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

In re: §
§ **Chapter 11**
Dallas Proton Treatment Center, LLC, et §
al. § **Case No. 15-33783**
§
Debtors. § **(Jointly Administered)**

**DISCLOSURE STATEMENT IN SUPPORT OF THE DEBTORS' JOINT PLAN OF
REORGANIZATION**

IMPORTANT DATES

- Voting Record Date: [REDACTED], 2016
- 3018 Motion Deadline: [REDACTED], 2016
- Objection Deadline: [REDACTED], 2016, 5:00 p.m. (CDT)
- Voting Deadline: [REDACTED], 2016, 5:00 p.m. (CDT)
- Confirmation Hearing: [REDACTED], 2016, 5:00 p.m. (CDT)

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PROTON TREATMENT HOLDINGS, LLC, and
DALLAS PROTON TREATMENT CENTER, LLC**

Dated: March 1, 2016

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I. INTRODUCTION AND SUMMARY

A. Overview.

On September 17, 2015 (the “**Petition Date**”), Dallas Proton Treatment Holdings, LLC (“**Holdings**”) and Dallas Proton Treatment Center, LLC (“**Center**”), debtors and debtors-in-possession (collectively, the “**Debtors**”) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”). The Debtors’ bankruptcy cases are being jointly administered under Case No. 15-33783 (the “**Chapter 11 Cases**”). The Debtors submit this disclosure statement (the “**Disclosure Statement**”) pursuant to Section 1125 of the Bankruptcy Code for use in the solicitation of votes on the Joint Plan of Reorganization (the “**Plan**”) proposed by the Debtors.¹ The Plan was filed with the Bankruptcy Court on March 1, 2016. The following introduction and summary is a general overview only and is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information and financial statements appearing elsewhere in this Disclosure Statement and the Plan. All capitalized terms not defined in this Disclosure Statement have the meanings given to them in the Plan. A copy of the Plan, separately filed in the Chapter 11 Case, is **Appendix 1** to this Disclosure Statement.

This Disclosure Statement sets forth certain information regarding the Debtors’ prepetition operating and financial history, the need to seek Chapter 11 protection, significant events that have occurred during the Chapter 11 Cases, and the anticipated reorganization and operations of the Reorganized Debtors, certain operating and financial information and a description of the securities to be issued under the Plan. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that Creditors in impaired Classes must follow for their votes to be counted. Certain provisions of the Plan, and thus the descriptions and summaries contained in this Disclosure Statement, may be the subject of continuing negotiations among the Debtors and various parties, may not have been finally agreed upon, and may be modified. Such modifications, however, will not have a material effect on the distributions contemplated by the Plan.

Each Debtor is a proponent of the Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan contains separate Classes and proposes recoveries for holders of Claims against and Interests in the Debtors. After careful review of the Debtors’ current business operations, estimated recoveries in a liquidation scenario, and the prospects of ongoing business, the Debtors have concluded that the recovery to Creditors will be maximized by the reorganization of the Debtors as contemplated by the Plan. Specifically, the Debtors believe that their businesses and assets have significant going concern value that would not be realized through liquidation, either in whole or in substantial part.

B. Notice to Holders of Claims and Equity Interests.

This Disclosure Statement is being transmitted to certain Creditors for the purpose of soliciting votes on the Plan, and to others for informational purposes. The purpose of this Disclosure Statement is to provide adequate information to enable the holder of a Claim against the Debtors to make a reasonably informed decision with respect to the Plan before voting to accept or reject the Plan. Nothing in the Disclosure Statement should be construed as a statement of approval on behalf of any creditor or equity interest holder of the Debtors with respect to the contents thereof.

¹ Capitalized terms not defined in the Disclosure Statement are defined in the Plan.

By order entered on _____, 2016 (attached to this Disclosure Statement as **Appendix 2**) the Bankruptcy Court approved this Disclosure Statement as containing information of a kind and in sufficient and adequate detail to enable Creditors entitled to vote on the Plan to make an informed judgment with respect to acceptance or rejection of the Plan. The Bankruptcy Court's approval of this Disclosure Statement does not constitute either a guaranty of the accuracy or completeness of the information contained in this Disclosure Statement or the Bankruptcy Court's endorsement of the Plan.

You are encouraged to read this Disclosure Statement and its appendices carefully and completely before deciding to vote either to accept or to reject the Plan. If the description set forth in this Disclosure Statement and the terms of the Plan conflict, the terms of the Plan will govern.

This Disclosure Statement and the other materials included in the solicitation package are the only documents authorized by the Bankruptcy Court to be used in connection with the solicitation of votes on the Plan. No solicitation of votes may be made except after distribution of this Disclosure Statement, and no person has been authorized to distribute any information concerning the Debtors or the Plan other than the information contained in this Disclosure Statement.

