

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

IN RE: §
DTF CORPORATION, f/k/a § Case No. 11-37362-sgj-11
International Hospital Corporation, §
Debtor. § Chapter 11

**JORDAN ESTATE DISCLOSURE STATEMENT SUPPLEMENT TO DEBTOR’S
DISCLOSURE STATEMENT
Formerly known as “International Hospital Corporation”
(DATED AS OF NOVEMBER 30, 2012)**

The Bankruptcy Court has not approved this proposed disclosure statement supplement as containing adequate information pursuant to § 1125(b) of the Bankruptcy Code for use in the solicitation of acceptances or rejections of the Chapter 11 plan described herein. Accordingly, the filing and dissemination of this disclosure statement supplement are not intended to be, and should not in any way be construed as a solicitation of votes on the plan, nor should the information contained in this disclosure statement supplement be relied on for any purpose until a determination by the Bankruptcy Court that the proposed disclosure statement supplement contains adequate information. The Jordan Estate reserves the right to amend or supplement this proposed disclosure statement supplement at or before the hearing to consider this disclosure statement supplement.

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THE ESTATE OF MICHAEL H. JORDAN**

THIS DISCLOSURE STATEMENT SUPPLEMENT HAS BEEN PREPARED BY THE ESTATE OF MICHAEL H. JORDAN AS THE PLAN PROPONENT. THIS DISCLOSURE STATEMENT SUPPLEMENT DESCRIBES THE TERMS AND PROVISIONS OF THE JORDAN ESTATE PLAN OF REORGANIZATION DATED AS OF NOVEMBER 30, 2012, AND SERVES AS A SUPPLEMENT TO THE DISCLOSURE STATEMENT SUBMITTED BY THE DEBTOR IN SUPPORT OF THE DEBTOR'S PROPOSED PLAN OF REORGANIZATION DATED AS OF NOVEMBER 5, 2012. ANY TERM USED IN THIS DISCLOSURE STATEMENT SUPPLEMENT THAT IS NOT DEFINED HEREIN HAS THE MEANING ASCRIBED TO THAT TERM IN THE JORDAN ESTATE PLAN OR AS SUCH TERM MAY BE DEFINED IN THE UNITED STATES BANKRUPTCY CODE. A COPY OF THE JORDAN ESTATE PLAN IS INCLUDED WITH THIS DISCLOSURE STATEMENT SUPPLEMENT.

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

EXCEPT FOR THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT SUPPLEMENT, THE DEBTOR'S DISCLOSURE STATEMENT, ANY EXHIBITS TO THIS DISCLOSURE STATEMENT SUPPLEMENT OR THE DEBTOR'S DISCLOSURE STATEMENT, OR THE JORDAN ESTATE 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 JORDAN ESTATE PLAN, OR ANY ALTERNATIVE TO THE JORDAN ESTATE 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 JORDAN ESTATE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE JORDAN ESTATE PLAN, OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SUPPLEMENT, THE DEBTOR'S DISCLOSURE STATEMENT, AND THEIR EXHIBITS, ARE UNAUTHORIZED AND SHOULD BE REPORTED TO THE JORDAN ESTATE'S COUNSEL.

THE APPROVAL OF THE DISCLOSURE STATEMENT SUPPLEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE JORDAN ESTATE PLAN OR A GUARANTY OF THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT SUPPLEMENT.

NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT SUPPLEMENT, EXPRESS OR IMPLIED, IS INTENDED TO CREATE ANY COMMITMENT OR OBLIGATION OF THE PLAN PROPONENT, 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 SUPPLEMENT IS INFORMATIONAL ONLY. ADDITIONALLY, CREDITORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT SUPPLEMENT 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 JORDAN ESTATE PLAN, INCLUDING THE TREATMENT OF CLAIMS UNDER THE JORDAN ESTATE PLAN, THE RELEASES PROVIDED BY AND PROPOSED UNDER THE JORDAN ESTATE PLAN, THE TRANSACTIONS AND INJUNCTIONS PROVIDED UNDER THE JORDAN ESTATE PLAN, AND THE VOTING PROCEDURES AND ELECTIONS APPLICABLE TO THE JORDAN ESTATE PLAN AND THE PARTIES TO THIS BANKRUPTCY CASE.

INTRODUCTION

The Jordan Estate Plan of Reorganization (the “*Jordan Estate Plan*” or the “*Plan*”) has been proposed by the Estate of Michael H. Jordan (the “*Jordan Estate*”) as an alternative to the Plan of Reorganization filed by DTF Corporation (f/k/a “International Hospital Corporation;” “*DTF*” or the “*Debtor*”). The Debtor voluntarily filed a petition seeking relief under Chapter 11 of the Bankruptcy Code (as hereinafter defined) on November 21, 2011. The Debtor proposed a Plan of Reorganization (the “*Debtor’s Plan*”) that depends entirely upon the consummation of a recapitalization transaction involving the Debtor’s parent and its corporate group. The Jordan Estate supports the Debtor’s efforts to consummate the proposed recapitalization transaction. The Jordan Estate Plan has been filed in order to provide a resolution of this bankruptcy case even if the proposed recapitalization transaction does not close.

All creditors and parties in interest are referred to the Debtor’s Disclosure Statement for 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 Debtor’s Plan and certain related matters. No materials other than the Debtor’s Disclosure Statement, the Debtor’s Plan, the Jordan Estate Plan, the Jordan Estate Disclosure Statement Supplement (the “*Disclosure Statement Supplement*”), and any exhibits and schedules attached thereto or referenced therein have been authorized by the Debtor or the Jordan Estate, as the case may be, for use in soliciting acceptances or rejections of the Debtor’s Plan or the Jordan Estate Plan.

SUMMARY OVERVIEW

For many years, International Hospital Holding Corporation, N.V. (“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 Debtor claims that 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. During the past 12 months, the Parent Company has engaged in further 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 (the “*Liquidity Event*”) with international investors and lenders 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 its plan should it be confirmed by the Bankruptcy Court. The proponents of the Jordan Estate Plan support the Debtor’s efforts to consummate the Liquidity Event. The Liquidity Event Alternative provided for in the Jordan Estate Plan is based upon a timely consummation of the Liquidity Event.

