors From Proceeds of Angeles Transaction - Impaired
Class 6: Secured Claim of the Jordan Estate	1	$5,260,434.00 (Secured Portion of Amount Scheduled as Unsecured)	Payment in Full on Effective Date Without Interest From Proceeds of Angeles Transaction – Impaired
Class 7: Other Unsecured Claims	40	$12,265,246.00 Includes Claims That are Disputed as to Liability or Amount – Includes Claims of Jordan Estate on Account of Claims of ViewPoint Bank, Plains Capital Bank, and BOKF, NA	Allowed Claims Paid Without Interest Through Pro Rata Share of Balance of Creditor Fund in the amount of $9,049,996.95 (as Adjusted) Remaining After Payments for Administrative Claims (Including Professional Fee Claims) and to any Class 1, Class 2, Class 4, Class 5, and Class 6 Claimants – Jordan Parties Receive Benefits of Jordan Settlement Agreement Impaired
Class 8: Unsecured Claims of Affiliates	6	$11,030,535.00	No Distribution or Payment Other Than Through Offset and Recoupment Against Notes and Accounts Payable to Debtor Impaired
Class 9: Equity Interests	1	100% of Debtor's Equity Interests	Retained Following Confirmation of Plan Parent Corporation to Contribute New Capital to Debtor to Fund Shortfall, if any, in Creditor Fund Impaired

I.

INTRODUCTION

A. Filing of the Debtor's Chapter 11 Reorganization Case

The Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code on November 21, 2011 (the "**Petition Date**"), in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the "**Bankruptcy Court**"). Since the Petition Date, the Debtor has continued to manage its financial affairs and assets as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Purpose of Disclosure Statement

This Disclosure Statement is submitted in accordance with section 1125 of the Bankruptcy Code for the purpose of soliciting acceptances of the Plan from holders of certain Classes of Claims. The only Creditors whose acceptances of the Plan are sought are creditors

possessing Claims that are "impaired" by the Plan, as that term is defined in section 1124 of the Bankruptcy Code, and who are receiving distributions under the Plan. Holders of Claims or Interests that are not "impaired" are deemed to have accepted the Plan.

This Disclosure Statement has been prepared and submitted pursuant to the provisions of Section 1125 of the Bankruptcy Code, which requires that a copy of the Plan, or a summary thereof, be submitted to all holders of Claims against, and Interests in, the Debtor, along with a written Disclosure Statement containing adequate information about the Debtor of a kind, and in sufficient detail, as far as is reasonably practicable, that would enable a hypothetical, reasonable investor typical of Creditors and holders of Interests to make an informed judgment in exercising their right to vote on the Plan.

Section 1125 of the Bankruptcy Code provides, in pertinent part:

(b) An acceptance or rejection of a plan may not be solicited after the commencement of the case under this title from a holder of a claim or interest with respect to such claim or interest, unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information. The court may approve a disclosure statement without a valuation of the Debtor or an appraisal of the Debtor's assets.

* * *

(d) Whether a disclosure statement required under subsection (b) of this section contains adequate information is not governed by any otherwise applicable non-bankruptcy law, rule, or regulation, but an agency or official whose duty is to administer or enforce such a law, rule, or regulation may be heard on the issue of whether a disclosure statement contains adequate information. Such an agency or official may not appeal from, or otherwise seek review of, an order approving a disclosure statement.

(e) A person that solicits acceptance or rejection of a plan, in good faith and in compliance with the applicable provisions of this title, or that participates, in good faith and in compliance with the applicable provisions of this title, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the Debtor, of an affiliate participating in a joint plan with the Debtor, or of a newly organized successor to the Debtor under the plan, is not liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing solicitation of acceptance or rejection of a plan or the offer, issuance, sale, or purchase of securities.

This Disclosure Statement has not yet been approved by the Bankruptcy Court since the Debtor has requested the Bankruptcy Court to combine the hearing on this Disclosure Statement at the same time as the hearing on Confirmation of the Plan in order to expedite the confirmation process. Such approval, if obtained, is required by the Bankruptcy Code and will not constitute a judgment or determination by the Bankruptcy Court as to the desirability of

the Plan, or as to the value or suitability of any consideration or treatment proposed or offered under the Plan. Such approval will indicate, however, that the Bankruptcy Court has determined that the Disclosure Statement meets the requirements of Section 1125 of the Bankruptcy Code and contains adequate information to permit the holders of Allowed Claims, whose acceptance of the Plan is solicited, to make an informed judgment regarding acceptance or rejection of the Plan.

The Approval By The Bankruptcy Court Of This Disclosure Statement If Granted at the Confirmation Hearing Will Not Constitute An Endorsement By The Bankruptcy Court Of The Plan Or A Guarantee Of The Accuracy Or Completeness Of The Information Contained Herein. The Material Herein Contained Is Intended Solely For The Use Of Creditors And Holders Of Interests Of The Debtor In Evaluating The Plan And Voting To Accept Or Reject The Plan And, Accordingly, May Not Be Relied Upon For Any Purpose Other Than The Determination Of How To Vote On The Plan. Debtor's Reorganization Pursuant To The Plan Is Subject To Numerous Conditions And Variables And There Can Be No Absolute Assurance That The Plan, As Contemplated and Proposed, Will Be Effectuated As To Debtor.

Debtor Believes That The Plan And The Treatment Of Claims Under The Plan Are In The Best Interests of Creditors, And Urge That You Vote To Accept The Plan.

This Disclosure Statement Has Not Been Approved Or Disapproved By The United States Securities & Exchange Commission, Nor Has The United States Securities & Exchange Commission Passed Upon The Accuracy Or Adequacy Of The Statements Contained Herein. Any Representation To The Contrary Is Unlawful.

This Disclosure Statement And Any Exhibits or Appendices May Contain Forward-Looking Statements Relating To Business Expectations, Asset Sales Projections, And Liquidation Analysis. Business Plans May Change As Circumstances Warrant. Actual Results May Differ Materially As A Result Of Many Factors, Many Of Which the Debtor Has No Control Over.

C. Hearing on Confirmation of the Plan and Approval of Disclosure Statement

The Bankruptcy Court has set _____, 2013, at _____ o:clock, __. m. Dallas, Texas Time, as the time and date for the hearing (the "**Confirmation Hearing**") to determine the adequacy of this Disclosure Statement under the Bankruptcy Code and whether the Plan has been accepted by the requisite number of Creditors and whether the other requirements for Confirmation of the Plan have been satisfied. Once commenced, the Confirmation Hearing may be adjourned or continued by announcement in open court with no further notice.

Holders of Claims against the Debtor may vote on the Plan by completing and delivering the enclosed Ballot to: John P. Lewis, Jr., 1412 Main Street, Suite 210, Dallas, Texas 75202 (for more information, call Telephone No. 214-742-5925). **Ballots must be actually received on or before 5:00 p.m. Dallas, Texas time on_____, 2013, in order to be effective and included within the "voting tally" for purposes of determining whether a class of creditors has accepted or rejected the Plan**.

If the Plan is rejected by one or more impaired Classes of creditors or holders of Interests, the Plan, or a modification thereof, may still be confirmed by the Bankruptcy Court under section 1129(b) of the Bankruptcy Code (commonly referred to as a "**cramdown**") if the Bankruptcy Court determines, among other things, that the Plan does not discriminate unfairly and is fair and equitable with respect to the rejecting Class or Classes of creditors or holders of Interests impaired by the Plan. The procedures and requirements for voting on the Plan are described in more detail below.

D. Sources of Information

Except as otherwise expressly indicated, the portions of this Disclosure Statement describing the Debtor, its businesses, properties and management, and the Plan have been prepared from information furnished by the Debtor. Unless an information source is otherwise noted, the statement was derived from information provided by the Debtor. If the Debtor's management, appraisers, or other party have prepared any financial projections that are included within (or attached as an appendix or exhibit to) this Disclosure Statement, a large portion of the assumptions in those financial projections are based solely upon such party's industry experience, judgment, and expectations. The assumptions used to derive any *pro forma* projections, anticipated sales proceeds, or operating results are based on the Debtor's historical experience and industry information available to management and its consultants.

Certain of the materials contained in this Disclosure Statement may have been taken directly from other readily accessible documents or are digests of other documents. While the Debtor has made every effort to retain the meaning of such other documents or portions that have been summarized, the Debtor urges that any reliance on the contents of such other documents should depend on a thorough review of the documents themselves. In the event of a discrepancy between this Disclosure Statement and the actual terms of a document, the actual terms of such document shall apply.

The authors of the Disclosure Statement have compiled information from the Debtor without professional comment, opinion or verification and do not suggest comprehensive treatment has been given to matters identified herein. Each Creditor and holder of an Interest is urged to independently investigate any such matters prior to reliance thereon.

The statements contained in this Disclosure Statement are made as of the date hereof unless another time is specified, and neither the delivery of this Disclosure Statement nor any exchange of rights made in connection with it shall, under any circumstances, create an implication that there has been no change in the facts set forth herein since the date hereof.

No statements concerning the Debtor, the value of its properties, or the value of any benefit offered to any holder of a Claim or Interest in connection with the Plan should be relied upon other than as set forth in this Disclosure Statement. In arriving at your decision, you should not rely on any representation or inducement made to secure your acceptance or rejection that is contrary to information contained in this Disclosure

Statement, and any such additional representations or inducements should be reported to counsel for the Debtor, John P. Lewis, Jr. 1412 Main Street, Suite 210, Dallas, Texas 75202; Telephone: (214) 742-5925; Email: jplewisjr@mindspring.com.

II.