Certain of the information contained in this Disclosure Statement is by its nature forward-looking and contains estimates, assumptions and projections that may be materially different from actual or future results. Except with respect to the projections set forth in **Appendix 4** (collectively, the "**Projections**"), and except as otherwise specifically and expressly stated, this Disclosure Statement does not reflect any events that may occur after the date of this Disclosure Statement and that may have a material impact on the information contained in this Disclosure Statement. None of the Debtors or the Reorganized Debtors intend to update the Projections; thus, the Projections will not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the Projections. Further, the Debtors do not anticipate that any amendments or supplements to this Disclosure Statement will be distributed to reflect such occurrences.

The Plan requires that the Plan Documents be entered into as part of the Plan confirmation process or otherwise to consummate the transactions contemplated by the Plan. The Plan Documents will be executed on or before the Effective Date to reflect the final restructuring agreements that will be approved by the Bankruptcy Court. A separate listing of the Plan Documents can be obtained from the Debtors' counsel, Gardere Wynne Sewell LLP, at the address identified in Section I.D of this Disclosure Statement.

Except where specifically noted, the financial information contained in this Disclosure Statement has not been audited by a certified public accountant and may not have been prepared in accordance with generally accepted accounting principles.

The information contained in this Disclosure Statement is included for purposes of soliciting acceptances of the Plan and may not be relied upon for any purpose other than to determine how to vote on the Plan. No person may give any information or make any representations, other than the information and representations contained in this Disclosure Statement, regarding the Plan or the solicitation of acceptances of the Plan.

This Disclosure Statement has been prepared in accordance and compliance with Section 1125 of the Bankruptcy Code and Rule 3016(b) of the Federal Rules of Bankruptcy Procedure and not necessarily in accordance with federal or state securities laws or other non-bankruptcy law. This Disclosure Statement has been neither approved nor disapproved by the Securities and Exchange Commission (the "**SEC**"), nor has the SEC passed upon the accuracy or adequacy of the statements contained in this Disclosure Statement.

As to contested matters, adversary proceedings and other actions or threatened actions, this Disclosure Statement will not constitute or be construed as an admission of any fact or liability, stipulation or waiver, but rather as a statement made in settlement negotiations and is, therefore, protected under Rule 408 of the Federal Rules of Evidence. This Disclosure Statement will not be construed to be conclusive advice on the tax, securities, or other legal effects of the Plan as to holders of Claims against, or Equity Interests in, the Debtors.

C. Summary Of Treatment Of Claims And Equity Interests Under The Plan.

The Plan constitutes a joint plan of reorganization for the Debtors and the substantive consolidation of the Debtors' Estates only for distribution purposes under the Plan. The Plan contains definitions and rules of interpretation and provides the treatment of separate classes for holders of Claims against, and Equity Interests in, the Debtors. As required by the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified.

The table below summarizes the classification and treatment of the principal prepetition Claims and Interests under the Plan. The classification and treatment for all Classes are described in more detail in Articles 4 and 5 of the Plan.

Treatment and Classifications of Claims against Holdings:

Class	Class Description	Treatment Under Plan
A1	Secured Tax Claims (Impaired; entitled to vote)	Class A1 shall be deemed to have Allowed Secured Claims in amounts to be determined at the Confirmation Hearing. Each Class A1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class A1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A1 Claim in full and final satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A1 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A1 Claim shall be included as a Class A7 Claim.
A2	M&M Lienholder Claims (Impaired; entitled to vote)	Each Class A2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each Class A2 Claim in full and final satisfaction of that holder's Class A2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class A2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A2 Claim shall be included as a Class A7 Claim.
A3	Other Secured Creditors. (Impaired; entitled to vote)	Each Class A3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the

Class	Class Description	Treatment Under Plan
		<p>full amount of each Class A3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A3 Claim in full and final satisfaction of that holder’s Class A3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A3 Claim shall be included as a Class A7 Claim.</p>
A4	<p>Dallas Proton, LLC</p> <p>(Impaired; entitled to vote)</p>	<p>The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC (as well as Warren, individually), seeking to (a) avoid the liens and/or security interests claimed by the holders of Class A4 Claims in the Debtors’ assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class A4 Claim will be classified as a Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court’s determination.</p> <p>If the Avoidance Action is unsuccessful, the Class A4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim A4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class A4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral to the holder of each Class A4 Claim in full and final satisfaction of that Class A4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:</p> <ul style="list-style-type: none"> <li data-bbox="704 1266 1360 1297">i. Amount. Determined by the Bankruptcy Court <li data-bbox="704 1331 1398 1362">ii. Collateral. Notes Receivable and Dallas Property. <li data-bbox="704 1396 1243 1428">iii. Maturity Date. September 30, 2023. <li data-bbox="704 1461 1433 1692">iv. Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A4 Claim shall be due and payable. No prepayment penalty. <li data-bbox="704 1726 1433 1854">v. Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.