Unlike the Debtor’s Plan, the Jordan Estate Plan also contemplates alternative means for implementation should the Liquidity Event not be closed and funded by February 28, 2013 or such later date as may be agreed to by the Jordan Estate and the Debtor. If the pending Liquidity Event and related refinancing transactions close and fund as expected, the Parent Company will use a portion of the proceeds of such transactions to fund the Jordan Estate Plan in an amount sufficient to pay all Allowed Claims in full including claims of Minerva Partners, Ltd., Walter O’Cheskey, as Trustee of the AHF Liquidating Trust (“*O’Cheskey*”), the Jordan

Estate, ViewPoint Bank, NA (formerly Highlands Bank of Texas), Plains Capital Bank, BOKF, N.A. d/b/a Bank of Texas, NA, and all creditors holding Allowed Priority Claims.

In the event that the Jordan Estate Plan is not consummated through funding provided by the Liquidity Event then the Jordan Estate Plan will be consummated by implementation of the Liquidation Alternative. Under the Liquidation Alternative, the existing equity in the Debtor will be cancelled. The Jordan Estate Plan Liquidation Alternative will not affect rights, if any, of Creditors as to International Hospital Management Company (“*IHMC*”), who is obligated on certain of Debtor’s obligations. However, to the extent such Creditors receive payments from the Estate, the Estate will be subrogated to related claims against *IHMC*. Claims of the Minerva Claimants and O’Cheskey, if any, will be satisfied by a sale of the assets of Privado, the precise terms of which sale will be described in a Plan Supplement to be filed before the commencement of the hearing on the Disclosure Statements. The Reorganized Debtor may pursue collection of claims against the Parent Company and its subsidiaries.

The following table presents a summary of claims and proposed treatment under the two Plan Alternatives presented by the Jordan Estate Plan.¹

| 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 – Liquidity Event Alternative | Proposed Treatment – Liquidation Alternative |
|--|---|--|---|---|
| Administrative Claims ² | 1 | Fees to United States Trustee | Payment in full on later of Effective Date, Allowance date, or other agreed date— Unimpaired | |
| Professional Fee Claims | 1 | N/A | Payment in full on later of Effective Date, Allowance date, or other agreed date— Unimpaired | |
| Priority Tax Claims, if any | -0- | None | Payment in full on later of Effective Date, Allowance date, or other agreed date— Unimpaired | |
| Class 1: Secured Tax Claims, if any | -0- | None | Paid with interest on Effective Date—Unimpaired | Paid with interest on Effective Date—Unimpaired |

¹ 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.

² Administrative Claims, Professional Fee Claims, and Priority Tax Claims are not classified and are excluded from the classifications provided in Article III.A and III.B of the Plan, and shall receive the treatment indicated under either the Liquidity Event Alternative or the Liquidation Alternative.

| 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 – Liquidity Event Alternative | Proposed Treatment – Liquidation Alternative |
|--|--|---|--|---|
| Class 2: Priority Non-Tax Claims, if any | -0- | None | Payment on Effective Date or in ordinary course of business without interest—Unimpaired | Payment on Effective Date or in ordinary course of business without interest—Unimpaired |
| Class 3: Claims of Minerva Partners, Ltd. and any and all Affiliated Persons or Entities | 1 | \$16,238,045.05 | Payment of Agreed Allowed Amount, including attorney's fees and expenses of Minerva Interests—Impaired | Payment of net proceeds of jointly marketed sale of the real property owned by Privado, or – at the election of the Minerva Interests in the event the appraisal of the Privado Assets is less than ___% of the Allowed Amount of the Minerva Claim – the direct transfer of the Privado real property. Sale proceeds in excess of the Allowed Class 3 Claims will be divided between the Debtor and the Minerva Interests based upon a sharing formula to be agreed to prior to the commencement of the hearing on the Disclosure Statement. —Impaired |
| Class 4: Secured Claims of the Jordan Estate | 1 | \$4,372,000 | Payment on Effective Date with interest – Impaired | Pro-Rata share, with the Holders of Allowed Class 9 Claims, of the interests in the Reorganized Debtor; Payment of proceeds from sale or other liquidation of Collateral securing claim – Impaired |

| 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 – Liquidity Event Alternative | Proposed Treatment – Liquidation Alternative |
|---|--|---|--|---|
| Class 5: Unsecured Claims of IHMC, as Assignee of Note with Plains Capital Bank (" <i>Plains</i> ") | 1 | \$1,361,174.78 | Payment on Effective Date with interest, with IHMC to use proceeds to satisfy claims of Plains— Impaired Litigation against Jordan Estate dismissed with prejudice | Plains shall retain its rights against IHMC. Any Allowed Claim shall share Pro-Rata in the payments to the Other Unsecured Claims in Class 9. To the extent the Reorganized Debtor makes any payments on account of Class 5 Claims, the Debtor shall be subrogated to Plains' claims against IHMC. Litigation against the Jordan Estate will be suspended until payment by the Reorganized Debtor or a default by IHMC— Impaired. |
| Class 6: Unsecured Claim of ViewPoint Bank, NA (" <i>ViewPoint</i> ") | 1 | \$1,237,111.24 | Payment on Effective Date with interest—Impaired Litigation against Jordan Estate dismissed with prejudice | ViewPoint shall retain its rights against IHMC. Any Allowed Claim shall share Pro-Rata in the payments to the Other Unsecured Claims in Class 9. To the extent the Reorganized Debtor makes any payments on account of Class 6 Claims, the Reorganized Debtor shall be subrogated to ViewPoint's claims against IHMC. Litigation against the Jordan Estate will be suspended until payment by the Reorganized Debtor or a default by IHMC— Impaired. |
| Class 7: Unsecured Claim of BOKF, NA d/b/a Bank of Texas (" <i>BOKF</i> ") | 1 | Approximately \$3.2 million, plus interest and attorney's fees | Payment on Effective Date with interest—Impaired Litigation against Jordan Estate dismissed with prejudice | Any Allowed Claim shall share Pro-Rata in the payments to the Other Unsecured Claims in Class 9. Litigation against the Jordan Estate will be suspended pending resolution of any appeal of a judgment in the Jordan Estate Probate Court— Impaired. |