EXPLANATION OF CHAPTER 11

A. Overview of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Pursuant to Chapter 11, a debtor-in-possession attempts to reorganize its business and financial affairs for the benefit of the Debtor, its creditors, and other parties-in-interest.

The commencement of a Chapter 11 case creates an estate comprising all the legal and equitable interests of the Debtor in property as of the date the petition is filed. Unless the Bankruptcy Court orders the appointment of a trustee, Sections 1101, 1107 and 1108 of the Bankruptcy Code provide that a Chapter 11 Debtor may continue to operate its business and control the assets of its estate as a "debtor-in-possession", which is how the Debtor has operated since the Petition Date.

The filing of a Chapter 11 petition also triggers the automatic stay, which is provided by Section 362 of the Bankruptcy Code. The automatic stay essentially halts all attempts to collect pre-petition claims from the Debtor or to otherwise interfere with the Debtor's business or its estate.

Formulation of a plan of reorganization is the principal purpose of a Chapter 11 case. The plan sets forth the means for satisfying the claims of creditors against and interests of equity security holders in the Debtor.

B. Plan of Reorganization

A plan of reorganization provides the manner in which a Debtor will satisfy the claims of its creditors. After the plan of reorganization has been filed, the holders of claims against or interests in a Debtor are permitted to vote on whether to accept or reject the plan. Chapter 11 does not require that each holder of a claim against or interest in a Debtor vote in favor of a plan of reorganization in order for the plan to be confirmed. At a minimum, however, a plan of reorganization must be accepted by a majority in number and two-thirds in amount of those claims actually voting from at least one class of claims impaired under the plan. The Bankruptcy Code also defines acceptance of a plan of reorganization by a class of interests (equity securities) as acceptance by holders of two-thirds of the number of equity interests actually voted.

Classes of claims or interests that are not "impaired" under a plan of reorganization are conclusively presumed to have accepted the plan and, thus, are not entitled to vote. Acceptances of the Plan in this case are being solicited only from those persons who hold Claims in an impaired Class. A Class is "impaired" if the legal, equitable, or contractual rights attaching to the

Claims or Interests of that Class are modified. Modification does not include curing defaults and reinstating maturity or payment in full in cash.

Even if all classes of claims and interests accept a plan of reorganization, the Bankruptcy Court may nonetheless still deny confirmation. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and, among other things, the Bankruptcy Code requires that a plan of reorganization be in the "best interests" of creditors and equity security holders and that the plan of reorganization be feasible. The "best interests" test generally requires that the value of the consideration to be distributed to claimants and interest holders under a plan may not be less than those parties would receive if that Debtor were liquidated under a hypothetical liquidation occurring under Chapter 7 of the Bankruptcy Code. A plan of reorganization must also be determined to be "feasible", which generally requires a finding that there is a reasonable probability that the Debtor will be able to perform the obligations incurred under the plan of reorganization, and that the Debtor will be able to continue operations without the need for further financial reorganization.

The Bankruptcy Court may confirm a plan of reorganization even though fewer than all of the classes of impaired claims and interests accept it. In order for a plan of reorganization to be confirmed despite the rejection of a class of impaired claims or interests, the proponent of the plan must show, among other things, that the plan of reorganization does not discriminate unfairly and that the plan is fair and equitable with respect to each impaired class of claims or interests that has not accepted the plan of reorganization.

Under Section 1129(b) of the Bankruptcy Code, a plan is "fair and equitable" as to a class if, among other things, the plan provides: (a) that each holder of a claim included in the rejecting class will receive or retain on account of its claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (b) that the holder of any claim or interest that is junior to the claims of such class will not receive or retain on account of such junior claim or interest any property at all.

The Bankruptcy Court must further find that the economic terms of the plan of reorganization meet the specific requirements of Section 1129(b) of the Bankruptcy Code with respect to the particular objecting class. The proponent of the plan of reorganization must also meet all applicable requirements of Section 1129(a) of the Bankruptcy Code (except Section 1129(a)(8) if the proponent proposes to seek confirmation of the plan under the provisions of Section 1129(b)). These requirements include the requirement that the plan comply with applicable provisions of the Bankruptcy Code and other applicable law, that the plan be proposed in good faith, and that at least one impaired class of creditors has voted to accepted the plan.

III.

VOTING PROCEDURES AND REQUIREMENTS FOR CONFIRMATION

If you are in one of the Classes of Claims whose rights are affected by the Plan (*see* "Summary of the Plan" below), it is important that you vote. **If you fail to vote, your rights may be jeopardized.**

A. "Voting Claims" -- Parties Entitled to Vote

Pursuant to the provisions of Section 1126 of the Bankruptcy Code, holders of Claims or Interests that are (i) allowed, (ii) impaired, and (iii) that are receiving or retaining property on account of such Claims or Interests pursuant to the Plan, are entitled to vote either for or against the Plan ("**Voting Claims**"). Accordingly, in these cases, any holder of a Claim classified in Classes 1 through 9 (including any sub-class within such classes, such as each of the Junior Noteholders) of the Plan may have a Voting Claim and should have received a ballot for voting (with return envelope) in these Disclosure Statement and Plan materials (hereinafter, "**Solicitation Package**") since these are the Classes consisting of impaired Claims that are receiving distributions of payments or property under the Plan.

As referenced in the preceding paragraph, a Claim must be allowed to be a Voting Claim. The Debtor filed schedules in these bankruptcy cases listing Claims against the Debtor. To the extent a creditor's Claim was listed in the Debtor's schedules (or any supplemental or amended schedules), and was **not** listed as disputed, contingent, or unliquidated, it is deemed "allowed" unless or until a party in interest timely files an objection to such Claim. Any creditor whose Claim was not scheduled, or was listed as disputed, contingent or unliquidated, must have timely filed a proof of Claim in order to have an "allowed" Claim. **As of the date of this Disclosure Statement, the "claims bar date" for filing proofs of claim timely is April 9, 2012**. Absent an objection to that proof of Claim, it is deemed "allowed." In the event that any proof of Claim is subject to an objection by the Debtor as of or during the Plan voting period ("**Objected-to Claim**"), then, by definition, it is not "allowed," for purposes of Section 1126 of the Bankruptcy Code, and is not to be considered a Voting Claim entitled to cast a ballot. Nevertheless, pursuant to Bankruptcy Rule 3018(a), the Debtor or the holder of an Objected-to Claim may file a motion with the Bankruptcy Court, after notice and hearing, to allow the Claim temporarily for voting purposes in an amount that the Bankruptcy Court deems proper. Allowance of a Claim for voting purposes, and disallowance for voting purposes, does not necessarily mean that all or a portion of the Claim will be allowed or disallowed for distribution or other purposes.

By Enclosing a Ballot With This Disclosure Statement, Plan Proponent is Not Representing That You Possess or Hold An Allowable Claim Or That You Are Entitled To Vote On The Plan.

B. Return of Ballots

If you are a holder of a Voting Claim, your vote on the Plan is important. Completed ballots should either be returned in the enclosed envelope or otherwise sent to counsel for the Debtor at the following address:

John P. Lewis, Jr.
1412 Main Street, Suite 210
Dallas, Texas 75202
Telephone: 214-742-5925
Facsimile: 214-742-5928
Email: jplewisjr@mindspring.com

1. Deadline for Submission of Ballots

Ballots must actually be received by Debtor's counsel, whether by mail, facsimile, or hand-delivery, by [insert balloting date] 2013 at 5:00 P.M. Dallas, Texas Time (The "Ballot Return Date"). Any Ballots received after that time will not be counted. Any Ballot which is not executed by a person authorized to sign such Ballot will not be counted. If you have any questions regarding the procedures for voting on the Plan, contact Counsel for the Debtor, John P. Lewis, Jr., 1412 Main Street, Suite 210, Dallas, Texas 75202, Telephone (214) 742-5925, Telecopy (214) 742-5928, Email: jplewisjr@mindspring.com.

Debtor Urges All Holders Of Voting Claims To Vote In Favor Of The Plan.

C. Confirmation of Plan

1. Solicitation of Acceptances

The Debtor is soliciting your vote. The cost of any solicitation by the Debtor will be borne by the Debtor. No other additional compensation shall be received by any party for any solicitation other than as disclosed to and approved by the Bankruptcy Court.

No Representations Or Assurances, If Any, Concerning The Debtor (Including, Without Limitation, Its Future Business Operations Or Projections of Anticipated Property Sale Prices or Net Sale Proceeds) Or The Plan Are Authorized By The Debtor Other Than As Set Forth In This Disclosure Statement. Any Representations Or Inducements Made By Any Person To Secure Your Vote That Are Other Than Herein Contained Should Not Be Relied Upon By You In Arriving At Your Decision, And Such Additional Representations Or Inducements Should Be Reported To Counsel For The Debtor So That He May Take Such Action As May Be Deemed Appropriate On Account Thereof.

This Is A Solicitation Solely By The Debtor And Is Not A Solicitation By Any Officer, Director, Shareholder, Partner, Member, Attorney, Or Accountant For The Debtor. The Representations, If Any, Made Herein Are Those Of The Plan Proponent And Not Of Such Officers, Directors, Shareholders, Partners, Members, Attorneys, Or Accountants, Except As May Be Otherwise Specifically And Expressly Indicated.

Under the Bankruptcy Code, a vote for acceptance or rejection of a plan may not be solicited unless the claimant has received a copy of a disclosure statement approved by the Bankruptcy Court prior to, or concurrently with, such solicitation. This solicitation of votes on the Plan is governed by Section 1125(b) of the Bankruptcy Code. Violation of Section 1125(b) of

the Bankruptcy Code may result in sanctions by the Bankruptcy Court, including disallowance of any improperly solicited vote.

2. Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Bankruptcy Court shall determine whether the requirements of Section 1129 of the Bankruptcy Code have been satisfied, in which event the Bankruptcy Court shall enter an Order confirming the Plan. For the Plan to be confirmed, Section 1129 requires that:

(i) The Plan complies with the applicable provisions of the Bankruptcy Code;

(ii) The Debtor has complied with the applicable provisions of the Bankruptcy Code;

(iii) The Plan has been proposed in good faith and not by any means forbidden by law;

(iv) Any payment or distribution made or promised by any Debtor or by a person issuing securities or acquiring property under the Plan for services or for costs and expense in connection with the Plan has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;

(v) The Debtor has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the Plan; the appointment to, or continuance in, such office of such individual is consistent with the interests of Creditors and holders of Interests and with public policy; and the has disclosed the identity of any insider that will be employed or retained by the Reorganized and the nature of any compensation for such insider;

(vi) Any government regulatory commission with jurisdiction, after confirmation of the Plan, over the rates of the Debtor have approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval;

(vii) With respect to each impaired Class of Claims or Interests, either each holder of a Claim or Interest of the Class has accepted the Plan or will receive or retain under the Plan on account of that Claim or Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated on such date under Chapter 7 of the Bankruptcy Code. If Section 1111(b)(2) of the Bankruptcy Code applies to the Claims of a Class, each holder of a Claim of that Class will receive or retain under the Plan on account of that Claim property of a value, as of the Effective Date, that is not less than the value of that holder's interest in the Debtor's interest in the property that secures that Claim;

(viii) Each Class of Claims or Interests has either accepted the Plan or is not impaired under the Plan;

(ix) Except to the extent that the holder of a particular Administrative Claim or Priority Claim has agreed to a different treatment of its Claim, the Plan provides that Administrative Claims and Priority Claims shall be paid in full on the Effective Date or the date on which it is Allowed;

(x) If a Class of Claims or Interests is impaired under the Plan, at least one Class of Claims or Interests that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Interest of that Class; and

(xi) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

Plan Proponents believe that the Plan satisfies all of the statutory requirements of the Bankruptcy Code and that the Plan was proposed in good faith. Plan Proponents believe that they have complied or will have complied with all the requirements of the Bankruptcy Code for confirmation of the Plan. .

3. Acceptances Necessary to Confirm the Plan

Voting on the Plan by each holder of a Claim or Interest is important. Chapter 11 of the Bankruptcy Code does not require that each holder of a Claim or Interest vote in favor of the Plan in order for the Court to confirm the Plan. Generally, to be confirmed under the acceptance provisions of Section 1126(a) of the Bankruptcy Code, the Plan must be accepted by each Class of Claims that is impaired under the Plan by Class members holding at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class actually voting in connection with the Plan; in connection with a Class of Interests, more than two-thirds (2/3) of the shares actually voted must accept to bind that Class. A Class of Interests that is impaired under the Plan accepts the Plan if more than two-thirds (2/3) in amount actually voting vote to accept the Plan. Even if all Classes of Claims and Interests accept the Plan, the Bankruptcy Court may refuse to Confirm the Plan.

4. Cramdown

In the event that any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Plan Proponent if, as to each impaired Class that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable." A plan of reorganization does not discriminate unfairly within the meaning of the Bankruptcy Code if no class receives more than it is legally entitled to receive for its claims or equity interests. "Fair and equitable" has different meanings for holders of secured and unsecured claims and equity interests.

With respect to a secured claim, "fair and equitable" means either (i) the impaired secured creditor retains its liens to the extent of its allowed claim and receives deferred cash payments at least equal to the allowed amount of its claims with a present value as of the effective date of the plan at least equal to the value of such creditor's interest in the property securing its liens, (ii) property subject to the lien of the impaired secured creditor is sold free and clear of that lien, with that lien attaching to the proceeds of sale, and such lien proceeds must be treated in accordance with clauses (i) and (iii) hereof, or (iii) the impaired secured creditor realizes the "indubitable equivalent" of its claim under the plan.

With respect to an unsecured claim, "fair and equitable" means that either (i) each impaired creditor receives or retains property of a value equal to the amount of its allowed claim, or (ii) the holders of claims and equity interests that are junior to the claims of the dissenting class will not receive any property under the plan.

With respect to equity interests, "fair and equitable" means either (i) each impaired equity interest receives or retains, on account of that equity interest, property of a value equal to the greater of the allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the equity interest; or (ii) the holder of any equity interest that is junior to the equity interest of that class will not receive or retain under the plan, on account of that junior equity interest, any property.

In the event one or more Classes of impaired Claims or Interests rejects or is deemed to have rejected the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting impaired Class of Claims or Interests.

Debtor believes that the Plan does not discriminate unfairly and is fair and equitable with respect to each Class of Claims and Interests that is impaired.

VI.
DEFINED TERMS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME UNDER PLAN AND DISCLOSURE STATEMENT

6.1 Scope of Defined Terms in Plan; Rules of Construction

For purposes of this Disclosure Statement, except as expressly defined elsewhere in this Disclosure Statement or unless the context otherwise requires, all capitalized terms used herein shall have the meanings ascribed to them in Article I of the Plan or as otherwise defined in the Plan, **WHICH DEFINED PLAN DEFINITIONS AND TERMS ARE HEREBY INCORPORATED HEREIN BY REFERENCE THERETO**. Any term used but not defined herein that is defined in the Bankruptcy Code or the Bankruptcy Rules, as the case may be, shall have the meaning ascribed in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.

6.2 Rules of Interpretation

For purposes of the Plan and this Disclosure Statement, (i) 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; (ii) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit as it may have been or may be amended, modified, or supplemented as permitted herein; (iii) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules, and Exhibits are references to Sections, Articles, Schedules, and Exhibits of or to the Plan; (iv) the words "herein," "hereto," and "hereof" refer to the Plan in its entirety rather than to a particular portion of the Plan; (v) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; and (vi) the rules of construction set forth in Bankruptcy Code section 102 and in the Bankruptcy Rules shall apply.

6.3 Computation of Time

In computing any period of time prescribed or allowed by this Disclosure Statement or the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

6.4 Reference to Monetary Figures

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

6.5 Exhibits and Plan Supplement

All exhibits to this Disclosure Statement (or to the Plan), if any, are incorporated into and are a part of this Disclosure Statement as if set forth in full therein. Holders of Claims and Interests may obtain a copy of any filed exhibits upon written request to any of the Plan Proponents. Plan Proponent explicitly reserves the right to modify or make additions to or subtractions from any exhibit or to the Plan and to amend, modify or supplement any exhibit to the Plan prior to the Confirmation Date.

VII.
PLAN'S TREATMENT OF UNCLASSIFIED CLAIMS
(Not Entitled To Vote On The Plan)

In accordance with Bankruptcy Code section 1123(a)(l), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III of the Plan. These unclassified Claims are treated under the Plan as follows:

7.1 **Administrative Claims**

Except as otherwise provided for in the Plan, each Holder of an Allowed Administrative Claim shall receive from the Reorganized Debtor in full satisfaction, release, settlement, and discharge of and in exchange for such Allowed Administrative Claim the amount of such

Allowed Administrative Claim, in Cash, on or as soon as practicable after the later of (i) the Effective Date; (ii) the date that is ten (10) Business Days after the date such Claim is Allowed; or (iii) such other date as established in the ordinary course of business or as may be agreed upon in writing by the holder of such Claim and the Debtor, or, after the Effective Date, the Reorganized Debtor.

7.2 **Priority Tax Claims**

Each Holder of an Allowed Priority Tax Claim, if any, shall receive, in full satisfaction of such holder's Allowed Claim, the amount of such holder's Allowed Priority Tax on the Effective Date or within 30 days thereafter; provided that the Debtor and the holder of such Priority Tax Claim may agree in writing to any alternate treatment of the Allowed Claim; provided, further, that such alternative treatment shall not provide a return to the holder having a present value as of the Effective Date in excess of the amount of the Allowed Priority Tax Claim. Allowed Priority Tax Claims shall accrue interest after the Petition Date at the respective statutory rates, unless there is no statutory rate. In the event there is no statutory rate, such claims will receive interest at five percent (5%).

VIII.
PLAN'S CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

8.1 Introduction

The categories of Claims and Interests set forth below classify Claims and Interests for all purposes of the Plan, including for purposes of voting, confirmation, and distribution pursuant to the Plan and Bankruptcy Code sections 1122 and 1123(a)(l). A Claim or Interest shall be deemed classified in a particular Class only to the extent that it qualifies within the description of such Class, and shall be deemed classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. Notwithstanding anything to the contrary in the Plan, a Claim or Interest shall be deemed classified in a Class only to the extent that such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

All Claims (except for Administrative Claims and Priority Tax Claims, which are not classified pursuant to Bankruptcy Code section 1123(a)(l)) are classified in the Plan as follows.

8.2 Voting; Treatment of and Acceptance by Impaired Classes

Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan shall be entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under Bankruptcy Code section 1126(e)) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under Bankruptcy Code section 1126(e)) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if the Holders (other than any

Holder designated under Bankruptcy Code section 1126(e)) of at least two-thirds in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan.