Class	Class Description	Treatment Under Plan
		<p>If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A4 Claim shall be included as a Class A7 Claim. Nothing in the Plan is intended to affect any <i>pari-passu</i> provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.</p>
A5	<p>Lulu Limited</p> <p>(Impaired; entitled to vote)</p>	<p>The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by Lulu Limited in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A5 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class A5 Claim will be classified as a Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court's determination.</p> <p>If the Avoidance Action is unsuccessful, the Class A5 Claim of Lulu Limited shall be treated as an Allowed Claim A5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class A5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral to the holder of each Class A5 Claim in full and final satisfaction of that Class A5 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:</p> <ol style="list-style-type: none"> <li data-bbox="704 1199 1360 1230">i. Amount. Determined by the Bankruptcy Court <li data-bbox="704 1262 1398 1293">ii. Collateral. Notes Receivable and Dallas Property. <li data-bbox="704 1325 1243 1356">iii. Maturity Date. September 30, 2023. <li data-bbox="704 1388 1433 1629">iv. Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A5 Claim shall be due and payable. No prepayment penalty. <li data-bbox="704 1661 1433 1787">v. Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust. <p>If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A5 Claim shall be included as a Class A7 Claim.</p>

Class	Class Description	Treatment Under Plan
		Nothing in the Plan is intended to affect any <i>pari-passu</i> provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.
A6	Unsecured Noteholder Claims (Impaired; entitled to vote)	Each Class A6 claim shall receive on account of its Allowed Class A6 Claim: (a) its <i>pro rata</i> share of the GPTC Distribution described below, (b) its <i>pro rata</i> share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their <i>pro rata</i> percentage of their Allowed Class A6 Claim to the total amount of all Allowed Class A6 and A7 claims. Postpetition interest on each Class A6 Claim shall accrue at 8%.
A7	General Unsecured Claims (Impaired; entitled to vote)	The Class A7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class A7 Claim, in amounts set forth in the Plan.
A8	Convenience Claims (Impaired; entitled to vote)	Except to the extent a holder of a Convenience Claim in Class A8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.
A9	Intercompany Claims (Impaired; entitled to vote)	The Class A9 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A8 are paid in full. Once such classes are paid in full, the Class A9 Claims shall receive <i>pro rata</i> distributions from the First, Second, or Third Cash.
A10	Subordinated Claims of Insiders (Unimpaired; Not entitled to vote)	The Class A10 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A9 are paid in full. Once such classes are paid in full, the Class A10 Claims shall receive <i>pro rata</i> distributions from the First, Second, or Third Cash.
A11	Equity Interest Holders (Unimpaired; Not entitled to vote)	The Class A11 Equity Interest Holders shall retain their Equity Interest in Reorganized Holdings.

Treatment and Classifications of Claims against Center:

Class	Class Description	Treatment Under Plan
B1	Secured Tax Claims (Impaired; entitled to vote)	Each Class B1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B1 Claim in full and final

Class	Class Description	Treatment Under Plan
		satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B1 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B1 Claim shall be included as a Class B7 Claim.
B2	M&M Lienholder Claims. (Impaired; entitled to vote)	Each Class B2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each Class A2 Claim in full and final satisfaction of that holder's Class B2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class B2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B2 Claim shall be included as a Class B7 Claim.
B3	Other Secured Claims (Impaired; entitled to vote)	Each Class B3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B3 Claim in full and final satisfaction of that holder's Class B3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B3 Claim shall be included as a Class B8 Claim.
B4	Dallas Proton, LLC (Impaired; entitled to vote)	<p>The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC, seeking to (a) avoid the liens and/or security interests claimed by the Warren Parties in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B4 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.</p> <p>If the Avoidance Action is unsuccessful, the Class B4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim B4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class B4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral to the holder of each Class B4 Claim in full and final satisfaction of that Class B4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:</p>

Class	Class Description	Treatment Under Plan
		<p>i. Amount. Determined by the Bankruptcy Court</p> <p>ii. Collateral. Notes Receivable and Dallas Property.</p> <p>iii. Maturity Date. September 30, 2023.</p> <p>iv. Other Terms. Principal and interest payments will be payable monthly at a rate of 7% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the B4 Claim shall be due and payable. No prepayment penalty.</p> <p>v. Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.</p> <p>If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B4 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any <i>pari-passu</i> provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.</p>
B5	Lulu Limited (Impaired; entitled to vote)	<p>Each holder of a Class B5 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B5 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B5 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B5 Claim.</p> <p>The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by Lulu Limited in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B5 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B5 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.</p> <p>If the Avoidance Action is unsuccessful, the Class B5 Claim of Lulu Limited shall be treated as an Allowed Claim B5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class B5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral to the holder of each Class B5 Claim in full and final</p>

Class	Class Description	Treatment Under Plan
		<p>satisfaction of that ClassB Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:</p> <ul style="list-style-type: none"> i. Amount. Determined by the Bankruptcy Court ii. Collateral. Notes Receivable and Dallas Property. iii. Maturity Date. September 30, 2023. iv. Other Terms. Principal and interest payments will be payable monthly at a rate of 7% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the B5 Claim shall be due and payable. No prepayment penalty. v. Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust. <p>If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B5 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any <i>pari-passu</i> provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.</p>
B6	Unsecured Noteholder Claims (Impaired; entitled to vote)	Each Class B6 claim shall receive on account of its Allowed Class B6 Claim: (a) its <i>pro rata</i> share of the GPTC Distribution described below, (b) its <i>pro rata</i> share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their <i>pro rata</i> percentage of their Allowed Class B6 Claim to the total amount of all Allowed Class B6 and B7 claims. Postpetition interest on each Class B6 Claim shall accrue at 8%.
B7	General Unsecured Claims (Impaired; entitled to vote)	The Class B7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class B7 Claim, in amounts set forth in the Plan.
B8	Convenience Claims (Impaired; entitled to vote)	Except to the extent a holder of a Convenience Claim in Class B8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed

Class	Class Description	Treatment Under Plan
		Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.
B9	Intercompany Claims (Impaired; entitled to vote)	The Class B9 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B8 are paid in full. Once such classes are paid in full, the Class B9 Claims shall receive <i>pro rata</i> distributions from the First, Second, or Third Cash.
B10	Subordinated Claims of Insiders (Unimpaired; Not entitled to vote)	The Class B10 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B9 are paid in full. Once such classes are paid in full, the Class B10 Claims shall receive <i>pro rata</i> distributions from the First, Second, or Third Cash.
B11	Equity Interest Holders (Unimpaired; Not entitled to vote)	The Class B11 Equity Interest Holders shall retain their Equity Interest in Reorganized Center.

D. General Voting Procedures, Ballots, and Voting Deadline.

Accompanying this Disclosure Statement are, among other things, copies of (1) the Plan (**Appendix 1** and separately filed in these Chapter 11 Cases); (2) the notice of, among other things, the time for submitting Ballots to accept or reject the Plan; the date, time and place of the hearing to consider the confirmation of the Plan and related matters, and the time for filing objections to the confirmation of the Plan (the “Confirmation Hearing Notice”), a copy of which is attached to this Disclosure Statement as **Appendix 5**; and (3) if you are entitled to vote, one or more Ballots (and return envelopes along with detailed instructions accompanying the Ballots) to be used in voting to accept or to reject the Plan.

After carefully reviewing the Plan, this Disclosure Statement, and (if you are entitled to vote) the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by checking the appropriate box on the enclosed Ballot. Please complete and sign your original Ballot (copies will not be accepted) and return it in the envelope provided. You must provide all of the information requested by the appropriate Ballot. Failure to do so may result in the disqualification of your vote. Each Ballot has been coded to reflect the Class of Claims it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot or Ballots sent to you with this Disclosure Statement.

In order for your vote to be counted, your Ballot must be properly completed as set forth above and in accordance with the voting instructions on the Ballot and **ACTUALLY RECEIVED** no later than _____, 2016 at __:00 __.m. (Central time) (the “Voting Deadline”) by Gardere Wynne Sewell LLP, Debtor’s counsel. Your Ballot contains the contact information for Debtor’s counsel. The contact information for Debtor’s counsel is also listed below.

Ballots received after the voting deadline will not be counted.

Questions About Voting Procedures

If: (1) you have any questions about (a) the procedure for voting your Claim, (b) the packet of materials that you have received, or (c) the amount of your Claim(s); or (2) you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents, please contact:

GARDERE WYNNE SEWELL LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4761
Telephone: 214.999.3000
Facsimile: 214.999.4667
Attn: Karen Oliver

E. Confirmation Hearing and Deadline for Objections to Confirmation.

The Bankruptcy Court has scheduled the Confirmation Hearing to begin on _____, 2016, at __:00 __.m. (Central time) before the Honorable Stacey G. Jernigan, United States Bankruptcy Judge, at the Earle Cabell Federal Bldg, 1100 Commerce St, Dallas, TX 75242. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed with the Clerk of the Bankruptcy Court and served so that they are **ACTUALLY RECEIVED** on or before _____, 2016, at __:00 __.m. (Central time) by:

Counsel to the Debtors:
GARDERE WYNNE SEWELL LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4761
Telephone: 214.999.3000
Facsimile: 214.999.4667
Attn: Mark C. Moore

The United States Trustee:
OFFICE OF THE UNITED STATES TRUSTEE
Earle Cabell Federal Building
1100 Commerce Street, Room 976
Dallas, TX 75242
Attn: MaryFrances Durham
Telephone: (214) 767-8967

THE DEBTORS BELIEVE THAT THE PLAN PROVIDES THE BEST RECOVERIES POSSIBLE FOR THE HOLDERS OF CLAIMS AGAINST THE DEBTORS.

THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. BACKGROUND REGARDING THE DEBTORS

A. Proton Therapy, Generally.

Proton therapy is a highly advanced form of radiation therapy that can provide cancer patients with an increased likelihood of superior clinical outcomes and fewer side effects or complications when compared to surgery, chemotherapy and conventional radiation (photon/X-ray) therapy alternatives. Proton therapy uses accelerated particles (protons) to precisely treat cancerous tumors throughout the body. Proton therapy is more precise than conventional forms of radiation treatment, delivering an exact, high dose of radiation to a tumor site while sparing surrounding healthy tissue and organs from damage.