| 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 – Liquidity Event Alternative | Proposed Treatment – Liquidation Alternative |
|---|--|---|---|--|
| Class 8: Disputed Unsecured and Contingent Claims of Walter O'Cheskey, Trustee for AHF (" <i>O'Cheskey</i> ") | 1 | \$1,668,563.55; Disputed as to liability and amount | Payment in Cash within 30 Business Days following Allowance of Claim— Impaired | To the extent O'Cheskey has a <i>bona fide</i> claim against Privado, such Claim, if Allowed, will be paid out of the proceeds of the sale of the assets of Privado after the payment of any senior debt. Such payment will reduce, dollar for dollar, the Allowed Class 8 Claim against the Debtor. The remainder of any Allowed Class 8 Claim shall share Pro-Rata in the payments to the Other Unsecured Claims in Class 9. —Impaired |
| Class 9: Other Unsecured Claims | 40 | \$17,525,680; includes claims that are Disputed as to liability or amount | Allowed Claims paid in cash in full, on the Effective Date—Impaired | Pro-Rata share, along with the Holders of the Class 4 Claims, of the interests of the Reorganized Debtor; Allowed Claims to be paid pro-rata out of proceeds generated from operations of, and collection or disposition of assets of, Reorganized Debtor— Impaired |
| Class 10: 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 | Disallowed; no distribution—Impaired, deemed to reject |
| Class 11: Equity Interests | 1 | 100% of Debtor's equity Interests | Retained and reinstated subject to capital contributions sufficient to pay all Allowed Administrative Claims, Allowed Priority Claims, and Allowed Claims in Classes 1-9 above pursuant to the Plan terms | Cancelled; no distribution— Impaired, deemed to reject |

**I.
INTRODUCTION**

Please refer to the Debtor's Disclosure Statement for background information regarding the filing of the Debtor's bankruptcy case and the purpose of a disclosure statement.

This Disclosure Statement Supplement was approved by the Bankruptcy Court during a hearing on _____, 2012. Such approval is required by the Bankruptcy Code and does not constitute a judgment or determination by the Bankruptcy Court as to the desirability of the Jordan Estate Plan, or as to the value or suitability of any consideration or treatment proposed or offered under the Jordan Estate Plan. Such approval does indicate, however, that the Bankruptcy Court has determined that the Disclosure Statement Supplement, together with the Debtor's Disclosure Statement, meets the requirements of § 1125 of the Bankruptcy Code and contains adequate information to permit the holders of Allowed Claims, whose acceptance of the Jordan Estate Plan is solicited, to make an informed judgment regarding acceptance or rejection of the Jordan Estate Plan.

The Approval By The Bankruptcy Court Of This Disclosure Statement Supplement Does Not Constitute An Endorsement By The Bankruptcy Court Of The Jordan Estate 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 Jordan Estate 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. The Debtor's Reorganization Pursuant To The Plan Is Subject To Numerous Conditions And Variables And There Can Be No Absolute Assurance That The Jordan Estate Plan, As Contemplated, Will Be Effectuated As To The Debtor.

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

This Disclosure Statement Supplement 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 Supplement 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 and the Jordan Estate Have No Control Over.

A. Hearing on Confirmation of the Jordan Estate Plan

The Bankruptcy Court has set, _____ 2012, at _____ o'clock, __. m. Dallas, Texas Time, as the time and date for the hearing (the "**Confirmation Hearing**") to determine whether the Jordan Estate Plan has been accepted by the requisite number of Creditors and whether the

other requirements for Confirmation of the Jordan Estate 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 Jordan Estate Plan by completing and delivering the enclosed Ballot to: Kim Morzak, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219 or by email at kim.morzak@haynesboone.com (for more information, call Telephone No. 214.651.5420). **Ballots must be actually received on or before _____, 2012, 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 Jordan Estate Plan is rejected by one or more impaired Classes of creditors or holders of Interests, the Jordan Estate Plan, or a modification thereof, may still be confirmed by the Bankruptcy Court under § 1129(b) of the Bankruptcy Code (commonly referred to as a “**cramdown**”) if the Bankruptcy Court determines, among other things, that the Jordan Estate 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 Jordan Estate Plan. The procedures and requirements for voting on the Jordan Estate Plan are described in more detail below.

B. Sources of Information

The Jordan Estate has relied entirely upon information provided by the Debtor in its Disclosure Statement in the preparation of the Disclosure Statement Supplement. Accordingly, the Jordan Estate has not independently verified any of the Debtor-supplied information. Thus the Jordan Estate makes no representation as to the accuracy or completeness of any Debtor-supplied information contained herein or in any Debtor Documents.

Except as otherwise expressly indicated, the portions of the 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 the Disclosure Statement may have been taken directly from other readily accessible documents or are digests of other documents. The Jordan Estate 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 the Disclosure Statement are made as of the date hereof unless another time is specified, and neither the delivery of the 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 the Disclosure Statement and the Disclosure Statement Supplement. 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 the Disclosure Statement and the Disclosure Statement Supplement.

II.

EXPLANATION OF CHAPTER 11 AND REQUIREMENTS FOR CONFIRMATION

Please see the Debtor's Disclosure Statement for an overview of Chapter 11 and an explanation of the effect and requirements for confirmation of a plan of reorganization.

III.

VOTING PROCEDURES

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 § 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 either the Liquidity Event Alternative or the Liquidation Alternative of the Jordan Estate Plan (the "***Voting Claims***"), are entitled to vote either for or against the Plan. Accordingly, in these cases, any holder of a Claim or Interests classified in Classes 3 through 11 of the Jordan Estate 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 or Interests 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 Jordan Estate Plan provides for certain Claims to be Deemed Allowed. Notwithstanding any

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

C. Confirmation of Plan

1. Solicitation of Acceptances

The Jordan Estate is soliciting your vote. The cost of any solicitation by the Jordan Estate will be borne by the Jordan Estate. 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 Supplement or in the Debtor's Disclosure Statement. Any Representations Or Inducements Made By Any Person To Secure Your Vote That Are Other Than Herein or Therein 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 Jordan Estate So That He May Take Such Action As May Be Deemed Appropriate On Account Thereof.

This Is A Solicitation Solely By The Jordan Estate And Is Not A Solicitation By Any Officer, Director, Shareholder, Partner, Member, Attorney, Or Accountant For The Jordan Estate. 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 § 1125(b) of the Bankruptcy Code. Violation of § 1125(b) of the Bankruptcy Code may result in sanctions by the Bankruptcy Court, including disallowance of any improperly solicited vote.