(i) Class 1: Secured Tax Claims

Classification: Class 1 consists of all Allowed Secured Tax Claims, if any, against the Debtor. **Debtor does not believe that any Claims in this Class exist and none have been filed by any taxing authority. Therefore this Class is proposed only as a precautionary matter in the event that a taxing authority hereafter asserts a Claim within this Class.**

Treatment: Each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, release and discharge of and in exchange for such Allowed Secured Tax Claim, and the lien securing the same, the following:

Interest – Secured Tax Claims shall accrue interest from the Petition Date through the Effective Date of the Plan and from the Effective Date through payment in full at the applicable non-bankruptcy state statutory rate pursuant to Sections 506(b), 511, and 1129.

Payment – The Secured Tax Claims shall be paid on the Effective Date or within 30 days thereafter.

Preservation of Liens – Each holder of an Allowed Secured Tax Claim shall retain all Liens in, to, or against any property of the Debtor and its Estate until paid and satisfied in full in accordance with the Plan, which Liens shall continue to apply and attach to the property of the Reorganized Debtor, all with the same validity, extent, and priority as otherwise exists, pending the payment of the Allowed Secured Tax Claim in full, together with all interest, each Lien securing such Allowed Secured Tax Claim shall be automatically, and without need for further order, document, or action, released and discharged.

Inchoate Liens – Allowed Secured Tax Claim Liens for current tax periods and taxes shall not be affected by the Plan. Nothing in the Plan releases, waives, or discharges any Lien arising by operation of Texas law on January 1, 2013 for year 2013 *ad valorem* taxes, which Liens and taxes shall remain payable and enforceable when due under applicable nonbankruptcy law.

Voting: Claims in Class 1 are Unimpaired.

(ii) Class 2: Priority Non-Tax Claims

Classification: Class 2 consists of all Allowed Priority Non-Tax Claims, if any, against the Debtor. **Debtor does not believe that any Claims in this Class exist and none have been filed by any taxing authority. Therefore this Class is proposed only as a precautionary matter in the event that a taxing authority hereafter asserts a Claim within this Class.**

Treatment: Except to the extent that a Holder of an Allowed Claim in Class 2 has agreed in writing with the Debtor (or the Reorganized Debtor) to a different treatment (in which event such other writing will govern), each Holder of an Allowed Claim in Class 2 shall receive in full satisfaction, release and discharge of and in exchange for, such Claim, the amount of such holders' Allowed Claim in full on Effective Date without interest.

Voting: Claims in Class 2 are Impaired. Each Holder of an Allowed Claim in Class 2 shall be entitled to vote to accept or reject the Plan.

(iii) Class 3: Claims of Minerva Interests.

Classification: Class 3 consists of any and all of the Allowed Claims of all Persons included within the Minerva Interests, including those Allowed Claims secured by a Lien on Debtor's capital stock of Privado, and including any Claims arising on account of the termination or rejection of the Minerva Stock Option Agreement, any other Executory Contracts, or other contractual obligations of Debtor, Parent Corporation, Consorcio Mexico, Privado, or any of their Affiliates with any of such Persons.

Retention of Liens on Collateral: The Holder of the Allowed Class 3 Claims shall retain all Liens on any Property constituting the Collateral for such Allowed Class 3 Claims to secure payment of such Allowed Class 3 Claims until such Claims are paid and satisfied in full in accordance with the Minerva Settlement.

Treatment and Payment of Claims: The Allowed Class 3 Claims shall be paid and satisfied in full on the Angeles Closing Date in accordance with the Minerva Settlement by payment in Cash of $20,126,148.93 plus any additional accrued interest provided by the Minerva Settlement Agreement.

Release of Liens on Collateral: The Holder of the Allowed Class 3 Claims shall release its Liens on the Collateral upon full payment and satisfaction of the Allowed Class 3 Claims.

Following payment of the foregoing amounts, neither Debtor, Parent Corporation, Consoricio Mexico, Privado, nor any of their Affiliates will have any further obligations under the Plan or otherwise to make any further payments to the Holders of the Allowed Class 3 Claims and such Allowed Class 3 Claims shall be deemed paid and satisfied in full.

Voting: Class 3 Claims are Impaired. The Holders of the Allowed Claims in Class 3 shall be entitled to vote to accept or reject the Plan.

(iv) Class 4: Claims of Plains Capital Bank

Classification: Class 4 consists of the Holder of the Allowed Claims of Plains Capital Bank.

Treatment: To the extent not paid on the Angeles Closing Date or shortly thereafter, the Allowed Class 4 Claims of Plains Capital Bank shall be paid in full with interest on the Effective Date.

Following payment of the foregoing payments, Debtor will have no further obligations under the Plan or otherwise to make any further payments to the Holder of the Allowed Class 4 Claims. Additionally, International Hospital Management Corporation shall cause Adversary Proceeding No. 12-03024 pending in the Bankruptcy Court against the Jordan Estate to be dismissed with prejudice.

Voting: Class 4 Claims are Impaired. Each Holder of an Allowed Claim in Class 4 shall be entitled to vote to accept or reject the Plan except to the extent that such Claims may be paid and satisfied in full prior to any Confirmation hearing.

(v) **Class 5**: **Secured Claim of View Point Bank, NA.**

Classification: Class 5 consists of the Allowed Claims of ViewPoint Bank, NA, f/k/a Highlands Bank of Texas.

Treatment: To the extent not paid on the Angeles Closing Date or shortly thereafter, the Allowed Class 5 Claims of ViewPoint Bank, NA shall be paid in full with interest on the Effective Date.

Retention of Liens on Collateral: The Holder of the Allowed Class 5 Claims shall retain all Liens on any Property constituting its Collateral for such Allowed Class 5 Claims to secure payment of such Allowed Class 5 Claims until such Claims are paid and satisfied in full.

Release of Liens on Collateral: The Holder of the Allowed Class 5 Claims shall release its Liens on the Collateral upon full payment and satisfaction of the Allowed Class 5 Claims.

Voting: The Class 5 Claim is Impaired. The Holder of the Allowed Claim in Class 5 shall be entitled to vote to accept or reject the Plan except to the extent that such Claims may be paid and satisfied in full prior to any Confirmation hearing.

(vi) **Class 6**: **Secured Claim of the Jordan Estate**

Classification: Class 6 consists of the Allowed Secured Claims of the Jordan Estate in the amount of $5,260,434.00.

Treatment: The Class 6 Claims of the Jordan Estate in the amount of $5,260,434.00 are hereby Allowed and shall be paid in full without interest on the Effective Date.

Retention of Liens on Collateral: The Holder of the Allowed Class 6 Claims shall retain all Liens on any Property constituting its Collateral for such Allowed Class 6 Claims to secure payment of such Allowed Class 6 Claims.

Release of Liens on Collateral: The Holder of the Allowed Class 6 Claims shall release its Liens on the Collateral upon full payment and satisfaction of the Allowed Class 6 Claims.

Voting: The Class 6 Claim is Impaired. The Holder of the Allowed Claim in Class 6 shall be entitled to vote to accept or reject the Plan.

(vii) **Class 7: Unsecured Claims**

Classification: Class 7 consists of Allowed Unsecured Claims not otherwise classified in this Plan.

Treatment: Except to the extent that a Holder of an Allowed Unsecured Claim agrees to accept less favorable treatment, each Holder of an Allowed Class 7 Claim shall be paid in Cash on the Effective Date or within 30 days following the Effective Date its Pro Rata Share of the balance of the Creditor Fund remaining after payment in full of Allowed Administrative Claims (including Allowed Professional Fee Claims) and any Allowed Class 1, Class 2, Class 4, Class 5, and Class 6 Claims, which payment shall be in full payment and satisfaction of such Allowed Class 7 Unsecured Claim. In addition to the payments and distributions to the Jordan Estate provided under this Plan on account of its Secured Class 6 Claims (in the amount of $5,260,434.00) and unsecured Class 7 Claims (which are hereby Allowed in the amount of $1,793,802.00), the Jordan Parties shall receive the benefit and treatment further provided by the Jordan Settlement Agreement.

Voting: Class 7 Claims are Impaired. Each Holder of an Allowed Class 7 Claim shall be entitled to vote to accept or reject the Plan.

Disallowed Claims of BOKF, NA and Kudea Solutiones, S.L.; Other Unsecured Claims Subject to Objections: Debtor and the Jordan Parties objected to the Claim filed by BOKF, NA, d/b/a "Bank of Texas", in the amount of $3,184,384.00. Following an evidentiary hearing on June 11, 2013, the Bankruptcy Court disallowed and denied the Claim of BOKF, NA as having been untimely filed. BOKF, NA did not appeal from the Bankruptcy Court's order disallowing its claim and therefore such disallowance is final. Consequently, the Claims of BOKF, NA are NOT included in Class 7 or any other Class and BOKF, NA will not receive any distributions under the Plan on account of its disallowed claims.

Debtor has also objected to the Claim filed by Kudea Soluciones, S.L. ("Kudea") in the amount of $705,000.00. A hearing on such objection is scheduled for October 3, 2013. Debtor expects that it will prevail on such objection and that the Bankruptcy Court will disallow and deny the Kudea Claim in full. If Debtor prevails on such objection, the Kudea Claim will NOT be included in Class 7 or any other Class and Kudea will not receive any distributions under the Plan on account of its disallowed claims.

Debtor anticipates that it will file additional objections to certain Claims that have been filed in this case or scheduled on its Bankruptcy Schedules once it has completed its review of all scheduled and filed claims in this case.

(viii) **Class 8: Claims of Debtor's Affiliates**

Classification: Class 8 consists of Allowed Unsecured Claims of entities that are affiliated with Debtor or Debtor's Parent Company.