The American Cancer Society estimates that there will be approximately 1,685,210 new cancer cases in the U.S. in 2016 (841,390 cases in males and 843,820 cases in females). Of which, about 60%, or 1,011,126 cases, will be treated with radiation therapy. The Debtors believe that approximately 20% of all patients treated with radiation therapy, or more than 202,225 patients in 2016, will be candidates for proton therapy treatment.

Proton therapy is a well-established form of cancer treatment that is currently used in 20 centers in the U.S. and in 58 centers worldwide. Currently, there are 19 more proton therapy treatment centers

under construction or planned in the U.S., and it is anticipated that there will be approximately 29 centers in operation in North America at the time that the Project begins operating at full patient capacity.

B. Overview of Business Operations.

Dallas Proton Treatment Holdings, LLC (“**Holdings**”) was formed in January 2010 and is registered as a limited liability company under the laws of the State of Delaware. Holdings’ authorized purpose is to conduct whatever business is necessary to design, finance, construct, and manage a licensed, freestanding healthcare center (the “**Project**”) in the Dallas, Texas area that provides proton-radiation therapy for patients with cancerous tumors. Holdings’ wholly owned subsidiary, Dallas Proton Treatment Center, LLC (“**Center**”) was formed in March 2012 for the specific purpose of developing, owning, and operating the Project. Center is registered as a limited liability company under the laws of the State of Delaware and is the legal owner of a tract of land and improvements at 2300 N. Stemmons Fwy, Dallas, TX 75207 (the “**Dallas Property**”).

Center’s primary assets are (a) the real estate constituting the Dallas Property, which the Debtors believe is worth approximately \$26,600,000, and (b) a deposit on the proton equipment worth \$452,559. Center purchased that real estate on or around November 12, 2013, for approximately \$11,600,000. Center has spent approximately \$18,000,000 in additional funds to develop and start construction of the Project.

Holding’s primary assets are (a) notes receivable from Advanced Particle Therapy, LLC with a net book value of approximately \$29,000,000, including interest calculated as of the end of January 2016 (the “**Notes Receivable**”), (b) a D&O reimbursement claim for attorney’s fees from state court litigation prior to the bankruptcy filing with a net book value of approximately \$500,000, and (c) equity interest in Center that would include the value of the Dallas Property. The Debtors also have invaluable contacts and good will through their connection with academic medical institutions such as the University of Texas Southwestern Medical Center.

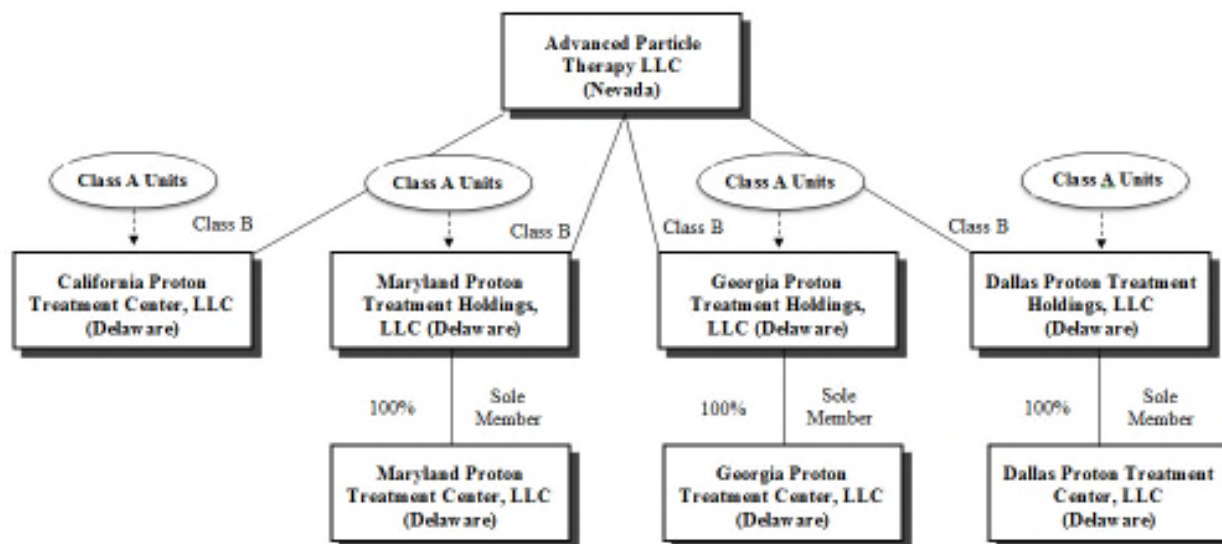
C. APT Project Overview

The Project is the last of a four-facility program to build four proton-therapy centers across the United States. All four centers were/are being developed and constructed under the management of Advanced Particle Therapy, LLC (“**APT**”). As of the Petition Date, APT owned approximately 95% of the Class B equity units, and 96.4% of the Class A equity units, in Holdings.