**IV.
UNCLASSIFIED CLAIMS AND TREATMENT
(NOT ENTITLED TO VOTE ON THE PLAN)**

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims (including Allowed Professional Fee 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.A and III.B hereof. These unclassified Claims are treated as follows:

A. Administrative Claims

Except as otherwise provided for in the Plan, each Holder of an Allowed Administrative Claim (including the Holder of an Allowed Professional Fee 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.

B. Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim, if any, shall receive from the Reorganized Debtor in full satisfaction, release, settlement, and discharge of and in exchange for such Allowed Priority Tax Claim the amount of such Allowed Priority Tax 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 may be agreed upon in writing by the holder of such Claim and the Debtor, or, after the Effective Date, the Reorganized Debtor.

**V.
DEEMED ALLOWED CLAIMS**

The Claims listed below shall be deemed allowed for purposes of voting and distribution under the Plan. Such deemed allowance shall not be an admission of enforceability or collectability of such claims against the Jordan Estate, either as a guarantor or otherwise.³

| <u>Claimant</u> | <u>Amount Deemed Allowed</u> | <u>Class</u> |
|---|------------------------------|--------------|
| Minerva Partners, Ltd. | \$16,238,045.05 | 3 |
| Estate of Michael H. Jordan (Secured) | \$4,372,000.00 | 4 |
| Plains Capital Bank | \$1,361,174.78 | 5 |
| Viewpoint Bank | \$1,237,111.24 | 6 |
| BOKF, N.A. | \$3,608,326.16 | 7 |
| Estate of Michael H. Jordan (Unsecured) | \$888,434.00 | 9 |

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III of the Plan. These unclassified Claims are treated under the Plan as follows:

³ The deemed allowed amounts contained herein represent the Jordan Estate’s estimate of the accrued principal, interest, and fees and expenses of the designated claims as of November 5, 2012. The Jordan Estate intends to confer with the claimants herein to reach a consensual amount for each of these claims and to provide for the allowance of the claims in such agreed amount in the confirmed Plan. Any revised amounts will be included in a Plan Supplement or amendment.

VI.A
CLASSIFICATION AND TREATMENT
OF CLAIMS AND INTERESTS-LIQUIDITY EVENT ALTERNATIVE

A. Introduction

The categories of Claims and Interests set forth below classify Claims and Interests for purposes of voting on the Plan and for purposes of distributions under the Liquidity Event Alternative. 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 this 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 § 1123(a)(1)) are classified below.

B. Voting; 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 § 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 § 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 § 1126(e)) of at least two-thirds in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan.

(a) **Class 1: Secured Tax Claims**

Classification: Class 1 consists of all Allowed Secured Tax Claims, if any, against the Debtor.

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 treatment:

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 § 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, 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. Following such payment, each Lien securing such Allowed Secured Tax Claim shall automatically – and without need for further order, document, or action – be released and discharged.

Inchoate Liens: Allowed Secured Tax Claim Liens 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, 2012 for year 2012 *ad valorem* taxes, which Liens and taxes shall remain payable and enforceable under applicable non-bankruptcy law.

Voting: Claims in Class 1 are Unimpaired, and are deemed to accept the Plan. Each Holder of an Allowed Claim in Class 1 shall therefore not be entitled to vote to accept or reject the Plan.

(b) **Class 2: Priority Non-Tax Claims**

Classification: Class 2 consists of all Allowed Priority Non-Tax Claims, if any, against the Debtor.

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. Such payment shall be made 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.

Voting: Claims in Class 2 are Unimpaired, and are deemed to accept the Plan. Each Holder of an Allowed Claim in Class 2 shall therefore not be entitled to vote to accept or reject the Plan.

(c) **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 any Executory Contracts or other contractual obligations of Debtor or Privado with any of such Persons. Such Claims shall be a Deemed Allowed Claim in the sum of \$16,238,045.05, or such other amount as to be agreed by the Holder of such Claims and the Jordan Estate.

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 following Confirmation.

Treatment and Payment of Claims: On the Effective Date or within 30 Business Days thereafter the Allowed Class 3 Claims shall be paid and satisfied in full by payment in Cash of the Allowed Amount of such Claims.

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

Following payment of the foregoing amounts, neither the Debtor nor the Jordan Estate will have any further obligations under the Plan or otherwise to make any further payments to the Holders of the Allowed Class 3 Claims.

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.

(d) **Class 4: Secured Claims of the Estate of Michael H. Jordan**

Classification: Class 4 consists of the Secured Claims of the Estate of Michael H. Jordan. Repayment of such Claims is secured by pledges of and security interests in (a) certain notes receivable of the Debtor made by Parent Company affiliates in the total original principal amount of \$2,497,000.00; and (b) certain accounts receivable owed by the Parent Company's Brazilian subsidiary to the Debtor in the amount of \$2,569,450.76 (as of December 31, 2011). Such Claims shall be a Deemed Allowed in the sum of \$4,372,000.00.

Retention of Liens on Collateral: The Holder of the Allowed Class 4 Claims shall retain all Liens on any Property constituting Collateral for such Allowed Class 4 Claims to secure payment of such Allowed Class 4 Claims following Confirmation.

Treatment and Payment of Claims: On the Effective Date or within 30 Business Days thereafter the Allowed Class 4 Claims shall be paid and satisfied in full by payment in Cash of the Allowed Amount of such Claims.

Release of Liens on Collateral and Satisfaction of Claims: The Holder of the Class 4 Claim shall release its Liens on the Collateral upon the payment of the Allowed Amount of the Class 4 Claims.

Following the payment of foregoing amounts, the Debtor will not have any further obligations under the Plan or otherwise to make any further payments to the Holders of the Allowed Class 4 Claims.

Voting: Class 4 Claims are Impaired. The Holders of the Allowed Claims in Class 4 shall be entitled to vote to accept or reject the Plan.

(e) **Class 5: Unsecured Claims of IHMC, as Assignee of Note with Plains Capital Bank**

Classification: Class 5 consists of any Allowed Claim of IHMC, as Assignee of Note between Plains Capital Bank and the Debtor. Such Claim shall be a Deemed Allowed Claim in the sum of \$1,361,174.78, or such other amount as to be agreed by the Holder of such Claims and the Jordan Estate. The Deemed Allowance of the Class 5 Claim shall not constitute an admission or determination of the amount or existence of any claim by IHMC or Plains Capital Bank against the Jordan Estate, whether as a guarantor or otherwise. The Jordan Estate denies any such liability.