Treatment: Each Holder of an Allowed Class 8 Claim shall be entitled to recoup or offset any claim that the Debtor possesses against such Holder against such Holder's Allowed Claim against the Debtor. Except for such offset and recoupment, such Holder shall have no further Claim against Debtor and shall not receive any distribution under this Plan on account of any Allowed Claim remaining following such offset and recoupment.

Voting: Class 8 Claims are Impaired. Each Holder of an Allowed Class 9 Claim shall be entitled to vote to accept or reject the Plan.

(ix) **Class 9: Equity Security Interests**

Classification: Class 9 consists of all Allowed Interests.

Treatment: The Holders of Interests shall retain or receive their interests in the Reorganized Debtor in exchange for capital contributions, if any, required to fund and pay any deficiency in the amount required for the Creditor Fund in the event that the Net Transaction Proceeds are insufficient to fully fund $9,049,999.65 (as adjusted) for the Creditor Fund. All Allowed Interests shall be reinstated in their entirety pursuant to the Plan.

Voting: Class 9 Interests are Unimpaired and shall not be entitled to vote on the Plan.

IX. MEANS FOR IMPLEMENTING PLAN

4.1 Angeles Transaction; Minerva Settlement; Jordan Settlement.

This Plan shall be funded and implemented through the proceeds received by Debtor, Parent Company, or their Affiliates on account of the Angeles Transactions and through the capital contribution of Class 9 Holders of Equity Interests, if necessary. The proceeds of that transaction shall include (a) all amounts received directly or indirectly by Privado on account of the anticipated additional capitalization of Privado as part of the Angeles Transaction and the use of such amounts to pay the Minerva Claimants, (b) all amounts used by Parent Corporation or its Affiliates to pay Claims of View Point Bank or Plains Capital Bank, and (c) all amounts paid to Debtor by its Affiliates on account of the net amount of inter-company notes and receivables, which amount shall be at least $9,049,996.95 less the amount of all payments for Allowed Administrative Claims (Including Professional Fee Claims) and to any Class 1, Class 2, Class 4, and Class 5 Claimants after January 31, 2013, including all payments made to such Claimants on or shortly after the Angeles Closing Date, but excluding payments to View Point Bank attributable to the View Point Reserve Fund.

The detailed terms, conditions and provisions of the Angeles Transaction are set forth in the *Debtor's Motion for Approval of Acquisition Agreement and Authoring the Sale of Certain of Debtor's Property to Grupo Angeles Servicios de Salud, S.A. de C.V. Free and Clear of All Liens, Claims, Encumbrances, and Interests* filed on September 5, 2013 and docketed at Docket No. 145 in Debtor's Chapter 11 Case. All parties are referred to such motion and the proposed acquisition agreement attached as an exhibit thereto (which documents were mailed to parties on the service list on September 5, 2013) for more information containing the Angeles Transaction.

Additionally, the Debtor and certain of its Affiliates have reached agreement with the Jordan Parties and the Minerva Interests resolving their disputes with those parties and providing treatment for their respective Claims that will be acceptable to them. Accordingly, Debtor expects the Jordan Parties and the Minerva Interests to support the Plan. More specific information about the terms of such settlements is contained in the two respective Motions to Approve Settlement Pursuant to Bankruptcy Rule 9019 filed by the Debtor on September 6, 2013

(settlement with Jordan Parties, Docket No. 147) and September 13, 2013 (settlement with Minerva Interests, Docket No. 151). All parties are referred to such motions and the settlement agreements attached as exhibits thereto (which motions and settlement agreements were mailed to parties on the service list on the dates such motions were filed) for more information containing those settlements.

The Bankruptcy Court has scheduled hearings on the Debtor's motions for approval of the Angeles Transaction, the Jordan Settlement, and the Minerva Settlement for October 7, 2013 at 2:30 p.m.

Any parties who did not receive copies of any of the foregoing motions or who do not have access to the electronic docket in this case may obtain copies of such documents upon request of Debtor's counsel.

4.2 Operations During the Period Between the Confirmation Date and the Effective Date.

During the period from the Confirmation Date through and until the Effective Date, the Debtor shall continue to operate its businesses as a Debtor in Possession, subject to the supervision of the Bankruptcy Court in compliance with the Bankruptcy Code, the Bankruptcy Rules, and all orders of the Bankruptcy Court that are then in full force and effect.

4.3 Re-Vesting of Assets

On the Effective Date, except as otherwise provided in this Plan, title to all of the Debtor's Property and Assets shall vest in the Reorganized Debtor free and clear of all Liens, claims, interests, security interests and other encumbrances and without further order of the Bankruptcy Court except for Liens that are expressly retained and preserved by this Plan. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtor may operate its business and may use, acquire, and dispose of its Property and Assets free of any restriction of the Bankruptcy Code.

4.4 Corporate Action

The entry of the Confirmation Order shall constitute authorization for the Reorganized Debtor to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation. The management of the Reorganized Debtor is authorized and directed to do all things and to execute and deliver all agreement, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and Reorganized Debtor.

4.5 Continued Organizational Existence of Debtor

The Debtor shall continue to exist after the Effective Date as a separate entity, with all the powers available to such legal entity, in accordance with applicable laws.

4.6 Post Effective Date Management

Upon the occurrence of the Effective Date, the management, control, and operation of the Reorganized Debtor shall continue to be the responsibility of the Debtor's current board of directors and officers, which directors and officers shall continue to hold such offices until and unless a successor for any of them is appointed in accordance with applicable laws. Gary B. Wood shall continue to serve as Debtor's Chief Executive Officer and Christopher L. Chatten shall continue to serve as Debtor's Chief Financial Officer. There will be no change in the Debtor's current board of directors.

4.7 Distribution Procedures

Any payments or distributions to be made by the Reorganized Debtor to Claimants as required by the Plan shall be made only to the holders of Allowed Claims. Any payments or distributions to be made by the Reorganized Debtor shall be made pursuant to the Plan, provided that Debtor or its Affiliates may make payments to Claimants on the Angeles Closing Date in accordance with the Jordan Settlement Agreement and the Minerva Settlement. Any payment, delivery or distribution by the Reorganized Debtor pursuant to the Plan, to the extent delivered by the United States mail, shall be deemed made when deposited by the Reorganized Debtor into the United States mail. Distributions or deliveries required to be made by the Plan on a particular date shall be deemed to have been made on such date if actually made on such date or as soon thereafter as practicable taking into account the need to establish reserves and account for Disputed Claims. No payments or other distributions of property shall be made by Debtor or Reorganized Debtor on account of any Claim or portion thereof unless and until such Claim or portion thereof is Allowed by the express terms of this Plan or by Final Order. The Reorganized Debtor will establish reserves for Disputed Claims, and defer or delay distributions to ensure an equitable and ratable distribution to Holders of Allowed Claims, in accordance with the terms of the Plan. The Debtor and the Reorganized Debtor will make no distributions upon a Claim held by a party against whom the Debtor or the Reorganized Debtor asserts any Avoidance Action until resolution of the Avoidance Action by settlement, Final judgment, or as otherwise provided by a Final Order of the Bankruptcy Court. Avoidance Actions are retained as property of the Debtor under the Bankruptcy Code and such actions may be pursued solely by the Debtor or, after the Effective Date, the Reorganized Debtor.

4.8 Cancellation of Existing Secured Claims

Upon the full payment or other satisfaction of any Allowed Secured Claim, or promptly thereafter, the Holder of such Allowed Secured Claim shall deliver to the Debtor (or Reorganized Debtor after the Effective Date) any Collateral or other property of any Debtor held by such Holder, and any termination statements, instruments of satisfactions, or releases of all Liens or security interests with respect to its Allowed Secured Claim that may be reasonably required in order to terminate any related financing statements, deeds of trust, mortgages, mechanic's liens, or *lis pendens*.

4.9 Preservation of Rights of Action; Settlement

All rights, claims, Causes of Action, (including Avoidance Actions, which definition explicitly includes preference actions pursuant to 11 U.S.C. § 547), defenses, and counterclaims of or accruing to the Debtor or its Estate shall become assets of and vest in the Reorganized Debtor, whether or not litigation relating thereto is pending on the Effective Date, and whether or not any such rights, claims, Causes of Action, defenses and counterclaims have been listed or referred to in the Plan, the Schedules, or any other document Filed with the Bankruptcy Court. The Reorganized Debtor does not waive, relinquish, or abandon (nor shall it be estopped or otherwise precluded from asserting) any right, claim, Cause of Action, defense, or counterclaim that constitutes property of the Estate: (a) whether or not such right, claim, Cause of Action, defense, or counterclaim has been listed or referred to in the Plan or the Schedules, or any other document Filed with the Bankruptcy Court; (b) whether or not such right, claim, Cause of Action, defense, or counterclaim is currently known to the Debtor; and (c) whether or not a defendant in any litigation relating to such right, claim, Cause of Action, defense or counterclaim Filed a Proof of Claim in the Chapter 11 Case, filed a notice of appearance or any other pleading or notice in the Chapter 11 Case, voted for or against the Plan, or received or retained any consideration under the Plan. For the avoidance of doubt, in addition to any description or disclosure of claims and Causes of Action retained and preserved by Debtor contained in the Disclosure Statement or any exhibit, schedule, or attachment thereto, the foregoing reservation and preservation of claims and Causes of Action specifically include, but are not limited to, any and all claims and Causes of Action that Debtor possesses against (i) BOKF, NA, also known as "Bank of Texas", whether several, joint, or joint and several, on account of any action or omission of any such Persons or Entities prior to or after the Petition Date, provided that such claims or Causes of Action do not impair or adversely affect any settlement that any of the Jordan Parties may have previously reached with BOKF, NA or subject any of the Jordan Parties to any non-frivolous additional or reinstated claims or causes of action by BOKF, NA on account thereof, or (ii) any of the Jordan Parties or the Minerva Interests on account of any such Person's obligations under the Jordan Settlement Agreement or the Minerva Settlement Agreement, as applicable.