To build these four centers, APT has already raised over \$750,000,000. The non-Dallas proton centers are located in San Diego, California; Baltimore, Maryland; and Atlanta, Georgia. Their various states of completion, and their associated clinical partners, are as follows:

- **California Proton Treatment Center** – Scripps Health – Began seeing patients in February 2014.
- **Maryland Proton Treatment Center** – University of Maryland – Began patient consults in December 2015 and treatments in February 2016.
- **Georgia Proton Treatment Center** – Emory Healthcare – Scheduled to open for treatments in late 2017.

An organizational chart showing the projects of APT is contained below:



Upon completion of construction and financing, the Debtors intend to partner with University of Texas Southwestern Medical Center to open the Dallas Center with a tentative timetable of first quarter 2018. UT Southwestern has pledged its support of these bankruptcy proceedings.

D. The Varian-Hitachi Equipment Switch and the Genesis of the Notes Receivable

When UT Southwestern issued its Request for Proposal for a proton center in Dallas, the original equipment provider for the proton beam therapy equipment in the facility was Varian Medical Systems (“*Varian*”). That is the same equipment provider used in California and Maryland. When APT responded to the RFP in August 2011 and was subsequently awarded the project, Varian was the slated equipment provider.

In the spring of 2012, UT Southwestern requested that the equipment provider for the Dallas Center be changed to Hitachi America, Ltd. Negotiations on a new term sheet and necessary design alterations culminated in term sheets for the operation and maintenance of the equipment and the purchase of the system itself that were executed in August and November 2012, respectively. In September 2012, the Debtors paid a \$3 million deposit to Hitachi as part of the negotiation process.

The following March, Hitachi representatives met with the Debtors in Texas to discuss outstanding issues with the language of the final operation and maintenance and purchase contracts. At the time, the Debtors were primarily concerned with the level of risk they were being forced to assume by Hitachi in terms of software, integration, and potential repair or replacement should things not work as expected.

The negotiations with Hitachi fell apart in September 2013 as the parties could not agree to contract terms suitable to the project. As a result, the Debtors resumed discussions with Varian that ultimately netted a discount for the project. That same month, the Debtors made the decision (with UT Southwestern’s approval) to switch back to Varian. The difference in the configurations between Varian and Hitachi required a second of redesign the Dallas Center to accommodate Varian’s system, causing additional delay in the ability to start actual construction.

On October 3, 2013, the Debtors executed the proton system purchase agreement with Varian. Incorporated into that agreement was a “Project Timeline” that called for “interface coordination,” the

process of redesigning the building to fit Varian's equipment, to be conducted over a 12-month period from November 2013 to October 2014.

The request to change from Varian to Hitachi (and then back to Varian) as proton equipment provider caused massive changes to the timeline of the Dallas Center through months of fruitless negotiations with Hitachi, design alterations for the equipment (gantries are different sizes and configurations, cyclotron vs. synchrotron, etc.) and negotiations (with both Hitachi and Varian) on the terms of the agreement, including operations and maintenance.

During the roughly 2-year period from spring of 2012 to spring of 2014 in which the Debtors switched equipment providers from Varian to Hitachi and back to Varian, investor money continued to come in from various sources as the Debtors sought to purchase the Dallas Property and continue raising funds. With the ongoing negotiations and redesigns, however, the Debtors were not in a position to be able to utilize those funds in construction of the Dallas Center. At the same time, they were being required to pay interest, either at 10 or 12% per annum depending on the source of the funds. As a result, the longer the project was delayed, the more money was lost due to capital costs for virtually no gain.

It was against this backdrop – a company flush with cash that could not be spent on construction yet (but that would be needed in the foreseeable future) and capital costs eroding project value – that the Debtors decided to begin putting those funds to use through intercompany loans. The purpose of these loans, which would go to APT for distribution to other affiliated entities, was two-fold: 1) to facilitate the completion of other projects that would, in turn, make it easier to complete the Dallas Center, and 2) offset the capital costs associated with the investments received by the Debtors. As to the first, completion of other centers, particularly Maryland, establishes a track record of success that would make fundraising in Dallas easier, particularly with respect to institutional investors. As to the second, the loans would be made at either 10 or 12% interest depending on the prevailing cost of capital for the Debtors at that time, and would be structured to allow pre-payment at any time with no penalty. Nothing in any of the Debtors' loan documents with any party prohibited intercompany transfers or the use of the funds in the contemplated fashion.

The first intercompany loan was made in May 2012, when Holdings loaned approximately \$4,000,000 to APT, that was then loaned again to MPTC. This loan, along with another made on August 17, 2012 in the amount of \$2,000,000, was repaid in full on August 31, 2012. The final intercompany loan was made on or about March 28, 2014 in the amount of \$1,500,000, with the funds going to Georgia Proton Treatment Center ("*GPTC*"). Around the same time, the Debtors prepared to begin construction following the redesign of the facility and negotiation of the various contracts involved.

Altogether, between May 2012 and March 2014, Holdings loaned approximately \$43,700,000 to APT for distribution to either Maryland or Georgia. Of that total, approximately \$13,850,000 in loans has been repaid in full, with an additional \$2,075,000 repaid in part. Therefore, as reflected in the Debtors' schedules, the balance due to Holdings as of the Petition Date was approximately \$27,775,000 plus interest, which totaled approximately \$28,832,169.00 on September 17, 2015. APT does not dispute that it owes these debts.