Treatment: The Allowed Class 5 Claim of IHMC shall be paid in full on the Effective Date from Proceeds available to the Debtor through the Parent Company's Liquidity Event. Such funds shall immediately be used by IHMC to satisfy any obligations it may have to Plains Capital Bank that are secured by its claims against the Debtor.

Following payment, neither the Debtor nor the Jordan Estate will have any further obligations under the Plan or otherwise to make any further payments to the Holder of the Allowed Class 5 Claim, and any litigation pending against the Jordan Estate on account of claims held by IHMC, Plains Capital Bank, or other Holder of the Allowed Class 5 Claim shall be dismissed with prejudice.

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.

(f) **Class 6: Claim of ViewPoint Bank, NA**

Classification: Class 6 consists of any Allowed Claim of ViewPoint Bank, NA, f/k/a Highlands Bank of Texas. Such Claim shall be a Deemed Allowed Claim in the sum of \$1,237,111.24, or such other amount as to be agreed by the Holder of such Claims and the Jordan Estate.

Treatment: The Allowed Class 6 Claim of ViewPoint Bank, NA shall be paid in full on the Effective Date from Proceeds made available to the Debtor through the Parent Company's Liquidity Event.

Following payment, neither the Debtor nor the Jordan Estate will have any further obligation under the Plan or otherwise to make any payments to the Holder of the Allowed Class 6 Claim, and any litigation pending against the Jordan Estate on account of claims held by ViewPoint Bank, NA or other Holder of the Allowed Class 6 Claim shall be dismissed with prejudice.

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.

(g) **Class 7: Unsecured Claim of BOKF, NA d/b/a Bank of Texas**

Classification: Class 7 consists of any Allowed Claim of BOKF, NA d/b/a Bank of Texas. Such Claim shall be a Deemed Allowed Claim in the sum of \$3,608,326.16, or such other amount as to be agreed by the Holder of such Claim and the Jordan Estate. The Deemed Allowance of the Class 7 Claim shall not constitute an admission or determination of the amount or existence of any claim by BOKF, NA against the Jordan Estate, whether as a guarantor or otherwise. The Jordan Estate denies any alleged liability to BOKF, NA, and contests the calculation of BOKF, NA's alleged claim.

Treatment: The Allowed Class 7 Claim of BOKF, NA d/b/a Bank of Texas shall be paid in full on the Effective Date.

Following payment, neither the Debtor nor the Jordan Estate will have any further obligation under the Plan or otherwise to make any payments to the Holder of the Allowed Class 7 Claim, and any litigation pending against the Jordan Estate on account of claims held by BOKF, NA or other Holder of the Allowed Class 7 Claim shall be dismissed with prejudice..

Voting: The Class 7 Claim is Impaired. The Holder of the Allowed Claim in Class 7 shall be entitled to vote to accept or reject the Plan.

(h) **Class 8: Contested Claims of Walter O'Cheskey, Trustee for American Housing Foundation**

Classification: Class 8 consists of the Allowed Claim, if any, of Walter O'Cheskey, Trustee for American Housing Foundation, or his successor and assigns.

Treatment: Prior to the Confirmation Hearing, the Court will consider and rule upon the allowance of the Claim in Class 8. The amount of any claim of O'Cheskey against Privado shall be included in determining the Allowed Amount of the Class 8 Claim. The Allowed Claim, if any, of the Class 8 Claimant shall be paid in Cash in full by Debtor within 30 Business Days of the date on which such Claim is determined and Allowed in whole or in part by Final Order.

Voting: The Class 8 Claims is Unimpaired for purposes of the Liquidity Event Alternative. As the Holder of an Allowed Claim in Class 8 is Impaired for purposes of the Liquidation Alternative, however (as is described further below), such Holder shall be entitled to vote to accept or reject the Plan.

(i) **Class 9: Unsecured Claims**

Classification: Class 9 consists of Allowed Unsecured Claims not otherwise classified in this Plan. The Unsecured Claims of the Jordan Estate are Deemed Allowed Class 9 Claims in the sum of \$888,434.00.

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 9 Claim shall be paid in Cash on the Effective Date or within 30 days following the Effective Date in full payment and satisfaction of such Allowed Class 9 Unsecured Claim.

Voting: Class 9 Claims are Unimpaired for purposes of the Liquidity Event Alternative. As the Holder of an Allowed Claim in Class 9 is Impaired for purposes of the Liquidation Alternative, however (as is described further below), such Holder shall be entitled to vote to accept or reject the Plan.

(j) **Class 10: Claims of Debtor's Affiliates**

Classification: Class 10 consists of Allowed Unsecured Claims of entities that are affiliated with Debtor or Debtor's Parent Company, other than the Class 5 Claim of IHMC.

Treatment: Each Holder of an Allowed Class 10 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 10 Claims are Impaired. Each Holder of an Allowed Class 10 Claim shall be entitled to vote to accept or reject the Plan.

(k) **Class 11: Equity Security Interests**

Classification: Class 11 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 (a) all Administrative and Priority Claims, including Professional Fee Claims and (b) any and all Allowed Claims in Classes 1-9 above pursuant to the treatment set forth in subsections (i)-(viii) above. All Allowed Interests shall be reinstated in their entirety pursuant to the Plan.

Voting: Class 11 Interests are Impaired. Each Holder of an Allowed Class 11 Claim shall be entitled to vote to accept or reject the Plan.

VI.B
CLASSIFICATION AND TREATMENT
OF CLAIMS AND INTERESTS —LIQUIDATION ALTERNATIVE

A. Introduction

The categories of Claims and Interests set forth below classify Claims and Interests for purposes of voting on the Plan and for purposes of distributions under the Liquidation Alternative. 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 this 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 § 1123(a)(1)) are classified below.

B. Voting; 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 § 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 § 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 § 1126(e)) of at least two-thirds in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan.

(a) Class 1: Secured Tax Claims

Classification: Class 1 consists of all Allowed Secured Tax Claims, if any, against the Debtor.

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 treatment:

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 § 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, 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. Following such payment, each Lien securing such Allowed Secured Tax Claim shall automatically – and without need for further order, document, or action – be released and discharged.