X
PROVISIONS GOVERNING DISTRIBUTIONS

10.1 Date of Distributions

Distributions shall be made on the dates specified in Article III of the Plan with respect to each Allowed Claim or Allowed Equity Interest. In the event that 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 complete on the next succeeding Business day, but shall be deemed to have been complete as of the required date.

10.2 Disbursing Agent

All distributions under the Plan shall be made by the Reorganized Debtor. The Reorganized Debtor shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all

distributions contemplated hereby, and (c) exercise such other powers as may be necessary and proper to implement the provisions hereof.

10.3 Delivery of Distributions

(a) General. Subject to Bankruptcy Rule 9010, all distributions to a Holder of an Allowed Claim or Allowed Equity Interest shall be made to the address of the Holder thereof as set forth (i) on such Holder's Proof of Claim, or if no Proof of Claim has been filed, (ii) on the Schedules filed with the Bankruptcy Court, (iii) on the books and records of the Debtor or its agents, or (iv) in a letter of transmittal by such Holder, unless the Debtor or Reorganized Debtor has been notified in writing of a change of address.

(b) Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection therewith and distributed thereon, any party issuing any instrument or making any distribution under the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a distribution under the Plan shall have the 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. Any party issuing any instrument or making any distribution under the Plan has the right, but not the obligation, to not make a distribution until such Holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

10.4 Unclaimed Distributions

In the event that any distribution to any Holder is returned as undeliverable, the Reorganized Debtor 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 Reorganized Debtor have determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest from the original distribution date through the new distribution date; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the delivery thereof. After such date, all unclaimed property shall revert to the Reorganized Debtor for distribution pursuant to Article III of this Plan, and the Claim of any other Entity to such property or interest in property shall be discharged and forever barred.

10.5 Manner of Payment

At the option of the Reorganized Debtor, any Cash payment to be made under the Plan may be made by a check, wire transfer, or any other lawful means.

XI.
PROCEDURES FOR DISPUTED CLAIMS

11.1 Objections / Objection Deadline

(a) The Reorganized Debtor shall be entitled to object to any Claim through and after the Effective Date. Any objections to Claims by any party in interest shall be served and filed with the Bankruptcy Court on or before the later of (i) sixty (60) days after the Effective Date, as such time may be extended by order of the Bankruptcy Court.

11.2 No Payment or Distribution Pending Allowance

Notwithstanding any other provision in the Plan, if any portion of a Claim is disputed, then no payment or distribution provided hereunder shall be made on account of any portion of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

11.3 Distributions After Allowance

To the extent that a Disputed Claim becomes an Allowed Claim, the Disbursing Agent shall distribute to the Holder of such Claim the property distributable with respect to such Claim in accordance with Article III of the Plan. Such distributions shall be made as soon as practicable after the later of (i) the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim (or portion thereof) becomes a Final Order, (ii) the date on which any objection to such Disputed Claim has been withdrawn, or (iii) the date on which such Disputed Claim has been settled, compromised, or otherwise resolved. To the extent that all or a portion of a Disputed Claim is disallowed, the Holder of such Claim shall not receive any distribution on account of the portion of such Claim that is disallowed and any property withheld, if any, pending the resolution of such Claim shall revest in the Reorganized Debtor.

11.4 Resolution of Disputed Claims

Notwithstanding any prior order of the Bankruptcy Court, on and after the Effective Date, the Reorganized Debtor shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Disputed Claims and to compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court, other than with respect to Administrative Expense Claims relating to compensation of professionals.

XII
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1 Assumption or Rejection of Executory Contracts and Unexpired Leases

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor and any Person or Entity including, without limitation, the Minerva Stock Option Agreement, shall be deemed **rejected** unless the Debtor: (i) has assumed such executory contract or unexpired lease pursuant to an order of the Bankruptcy Court entered on or before the Effective Date, (ii) has filed a motion for assumption of such executory contract or unexpired lease prior to the Confirmation Date, or (iii) the Debtor

lists such executory contract or unexpired lease on the list of assumed contracts to be filed with the Court no later than 10 days prior to Confirmation. Notwithstanding the foregoing, any and all contracts or agreements of any type and nature between Debtor, Privado, and any of the Minerva Interests (exclusive of the Minerva Settlement Agreement) shall be terminated and rejected effective as of the Petition Date and the treatment provided to Class 3 Claimants shall be in full payment and satisfaction of any Claims on account of such termination or rejection. Notwithstanding the foregoing, to the extent the Debtor is a party thereto, the **Debtor will assume** the Jordan Settlement Agreement, the Minerva Settlement Agreement, and the unexpired office lease dated September 3, 1997, with Teachers Insurance and Annuity Association, as landlord, for the premises at 5420 LBJ Freeway, Suite 1020, Dallas, Texas 75240.

12.2 Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases except those listed on any schedule of rejected executory contracts or unexpired leases timely filed with the Bankruptcy Court.

12.3 Inclusiveness

Unless otherwise specified, each executory contract and unexpired lease assumed pursuant hereto shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease.

12.4 Cure of Defaults

Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any excecutory contract or unexpired lease that is being assumed under the Plan, the Debtor shall, pursuant to the provisions of sections 1123(a)(5)(G) and 1123(b)(2) of the Bankruptcy Code and consistent with the requirements of section 365 of the Bankruptcy Code, at least 20 days prior to the Confirmation hearing, file with the Bankruptcy Court and serve by first class mail on each non-debtor party to such executory contracts or unexpired leases, a notice (the "Assumption Notice"), which shall list the cure amount as to each executory contract or unexpired lease to be assumed, and state the period over which the Debtor shall pay such cure amount. If there are any objections filed, the Bankruptcy Court may either schedule such objection to be heard at the Confirmation Hearing or at a later hearing on a date to be set by the Bankruptcy Court. Notwithstanding anything to the contrary in the Plan, the Debtor, shall retain its rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning amounts necessary to cure any defaults through the Effective Date.

12.5 Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan.

In the event that the rejection of an executory contract or unexpired lease by the Debtor pursuant to the Plan results in damages to the other party or parties to such contract or lease, the

Plan provides that a Claim for such damages, if not previously evidenced by a timely filed Proof of Claim, shall be forever barred and shall not be enforceable against the Debtor or the Reorganized Debtor, or its properties or interest in property as agents, successors, or assigns, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the attorneys for the Debtor on or before the thirtieth (30^{th}) day after the later of (i) the date of service of notice of the Effective Date, or (ii) the date of service of notice of such later rejection date that occurs as a result of a dispute concerning amounts necessary to cure any defaults (solely with respect to the party directly affected by such modification).

XIII
EFFECT OF CONFIRMATION – DISCHARGE AND INJUNCTIONS

13.1 Discharge of Claims

Except as provided in the Plan, the rights afforded in and the payments and distributions to be made under the Plan shall be in exchange for and in complete satisfaction, discharge, release, termination, and cancellation of all existing debts, Claims of any kind, nature, or description whatsoever, including any interest accrued on any Claims from and after the Petition Date, against the Debtor or any of its assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as provided in the Plan, upon the Effective Date, all existing Claims against the Debtor shall be, and shall be deemed to be, discharged, terminated, and cancelled, as applicable, and all Holders of Claims shall be precluded and enjoined from asserting against the Reorganized Debtor, its successors or assignees, or any of their assets or properties, any other or further Claim based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such Holder has filed a proof of Claim, and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

13.2 Discharge of Debtor

Upon the Effective Date and in consideration of the distributions to be made under the Plan, except as otherwise expressly provided in the Plan, each Holder of a Claim and any affiliate of such Holder shall be deemed to have forever waived, released and discharged the Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights, and liabilities that arose prior to the Effective Date. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtor, its Estate, or any successor thereto at any time obtained to the extent it relates to a Claim discharged. Upon the Effective Date, all Persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any discharged Claim against the Debtor, the Estate, or any successor thereto.

13.3 Injunction or Stay

Except as otherwise expressly provided in the Plan, all persons or entities who have held, hold or may hold Claims against or Equity Interests in the Debtor along with their respective present and former employees, agents, officers, directors, principals and affiliates, are permanently enjoined, from and after the Effective Date, from taking any of the following

actions against the Debtor, the Reorganized Debtor, their respective Estates, or any of their respective property, with respect to such Claim or Equity Interest (other than actions brought to enforce any rights or obligations under the Plan);

(i) commencing or continuing in any manner any action or other proceeding of any kind,

(ii) enforcing, attaching, collecting or recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree or order,

(iii) creating, perfecting, or enforcing, in any manner, directly or indirectly, any encumbrance of any kind, or

(iv) asserting any right of setoff, subrogation or recoupment of any kind.

Such injunction shall extend to any successors of the Debtor and the Reorganized Debtor and their respective properties and interests in properties.

13.4 **Exculpation of the Plan Proponent and Reorganized Debtor**

The Plan Provides that, as of the Effective Date, neither the Reorganized Debtor nor any directors, officers, managers, employees, partners, members, shareholders, agents, representatives, accountants, expert witnesses and/or attorneys for Debtor shall have or incur any liability for any claim, cause of action or other assertion of liability for any act taken or omitted to be taken prior to or since the Petition Date in connection with, or arising out of, the Chapter 11 Case, the formulation, dissemination, confirmation, consummation, or administration of the Plan, property to be distributed under the Plan, or any other act or omission in connection with the Chapter 11 Case, the Plan, the Disclosure Statement or any contract, instrument, document or other agreement related thereto or any Claims satisfied or to be satisfied thereby. The Plan provides, however, that the foregoing exculpatory provisions shall not affect the liability of any person that would otherwise result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, fraud, criminal conduct, intentional unauthorized misuse of confidential information that causes actual damages, or *ultra vires* act.