Subsequent to the Petition Date, APT negotiated and received permission from Deutsche Bank, MPTC's senior secured lender (discussed in more detail below), for MPTC to resume making interest payments on the balance owed on account of the intercompany loans. On October 30, 2015, MPTC finally received approval to resume those payments in the amount of approximately \$142,000 per month. Following that approval, MPTC has made the interest payments for the post-petition months of October, November, December, January, and February. These payments constitute the Debtors' major source of post-petition income, totaling approximately \$750,000 so far.

E. Warren Notes

On or about August 28, 2013, Holdings issued a promissory note in the aggregate principal amount of twenty million dollars (\$20,000,000) to Kelcy Warren (“**Warren**”) in exchange for the same amount in funds to be loaned to that entity (the “**Original Note**”). The Original Note was an unsecured convertible promissory note granting Warren the right to convert up to 50% of the principal amount into equity.

Four months later, in late January 2014, Warren demanded that the Original Note with Holdings be rewritten to provide a security interest in the Dallas Property owned by Center, as well as all or virtually all of Holdings’ assets, including the Notes Receivable owed to that entity. On February 7, 2014, Holdings executed a Note Amendment Agreement and Amended and Restated Senior Secured Promissory Note (the “**Amended Note**”), along with a Security Agreement. The Security Agreement purported to grant Warren a security interest in all or virtually all of Holdings’ assets to secure the indebtedness under the Amended Note. The Security Agreement also granted Warren a security interest in land owned by Center, and was eventually paired with a Deed of Trust for the Dallas Property executed by Center.

Warren perfected his security interest in the Debtors’ property by filing his UCC-1 Financing Statement and recording his Deed of Trust in April 2015. Warren’s Amended Note bears interest at a rate of 12% per annum. On July 29, 2015, Warren assigned to Dallas Proton, LLC, an entity he owns and/or controls, all of his right, title, and interest in the Amended Note, any predecessor note, and all other liens and security interests against the Debtors, including the Deed of Trust.

F. Wallace Notes

On or about April 2, 2012, Holdings issued a promissory note in the aggregate principal amount of twenty-five million dollars (\$25,000,000) to Lulu Limited in exchange for the same amount in funds to be loaned to that entity (the “**Original Note**”).

Nearly two years later, in February 2014, the parties agreed to cancel the existing indebtedness and issue a new senior secured promissory note granting Lulu Limited a security interest in the Dallas Property owned by Center, as well as all or virtually all of Holdings’ assets. Lulu Limited received an amended note that was substantially similar to Warren’s at that time, and later received a Deed of Trust in the Dallas Property executed by Center.

Lulu Limited perfected its security interests in the Debtors’ property by filing its UCC-1 Financing Statement and recording its Deed of Trust in August 2015. Lulu Limited’s amended note bears interest at a rate of 12% per annum.

G. Convertible Notes/Debentures.

Between August 7, 2013 and April 10, 2014, the Debtors received approximately thirteen million, one-hundred thousand dollars (\$13,100,000) in investments through convertible notes for use in the Project. These notes granted the Noteholders the option of converting their indebtedness to Class A1 or Class A2 equity units in Holdings at any time prior to repayment and bear interest at a rate of 12% per annum. Additionally, Lulu Limited invested approximately two million dollars (\$2,000,000) on July 31, 2014 in exchange for an unsecured convertible note. Accrued interest in the amount of \$600,000 was subsequently rolled into the face value of the note, which remains outstanding. This note bears interest at a rate of 15% per annum.

Between May 27, 2014 and April 29, 2015, the Debtors received approximately fifteen million, two-hundred and fifty thousand dollars (\$15,250,000) in investments through convertible debentures for use in the Project. These debentures granted the holder the option of converting their indebtedness to Class A1 or Class A2 equity units in Holdings at any time prior to repayment and bear interest at a rate of 12% per annum.

H. Other Prepetition Debt (Vendors/Unsecured Debt).

As of the Petition Date, the Debtors had approximately \$3 million to \$4 million of additional indebtedness, comprised primarily of vendor and contract claims. None of this indebtedness is secured by any of the Debtors' assets.