Inchoate Liens: Allowed Secured Tax Claim Liens 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, 2012 for year 2012 *ad valorem* taxes, which Liens and taxes shall remain payable and enforceable under applicable non-bankruptcy law.

Voting: Claims in Class 1 are Unimpaired, and are deemed to accept the Plan. Each Holder of an Allowed Claim in Class 1 shall therefore not be entitled to vote to accept or reject the Plan.

(b) **Class 2: Priority Non-Tax Claims**

Classification: Class 2 consists of all Allowed Priority Non-Tax Claims, if any, against the Debtor.

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. Such payment shall be made 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.

Voting: Claims in Class 2 are Unimpaired, and are deemed to accept the Plan. Each Holder of an Allowed Claim in Class 2 shall therefore not be entitled to vote to accept or reject the Plan.

(c) **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 any Executory Contracts or other contractual obligations of Debtor or Privado with any of such Persons. Such Claims shall be a Deemed Allowed Claim in the sum of \$16,238,045.05, or such other amount as to be agreed by the Holder of such Claims and the Jordan Estate.

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 following Confirmation.

Appraisal of Privado Assets: The real property owned by Privado (the "*Privado Assets*") will be appraised by an independent appraiser.

Election of Treatment by Minerva: In the event that the appraisal of the Privado Assets is less than ___% of the Allowed Class 3 Claims, the Holder of the Allowed Class 3 Claims may elect, in lieu of the sale process described below, to have the Privado Assets transferred directly to such Holder. Any deficiency shall be treated as part of the Allowed Other Unsecured Claims in Class 8, and the bankruptcy court shall determine the value of the transferred Privado Assets to the extent not agreed upon by the Holder of the Allowed Class 3 Claims and the Reorganized Debtor. Such treatment shall be in full satisfaction, release, and discharge of the Allowed Class 3 Claims. If such election is not made, in writing, within 30 Business Days of the receipt by the Holder of the Allowed Class 3 Claims of the appraisal of the Privado Assets, such Holder will be deemed to have declined such election.

Marketing and Sale of Privado Assets: If the Holder of the Allowed Class 3 Claims is not entitled to elect to receive the direct transfer of the Privado Assets pursuant to the preceding paragraph, or if the Holder of the Allowed Class 3 Claims declines or is deemed to have declined such election, the Debtor – or after the Effective Date, the Reorganized Debtor – and the Holder of the Allowed Class 3 Claims shall jointly market the Privado Assets through a jointly selected marketing and sales representative.

Distribution of Proceeds Following Sale: Proceeds of the sale or other disposition of the Privado Assets pursuant to the preceding paragraph (after payment of marketing, closing, and other costs of sale or disposition) will be paid to the Holder of the Allowed Class 3 Claims in an amount not to exceed the Allowed Amount of the Class 3 Claims. To the extent such proceeds exceed the Allowed Amount of the Class 3 Claims, the excess proceeds shall first be used to pay any O'Cheskey claim against Privado and the balance shall be divided between the Holder of the Allowed Class 3 Claims and the Debtor – or after the Effective Date, the Reorganized Debtor – pursuant to a sharing formula to be agreed to prior to the commencement of the hearing on the Disclosure Statement. To the extent such proceeds are insufficient to fully satisfy the Allowed Amount of the Class 3 Claims, any deficiency shall share Pro-Rata in the payments to the Allowed Other Unsecured Claims in Class 9. The Holder of the Allowed Class 3 Claims shall not receive any interests in the Reorganized Debtor on account of any deficiency.

Release of Liens on Collateral and Satisfaction of Claims: The Holder of the Allowed Class 3 Claims shall release its Liens on the Collateral upon the direct transfer of the Privado Assets or the receipt of the sale or distribution proceeds of the Privado Assets as described above. Following direct transfer of the Privado Assets or the payment of the sale or distribution proceeds of the Privado Assets as described above, neither the Debtor nor the Jordan Estate will have any further obligations under the Plan or otherwise to make any further payments to the Holders of the Allowed Class 3 Claims other than the treatment provided to any deficiency claim as an Allowed Class 9 Claim, as further described below.

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.

(d) **Class 4: Secured Claims of the Estate of Michael H. Jordan**

Classification: Class 4 consists of the Secured Claims of the Estate of Michael H. Jordan. Repayment of such Claims is secured by pledges of and security interests in (a) certain notes receivable of the Debtor made by Parent Company affiliates in the total original principal amount of \$2,497,000.00; and (b) certain accounts receivable owed by the Parent Company's Brazilian subsidiary to the Debtor in the amount of \$2,569,450.76 (as of December 31, 2011). Such Claims are Deemed Allowed in the sum of \$4,372,000.00.

Retention of Liens on Collateral: The Holder of the Allowed Class 4 Claims shall retain all Liens on any Property constituting Collateral for such Allowed Class 4 Claims to secure payment of such Allowed Class 4 Claims following Confirmation.

Treatment: The Holders of the Allowed Class 4 Claims shall share, Pro-Rata, in the issuance of the interests in the Reorganized Debtor. At the earliest practicable date, the

Debtor or the Reorganized Debtor will take all reasonable steps to collect the sums owed to the Debtor (and pledged to the Class 4 Claimant) and to pay such amounts to the Holder of the Class 4 Claims until such Claims are satisfied in full. To the extent such proceeds are insufficient to fully satisfy the Allowed Amount of the Class 4 Claims, any deficiency shall be treated as part of the Allowed Other Unsecured Claims in Class 9.

Release of Liens on Collateral and Satisfaction of Claims: The Holder of the Class 4 Claim shall release its Liens on the Collateral upon the payment of the Allowed Amount of the Class 4 Claim. Following the payment of the proceeds of the Collateral for the Class 4 Claims as described above, the Debtor will not have any further obligations under the Plan or otherwise to make any further payments to the Holders of the Allowed Class 4 Claims other than the treatment provided to any deficiency claim as an Allowed Class 9 Claim, as further described below.

Voting: Class 4 Claims are Impaired. The Holders of the Allowed Claims in Class 4 shall be entitled to vote to accept or reject the Plan.