13.5 Mandatory Jurisdiction for Certain Claims Against Debtor's Management and Professionals

The Plan provides that exclusive jurisdiction for any claim, cause of action or other assertion of liability against Debtor's directors, officers, employees, partners, members, shareholders, agents, representatives, accountants, expert witnesses and/or attorneys for any act taken or omitted to be taken between the Petition Date and the Effective Date in connection with, or arising out of the Chapter 11 Cases, the formulations, dissemination, confirmation, consummation or administration of the Plan shall lie with the Bankruptcy Court or the United States District Court for the Northern District of Texas, Dallas Division, to the extent that the Bankruptcy Court does not have competent authority or jurisdiction over such claim or cause of action.

XIV
CONDITIONS PRECEDENT TO PLAN'S EFFECTIVE DATE

14.1 Conditions Precedent to Effectiveness

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions are satisfied in full:

(a) The Confirmation Order, in form and substance reasonably satisfactory to the Debtor shall have been entered by the Bankruptcy Court and shall not be subject to any stay or injunction;

(b) All actions, documents, and agreements necessary to implement the Plan shall have been effected or executed;

(c) The Bankruptcy Court shall have authorized and approved the transactions and releases provided by the Jordan Settlement Agreement and the Minerva Settlement Agreement;

(d) The closing of the Angeles Transaction on or before November 1, 2013; and

(e) The Effective Date shall occur on or prior to December 31, 2013.

14.2 Effect of Failure of Conditions to Effective Date

In the event the foregoing conditions precedent have not been satisfied on or prior to December 31, 2013, subject to extension of such date through agreement of the parties or order of the Bankruptcy Court, then (i) the Confirmation Order shall be vacated, (ii) no distributions under the Plan shall be made, (iii) the Debtor and all Holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date had never occurred, (iv) all of the Debtor's obligations with respect to the Claims and Equity Interests shall remain unchanged and nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any other Entity in any further proceedings involving the Debtor, and (v) nothing contained herein shall prejudice in any manner the rights of the Debtor, including, without limitation, the right to seek a further extension of the deadlines for satisfying any conditions to the effectiveness of this Plan.

So long as no stay is in effect, the Effective Date of the Plan will occur notwithstanding the pendency of an appeal of the Confirmation Order or any Order related thereto. In that event, the Plan Proponent may seek dismissal of any such appeal as moot following the Effective Date of the Plan.

XV
RETENTION OF JURISDICTION OF BANKRUPTCY COURT

Unless otherwise agreed to by the Debtor or ordered by the Bankruptcy Court prior to the Confirmation Date, from the Effective Date until the closing of the applicable Chapter 11 Case, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of, arising

under, and related to such Chapter 11 Case and the Plan pursuant to, and for the purpose of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

(a) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, the allowance of Claims resulting therefrom and any disputes with respect to executory contracts or unexpired leases relating to the facts and circumstances arising out of or relating to the Chapter 11 Case;

(b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) To ensure that distributions to holders of Allowed Claims and Allowed Equity Interests are accomplished as provided herein;

(d) To consider Claims and Equity Interests or the allowance, classification, priority, compromise, estimation, or payment of any Claim or Equity Interest;

(e) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is stayed, reversed, revoked, modified, or vacated for any reason;

(f) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to prevent interference by any person with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) To hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine all applications under sections 330, 331, and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Confirmation Date;

(i) To consider any amendments to or modifications of the Plan or to cure any defect or omission, or reconcile any inconsistency, in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(j) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan and the Confirmation Order;

(k) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following the Effective Date;

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

(m) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

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

(o) To determine the scope of any discharge of any Debtor under the Plan or the Bankruptcy Code;

(p) To recover all assets of the Debtor and all property of the Debtor's estate, wherever located;

(q) Subject to paragraph (k) of Article X of the Plan, to hear and determine any matters arising out of or related to confidentiality agreements entered into by the Debtor during the Chapter 11 Cases;

(r) To hear and determine any rights, claims or causes of action held by or accruing to the Debtor pursuant to the Bankruptcy Code, any other federal or state statute, or any legal theory;

(s) To enter a final decree closing the Chapter 11 Case;

(t) Subject to paragraph (k) of Article X of the Plan, to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order any of the Plan Documents, or any other contract, instrument, release or other agreement or document related to the Plan, the Disclosure Statement or the Plan Supplement; and

(u) To hear and determine any other matter not inconsistent with the Bankruptcy Code.

XVI
MISCELLANEOUS PROVISIONS

16.1 Payment of Statutory Fees

On the Effective Date, and thereafter as may be required, the Debtor or Reorganized Debtor shall pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

16.2 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

16.3 Amendments or Modifications of the Plan

Alterations, amendments, or modifications of or to the Plan may be proposed in writing by the Plan Proponent at any time prior to the Confirmation Date, provided that the Plan, as altered, amended, or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code. After the Confirmation Date, so long as such action does not materially and adversely affect the treatment of Holders of Claims or Equity Interests under the Plan, the Debtor or the Reorganized Debtor may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. A Holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

16.4 Revocation or Withdrawal of the Plan

The Plan Proponent reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Plan Proponent takes such action, the Plan shall be deemed null and void. In such event, nothing contained in the Plan shall constitute or be deemed a waiver or release of any Claims against the Debtor, any claims, Causes of Action, or rights of the Debtor against any other Person or to prejudice in any manner the rights of the Debtor or any other Person in any further proceedings involving the Debtor.

16.5 Severability

If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision as altered or interpreted shall then be applicable. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

16.6 Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule or document in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and

enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof.

16.7 Binding Effect

The Plan shall be binding upon the Debtor, the Holders of Claims and Equity Interests and other parties in interest, and their respective successors and assigns, including, without limitation, the Reorganized Debtor.

16.8 Exhibits/Schedules

The Plan includes all exhibits and schedules to the Plan, if any, and those exhibits and schedules are incorporated into are a part of the Plan as if set forth in full therein.

16.9 Notices

In order to be effective, all notices, requests, and demands to or upon the Debtor or any other Plan Proponent must be in writing (including by facsimile transmission) 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, when received and telephonically confirmed, addressed as follows:

DTF Corporation
Attention: Gary B. Wood
1020 Three Lincoln Centre
5430 LBJ Freeway
Dallas, Texas 75240

With copies to:

John P. Lewis, Jr.
412 Main Street, Suite 210
Dallas, Texas 75202
Telephone: (214) 742-5925
Facsimile: (214) 742-5928
Email: jplewisjr@mindspring.com

XVII.
FEASIBILITY OF THE PLAN AND PLAN ALTERNATIVES

A. Feasibility

Debtor believes that the Plan is feasible based upon the status of the Angeles Transaction and the likelihood that such transactions will close so that funds are made available to pay and satisfy Creditors in accordance with this Plan.

B. Alternatives to Confirmation of the Plan

There are three possible consequences if the Plan is rejected or if the Bankruptcy Court refuses to confirm the Plan: (a) the Bankruptcy Court could dismiss the Debtor's Chapter 11 bankruptcy case, (b) the Debtor's Chapter 11 bankruptcy case could be converted to a liquidation case under Chapter 7 of the Bankruptcy Code, or (c) the Bankruptcy Court could consider an alternative plan of reorganization proposed by some other party.

1. Dismissal of Bankruptcy Case

If the Debtor's bankruptcy case were to be dismissed, the Debtor would no longer have the protection of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. Creditors may then seek to exercise alleged rights as to declare defaults, accelerate indebtedness, impose and charge default interest rates and other fees, charges, and penalties, and attempt to foreclose and liquidate the Debtor's assets to the extent any of those assets constitute their collateral. Dismissal of Debtor's bankruptcy case would likely lead to contentious and protracted litigation among the parties (including litigation over the nature, extent, and validity of liens and possible litigation over the lien priorities of the respective Creditors) that may take several years to finally resolve and may involve appeals to appellate courts. The expense, uncertainty, burden, and delays of such protracted litigation may be detrimental to Debtor. Such litigation may be detrimental to Creditors, as well, and could substantially delay payment of unsecured creditor Claims.

There are a number of Claims listed in Debtor's bankruptcy schedules as contested, disputed, or unliquidated. Those disputed Claims may be expeditiously resolved or adjudicated by the Bankruptcy Court through the Claims Allowance process provided by the Bankruptcy Code. In the event of a dismissal of Debtor's Chapter 11 case, resolution or adjudication of those disputed Claims will likely require a number of separate lawsuits in separate courts by either the Debtor or the disputed Creditor. The multiplicity of actions to resolve creditor claims following a dismissal will impose burdens, costs, delays, and other uncertainties detrimental to both the Debtor and those contested claimants.

If, following any dismissal of this bankruptcy case, a court determines that one or more of the alleged secured creditors is secured by the Debtor's properties in whole or in part, and is thus entitled to foreclose liens on such property, such party is unlikely to sell the Debtor's property constituting its collateral at a foreclosure sale for more than the amount of the Claims secured by that collateral. In that event, there would be few if any remaining assets with which to pay Claims of other Creditors.