(e) **Class 5: Unsecured Claims of IHMC, as Assignee of Note with Plains Capital Bank**

Classification: Class 5 consists of any Allowed Claim of IHMC, as Assignee of Note between Plains Capital Bank and the Debtor. Such Claim shall be a Deemed Allowed Claim in the sum of \$1,361,174.78, or such other amount as to be agreed by the Holder of such Claim and the Jordan Estate. The Deemed Allowance of the Class 5 Claim shall not constitute an admission or determination of the amount or existence of any claim by IHMC or Plains Capital Bank against the Jordan Estate, whether as a guarantor or otherwise. The Jordan Estate denies any such liability.

Treatment: The Allowed Class 5 Claim of IHMC shall share Pro-Rata in the payments provided to the Allowed Class 9 Claims below. The Holder of the Allowed Class 5 Claim shall not receive any interests in the Reorganized Debtor on account of such Claims.

Retention of Rights Against IHMC: Plains shall retain any rights it may have against IHMC related to such Claim. To the extent that the Reorganized Debtor makes any distributions on account of Allowed Class 5 Claim, the Reorganized Debtor shall be subrogated to the Holder of such Class 5 Claim's claims against IHMC.

Suspension of Litigation Against the Jordan Estate: Any litigation pending against the Jordan Estate will be suspended upon confirmation of the Plan until the earlier of (i) the completion by the Reorganized Debtor of all distributions anticipated to be made to Allowed Class 5 Claim pursuant to this Plan and (ii) the default of the IHMC on any obligations to Plains that are secured by its claims against the Debtor.

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.

(f) **Class 6: Claim of ViewPoint Bank, NA**

Classification: Class 6 consists of any Allowed Claim of ViewPoint Bank, NA, f/k/a Highlands Bank of Texas. Such Claim shall be a Deemed Allowed Claim in the sum of \$1,237,111.24, or such other amount as to be agreed by the Holder of such Claim and the Jordan Estate.

Treatment: The Allowed Class 6 Claim shall share Pro-Rata in the payments provided to the Allowed Class 9 Claims below. The Holder of the Allowed Class 6 Claim shall not receive any interests in the Reorganized Debtor on account of such Claim.

Retention of Rights Against IHMC: ViewPoint Bank, NA shall retain any rights it may have against IHMC related to such Claim. To the extent that the Reorganized Debtor makes any distributions on account of Allowed Class 6 Claim, the Reorganized Debtor shall be subrogated to the Holder of such Class 6 Claim's claims against IHMC.

Suspension of Litigation Against the Jordan Estate: Any litigation pending against the Jordan Estate will be suspended upon confirmation of the Plan until the earlier of (i) the completion by the Reorganized Debtor of all distributions anticipated to be made to Allowed Class 6 Claim pursuant to this Plan and (ii) the default of IHMC on any obligations to ViewPoint Bank, NA that are secured by its claims against the Debtor.

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.

(g) **Class 7: Unsecured Claim of BOKF, NA d/b/a Bank of Texas**

Classification: Class 7 consists of any Allowed Claim of BOKF, NA d/b/a Bank of Texas. Such Claim shall be a Deemed Allowed Claim in the sum of \$3,608,326.16, or such other amount as to be agreed by the Holder of such Claim and the Jordan Estate. The Deemed Allowance of the Class 7 Claim shall not constitute an admission or determination of the amount or existence of any claim by BOKF, NA against the Jordan Estate, whether as a guarantor or otherwise. The Jordan Estate denies any alleged liability to BOKF, NA, and contests the calculation of BOKF, NA's alleged claim.

Treatment: The Allowed Class 7 Claim shall share Pro-Rata in the payments provided to the Allowed Class 9 Claims below. The Holder of the Allowed Class 7 Claim shall not receive any interests in the Reorganized Debtor on account of such Claim.

Voting: The Class 7 Claim is Impaired. The Holder of the Allowed Claim in Class 7 shall be entitled to vote to accept or reject the Plan.

(h) **Class 8: Contested Claims of Walter O'Cheskey, Trustee for American Housing Foundation**

Classification: Class 8 consists of the Allowed Claim, if any, of Walter O'Cheskey, Trustee for American Housing Foundation, or his successor and assigns.

Treatment: Prior to the Confirmation Hearing, the Court will consider and rule upon the allowance of the Claim in Class 8. To the extent O'Cheskey has a *bona fide* claim against Privado, such claim will be paid out of the proceeds of the sale of the assets of Privado after payment of any debt of Privado senior in right to payment. Such payment will reduce, dollar for dollar, the amount of any O'Cheskey Claim against the Debtor. The balance, if any, of the Allowed Class 8 Claim shall share Pro-Rata in the payments provided to the Allowed Class 9 Claims below. The Holder of the Allowed Class 8 Claim shall not receive any interests in the Reorganized Debtor on account of such Claims.

Voting: The Class 8 Claim is Impaired. The Holder of an Allowed Claim, if any, in Class 8 shall be entitled to vote to accept or reject the Plan.

(i) **Class 9: Unsecured Claims**

Classification: Class 9 consists of Allowed Unsecured Claims not otherwise classified in this Plan. The Unsecured Claims of the Jordan Estate are Deemed Allowed Class 9 Claims in the sum of \$888,434.00, plus such amounts of the Jordan Estates' \$4,372,000 Class 4 Secured Claim that is not satisfied from the liquidation of the Collateral securing payment of such Class 4 Claim

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 9 Claim shall receive a Pro-Rata share, along with the Holders of the Allowed Class 4 Claims, of the interests in the Reorganized Debtor following the Effective Date. All proceeds generated from the operations of, and collection or disposition of assets of, the Debtor or Reorganized Debtor, following the payment or distribution of amounts to be provided to Allowed Administrative Claims, Allowed Priority Tax Claims, and Allowed Claims in Classes 1-5 pursuant to the paragraphs above, shall be distributed Pro-Rata to the Holders of Allowed Class 9 Claims on account of such Claims.

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

(j) **Class 10: Claims of Debtor's Affiliates**

Classification: Class 10 consists of Allowed Unsecured Claims of entities that are affiliated with Debtor or Debtor's Parent Company, other than the Class 5 Claim of IHMC.

Treatment: All Class 10 Claims shall be disallowed and the Holders of such Claims shall receive no distribution pursuant to the Plan.

Voting: Class 10 Claims are Impaired and receive no distribution for purposes of the Liquidation Alternative. As the Holder of an Allowed Claim in Class 10 does potentially receive a distribution pursuant to the Liquidity Event Alternative, however (as is described further above), such Holder shall be entitled to vote to accept or reject the Plan.