2. Chapter 7 Liquidation or Appointment of Chapter 11 Trustee

If the Plan is not confirmed and the Debtor's Chapter 11 case is not dismissed, it is possible that this case will be converted to a case under Chapter 7 of the Bankruptcy Code or that the Bankruptcy Court will appoint a Chapter 11 Trustee to assume administration of the Chapter 11 Bankruptcy Case. In either event, a trustee would be elected or appointed to either propose an alternative plan or to liquidate the assets of the Debtor for distribution to creditors in accordance with the priorities established by the Bankruptcy Code. Whether a bankruptcy case is one under Chapter 7 or Chapter 11, secured creditors, Administrative Claims and Priority Claims are entitled to be paid in cash and in full before unsecured creditors receive any payments or distributions.

If the Debtor's Chapter 11 case were converted to Chapter 7, the present Administrative and Priority Claims may have a priority lower than priority claims generated by the Chapter 7 case, such as the Chapter 7 trustee's fees or the fees of attorneys, accountants, and other professionals engaged by the trustee.

Debtors believe that liquidation under Chapter 7 would result in little or no distributions to creditors other than the Minerva Interests because a Chapter 7 trustee is unlikely to sell or dispose of the Debtor's property for amounts to make any meaningful distribution to Creditors. Even if there were any remaining assets, Administrative Claims would most likely exhaust those assets or recoveries and it is highly unlikely that unsecured creditors would receive anything in any Chapter 7 liquidation. Moreover, the conversion to Chapter 7 would give rise to additional administrative expenses involved in the appointment of a trustee and attorneys and other professionals to assist such trustee. Debtor has not at this time prepared or completed a formal "liquidation analysis" in the event of a conversion of this case to Chapter 7, but Debtor is aware of the potential sales prices that a Chapter 7 Trustee is likely to receive from interested purchasers under distressed or forced sales conditions due to the expense, delay, and difficulty involved in trying to collect promissory notes and accounts receivable from foreign entities in foreign jurisdictions and the offsets, recoupments, and contrary claims that may be asserted by such entities.

3. Confirmation of an Alternative Plan.

A Creditor, Chapter 11 Trustee (if appointed), or other party in interest is entitled to file and pursue confirmation of an alternative reorganization plan once the exclusivity period provided to the Debtor by the Bankruptcy Code has expired. Debtor's exclusivity period has expired as of the date of this Disclosure Statement. The Jordan Parties filed an alternative plan of reorganization previously which proposes the liquidation of the Debtor. However, the Jordan Parties support Confirmation of Debtor's Plan and will not pursue their alternative plan so long as Debtor is pursuing this Plan.

XVIII.

RISK FACTORS

The primary risk factor associated with the Plan is the ability of the Debtor's Parent Company and other Affiliates to consummate the Angeles Transactions that are the source of funds to consummate the Plan and provide for the payment and treatment to Creditors

thereunder. Although Debtor and its Parent Company are confident that such transactions can and will be consummated within the time required to confirm and perform the Plan, there can be no assurance or guarantee that such transactions will close and that Angeles will thereby provide such funds to the Debtor and its Affiliates to consummate the Plan. For that reason, as a condition to Confirmation, the Plan provides that the Plan must become Effective on or before December 31, 2013 unless such deadline is extended by agreement of all Creditors or the Bankruptcy Court.

Debtor hopes and anticipates, however, that the Angeles Transaction will have closed and funded prior to the hearing on the Confirmation of the Plan and that such uncertainty, risk, or contingency shall have been removed or satisfied.

XIX.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

A. Introduction

Implementation of the Plan may have federal, state and local tax consequences to the Debtor and its Estate, as well as to Creditors and Equity Interest holders of the Debtor. No tax opinion has been sought or will be obtained with respect to any tax consequences of the Plan, and the following disclosure does not constitute and is not intended to constitute either a tax opinion or tax advice to any Person.

This disclosure is provided for informational purposes only. Moreover, this disclosure summarizes only certain of the federal income tax consequences associated with the Plan's confirmation and implementation and does not attempt to comment on all such aspects. Similarly, this disclosure does not attempt to consider any facts or limitations applicable to any particular Creditor or Equity Interest holder that may modify or alter the consequences described below. This disclosure does not address state, local or foreign tax consequences or the consequences of any federal tax other than the federal income tax.

This disclosure is based upon the provisions of the Internal Revenue Code of 1986, as amended, the regulations promulgated thereunder, existing judicial decisions, and administrative rulings. In light of the expansiveness of such authorities, no assurance can be given that legislative, judicial or administrative changes will not be forthcoming that would affect the accuracy of the discussion below. Any such changes could be material and could be retroactive with respect to the transactions entered into or completed prior to the enactment or promulgation thereof. Finally, the tax consequences of certain aspects of the Plan are uncertain due to a lack of applicable legal authority and may be subject to judicial or administrative interpretations that differ from the discussion below.

CREDITORS AND EQUITY INTEREST HOLDERS, THEREFORE, ARE ADVISED TO CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM AND TO THE DEBTOR OF THE TRANSACTIONS

CONTEMPLATED BY THE PLAN, INCLUDING FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES.

B. Nature of the Debtor for Federal Income Tax Purposes

Debtor was formed as a Texas corporation whose sole shareholder is a Netherlands corporation. Debtor is a C corporation who is a separate taxpayer for federal income tax purposes. As a result, any income/loss resulting from the sale or transfer of assets in liquidation or from other recoveries, or income from the reduction of indebtedness, will be recognized by Debtor in accordance with the United States Internal Revenue Code.

C. Federal Income Tax Consequences to Creditors

The tax consequences of the implementation of the Plan to a creditor will depend in part on whether the creditor's current "debt" or "claim" constitutes a "security" for federal income tax purposes, the type of consideration received by the creditor in exchange for its Allowed Claim, whether the creditor reports income on the accrual or cash basis, whether the creditor receives consideration in more than one tax year of the creditor, whether the creditor is a resident of the United States, and whether all the consideration received by the creditor is deemed to be received by that creditor in an integrated transaction.

A creditor who receives cash or property in full satisfaction of its Claim will be required to recognize gain or loss on the payment or exchange. The creditor will recognize gain or loss equal to the difference between the amount realized in respect of such Claim and the creditor's tax basis in the Claim. The exact tax treatment depends on each Creditor's method of accounting, the basis of the amount of distributions received, and whether and to what extent such Creditor has taken a bad debt reduction in prior taxable years with respect to a particular debt owed to it by the Debtor. **EACH CREDITOR IS URGED TO CONSULT WITH ITS OWN TAX ADVISOR REGARDING THE PARTICULAR TAX CONSEQUENCES OF ITS CLAIM UNDER THE PLAN.**

D. Tax Withholding

Pursuant to the Plan, Debtor will withhold from payments made to Creditors pursuant to the Plan any amounts required by law to be withheld. In order to assist that withholding process, Creditors may be required to provide general tax information to the Debtor prior to receiving their distributions under the Plan.

E. Disclaimers

PERSONS CONCERNED WITH THE TAX CONSEQUENCES OF THE PLAN SHOULD CONSULT THEIR OWN ACCOUNTANTS, ATTORNEYS AND/OR ADVISORS. THE PLAN PROPONENTS MAKE THE ABOVE-NOTED DISCLOSURE OF POSSIBLE TAX CONSEQUENCES FOR THE SOLE PURPOSE OF ALERTING READERS TO TAX ISSUES THAT THEY MAY WISH TO CONSIDER. THE PLAN PROPONENTS CANNOT, AND DO NOT, REPRESENT THAT THE TAX CONSEQUENCES

MENTIONED ABOVE ARE COMPLETELY ACCURATE BECAUSE, AMONG OTHER THINGS, THE TAX LAW EMBODIES MANY COMPLICATED RULES THAT MAKE IT DIFFICULT TO STATE ACCURATELY WHAT THE TAX IMPLICATIONS OF ANY ACTION MIGHT BE.

IRS CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE INTERNAL REVENUE SERVICE, THE PLAN PROPONENTS INFORM ALL RECIPIENTS OF THIS DISCLOSURE STATEMENT THAT ANY U.S. TAX INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (INCLUDING THE EXHIBITS HERETO) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF (A) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, OR (B) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

XX.

CONCLUSION

This Disclosure Statement has attempted to provide information regarding the Debtor's estate and the potential benefits that might accrue to holders of Claims against and Interests in the Debtor under the Plan as proposed. The Plan is the result of the effort of the Debtor and its advisors and management to pay all allowed claims against Debtor substantially in full. The Debtor believes that the Plan is feasible and will provide each holder of an Allowed Claim against the Debtor with an opportunity to receive greater benefits than those that would be received by termination of the Debtor's business and the immediate liquidation of its assets, or by any alternative plan. Debtor, therefore, hereby urges you to vote in favor of the Plan.

Whether or not you expect to attend the Confirmation Hearing, which is scheduled to commence on _____, 2013, at _____p.m. Dallas, Texas Time, you must sign, date, and mail your ballot as soon as possible for the purpose of having your vote count at such hearing. All ballots must be returned to the attorney for the Debtor:

John P. Lewis, Jr.
1412 Main Street, Suite 210
Dallas, Texas 75202
Telephone: 214-742-5925
Facsimile: 214-742-5928
Email: jplewisjr@mindspring.com

All ballots must be returned on or before 5:00 p.m. Dallas, Texas Time on _____, 2013. Any ballot which is illegible or which fails to designate an acceptance or rejection of the Plan will not be counted.

Respectfully Submitted,

DTF Corporation

By: */s/ Gary B. Wood*
Gary B. Wood, Chief Executive Officer

Dated: September 25, 2013