(k) **Class 11: Equity Security Interests**

Classification: Class 11 consists of all Allowed Interests.

Treatment: All Class 11 Interests shall be cancelled and the Holders of such Interests shall receive no distribution pursuant to the Plan.

Voting: Class 11 Interests are Impaired and receive no distribution for purposes of the Liquidation Alternative. As the Holder of an Allowed Interest in Class 11 does potentially receive a distribution pursuant to the Liquidity Event Alternative, however (as is described further above), such Holder shall be entitled to vote to accept or reject the Plan.

VII.A
MEANS FOR IMPLEMENTATION OF THE PLAN – LIQUIDITY EVENT
ALTERNATIVE

In the event the Liquidity Event occurs, the Plan will be implemented as follows:

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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. 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 on account of any Claim or portion thereof unless and until such Claim or portion thereof is Allowed 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.

G. 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*.

H. 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 (a) 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, (b) any of the Malouf Interests for indemnification or contribution on account of the claims asserted against such parties in the O’Cheskey Adversary Proceeding, and (c) any party listed as receiving a pre-petition transfer from the Debtor in its Statement of Financial Affairs, and any mediate or intermediate transferee thereof.

VII.B

MEANS FOR IMPLEMENTATION OF THE PLAN—LIQUIDATION ALTERNATIVE

In the event the Plan is not implemented through the Liquidity Event Alternative, then the Plan will be implemented by the Liquidation Alternative as follows:

A. Conditions to Effectiveness of Liquidation Alternative

If the Liquidity Event has not occurred and the Liquidity Event Alternative has not been funded by February 28, 2013, or such later date as may be agreed to by the Jordan Estate and the Debtor, then the Liquidation Alternative shall become the Plan and shall be consummated.

B. Cancellation of Existing Equity Securities; Issuance of New Common Stock to Holders of Claims in Class 9

On the Effective Date of the Liquidation Alternative, all of the existing equity securities in the Debtor will be cancelled. The Debtor will issue 100% of its new equity securities to the holders of the claims in Classes 4 and 9.

C. Initial Board of Reorganized DTF; Term

The initial board of directors of Reorganized DTF shall be composed of the Chief Executive Officer, Kathryn Donaldson, Stephen Jordan, and Matt Malouf. The initial board of

directors shall serve an initial term of two years, provided that the terms of Matt Malouf will expire earlier in the event that the assets of Privado are sold.

D. Chief Executive Officer

[_____] will serve as the Chief Executive Officer of Reorganized DTF.

E. Cancellation of Servicer Contract between Privado and IHMC / Marketing of Privado Assets

The Reorganized Debtor will also cause Privado to terminate all of its contracts with the Parent Company and IHMC.

F. Litigation Claims

The Reorganized Debtor will, *inter alia*, pursue litigation against the Parent Company and its affiliates, including International Hospital Management Corporation (“*IHMC*”) in respect of what the Jordan Estate believes to be the actionable termination of these valuable contracts.

G. 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.

H. 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 and shall be liquidated for the benefit of the Allowed Claims held against the Debtor as provided above.

I. 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.

J. 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.

K. 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. 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 on account of any Claim or portion thereof unless and until such Claim or portion thereof is Allowed 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.

L. 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*.

M. 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.

VIII. FEASIBILITY OF THE PLAN AND PLAN ALTERNATIVES

The Jordan Estate believes that the Jordan Estate Plan is feasible based upon the potential recapitalization and refinancing transactions undertaken by Debtor's Parent Company and other affiliates and the provision by the Jordan Estate Plan of a Liquidation Alternative should such transactions be unsuccessful. Please see the Debtor's Disclosure Statement for additional information regarding the feasibility of the Jordan Estate Plan and Plan Alternatives.

IX. RISK FACTORS

The primary risk factor associated with the Liquidity Event Alternative in the Jordan Estate Plan is the ability of the Debtor's Parent Company and other Affiliates to consummate the recapitalization and refinancing transactions that are the source of funds to consummate the Jordan Estate Plan and provide for the payment and treatment to Creditors thereunder. Although Debtor and its Parent Company believe that such transactions can and will be consummated within the time required to confirm and perform the Jordan Estate Plan, there can be no assurance or guarantee that such transactions will close or that such funds will be made available to the Debtor and its affiliates to consummate the Jordan Estate Plan. Should such Liquidity Event not occur, the Jordan Estate Plan provides for a Liquidation Alternative.

The primary risk factors associated with the Liquidation Alternative in the Jordan Estate Plan are: the Reorganized Debtor's lack of liquid resources to fund the cost of liquidation of the Debtor's illiquid assets, such as stock in subsidiaries, notes and accounts receivable and litigation, and claims against the Parent Company and its affiliates; and the uncertainty of the recovery to be obtained through the liquidation of the Debtor's remaining assets. There can be no assurance or guarantee that there will be sufficient funds to pursue collection of the Debtor's claims against third parties or that such liquidation will provide sufficient funds to satisfy the claims against the Debtor or to provide any meaningful recovery to the Holders of Allowed Unsecured Claims against the Debtor, or that any additional recovery by the Estate provided by the Liquidation Alternative will exceed the additional costs necessary to liquidate such assets through a liquidation plan under Chapter 7.

**X.
CERTAIN FEDERAL INCOME TAX CONSEQUENCES**

Please see the Debtors' Disclosure Statement for information regarding certain income tax consequences of the Jordan Estate Plan.

**XI.
CONCLUSION**

This Disclosure Statement Supplement 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 Jordan Estate Plan as proposed. The Jordan Estate Plan is the result of the effort of the Jordan Estate to ensure the payment of all allowed claims against Debtor substantially in full, and to provide a meaningful alternative plan in the event that the Liquidity Event does not close. The Jordan Estate believes that the Jordan Estate 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, including the plan submitted by the Debtor. The Jordan Estate, therefore, hereby urges you to vote in favor of the Plan.

Respectfully Submitted,

Estate of Michael H. Jordan

By: /s/ Kathryn J. Donaldson
Kathryn J. Donaldson, Co-Executor

-and-

By: /s/ Stephen J. Jordan
Stephen J. Jordan, Co-Executor

Dated: November 30, 2012