I. Prepetition Capital Structure.

The membership interests authorized as well as issued and outstanding for each Debtor, and the Debtor entity that holds such interests, is set forth on the table below:

Debtor	Authorized Membership Interests	Issued Interests	Equity Interest Holders
Dallas Proton Treatment Holdings, LLC	80 Units (Class A)	80 Units	Advanced Particle Therapy, LLC
	3 Units (Class A2)	3 Units	CA Investments, LLC Robert Zachary Price Rev. Living Trust Andrews Family Enterprises, LLC
	52,859 Units (Class B)	52,859 Units	Advanced Particle Therapy, LLC (50,000 units) Lulu Limited (2,859 units)
Dallas Proton Treatment Center, LLC	100%	100%	Dallas Proton Treatment Holdings, LLC

J. Events Precipitating the Chapter 11 Cases.

In mid-May 2015, one of the Debtors' affiliates, MPTC, closed its senior secured financing with Deutsche Bank after nearly six months of negotiating. Throughout the negotiations with MPTC, Deutsche Bank represented that it would fund the repayment to APT of the Notes Receivable, which would allow repayment of the same notes to the Debtors. At the eleventh hour, Deutsche Bank refused to fund all of the outstanding balance on the Notes Receivable owed by MPTC to APT (and APT to Dallas). As a compromise, Deutsche Bank agreed to allow MPTC to conduct an offering of \$20 million in Series C sub-debt from which both the Notes Receivable and APT's development fees could be paid.

Maryland's inability to repay its portion of the Notes Receivable in May 2015 exacerbated the Debtors' prior difficulty making outstanding interest payments to certain investors, including Warren and Lulu Limited. As a result, Warren filed suit against the Debtors in Dallas County, Texas in late June 2015 and moved the state court to appoint a receiver to liquidate the Dallas Property for only his benefit. Warren had previously posted the Dallas Property for foreclosure.

Immediately after Warren's suit was filed, the Debtor attempted to work out Warren's loan. Those attempts included a Rule 11 Agreement executed on August 26, 2015 that allowed Warren unabridged access to APT's books and records in California. Warren's representatives were on-site at APT's offices

in California for three days, ultimately copying and/or removing approximately 2,000 pages of documents. Those documents included the Notes Receivable at issue, offering materials for the various centers, financial reports and statements, and bank reconciliations for both APT and the Debtors.

After several unsuccessful attempts to negotiate a resolution to (a) preserve value for all creditors and (b) to avoid bankruptcy, the Debtors filed their respective voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “*Bankruptcy Code*”) on September 17, 2015, thereby initiating their bankruptcy cases and creating their respective bankruptcy estates (the “*Bankruptcy Estates*”).

Holdings and Center filed their voluntary petitions to create the breathing room they need to address their liabilities and ensure that any distribution of value would occur under the Bankruptcy Court. The Debtors believe that the only realistic way to repay their creditors is for the Center to be completed and put into operation.

K. Selected Financial Information for the Debtors

Appendix 3 contains unaudited financial information pertaining to the Debtors, in the form of income statements for fiscal years 2013 and 2014 and a balance sheet as of the Effective Date of the Plan.

III. SIGNIFICANT EVENTS IN CHAPTER 11 CASES

A. Continuation of Business; Automatic Stay.

The Chapter 11 Cases have been assigned to the Honorable Stacey G. C. Jernigan, United States Bankruptcy Judge for the Northern District of Texas, Dallas Division. Since the Petition Dates, the Debtors have continued to operate their businesses and manage their properties as debtors-in-possession under Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed in the Chapter 11 Cases. An Official Committee of Unsecured Creditors was appointed on October 8, 2015.

An immediate effect of the filing of the Debtors’ bankruptcy petitions was the imposition of the automatic stay under the Bankruptcy Code that, with limited exceptions, enjoined the commencement or continuation of all collection efforts by creditors, the enforcement of liens against property of the Debtors, and the commencement or continuation of litigation against the Debtors. This relief provided the Debtors with the “breathing room” necessary to assess and reorganize their business. The automatic stay remains in effect, unless modified by the Bankruptcy Court, until consummation of a plan of reorganization.

B. The Warren Motions.

On September 23, 2015, just six days after the Petition Date, Warren and Dallas Proton, LLC, an entity under his control, filed their *Motion of Kelcy Warren and Dallas Proton, LLC to Convert Cases or, Alternatively, to Appoint Chapter 11 Trustee*. The following day, Dallas Proton, LLC filed its *Motion of Dallas Proton, LLC to Lift Automatic Stay*.

The filing of the Warren Motions constitutes the largest single event in these Chapter 11 Cases. Those motions spawned a flurry of responsive pleadings from various constituencies, including the Debtors and the Committee, several hearings regarding eventual hearing dates, and extensive discovery, including nine different depositions and the production of tens of thousands of pages of documents between the parties. The Motions were initially set for consolidated hearing on December 1, 2015; however, the parties subsequently agreed to continue that hearing until February 1, 2016 to allow settlement negotiations to go forward. Because the parties were not been able to reach a resolution, the

hearing on the Warren Motions was continued again from February to April 25, 2016, pursuant to the Court's oral ruling issued on January 27, 2016.

The substance of the Warren Motions concerns the creation of the Notes Receivable, which Warren alleges constitutes fraud, dishonesty, and gross mismanagement sufficient for a finding of "cause" under 11 U.S.C. 1112 to either appoint a Chapter 11 Trustee *or* convert the Chapter 11 Cases to cases under Chapter 7 and liquidate the Debtors. Distilled to its essence, Warren's Motion alleges that "cause" exists due to the Debtors' lending of approximately \$43 million to APT for distribution to affiliate entities in Georgia and Maryland. This, according to Warren, constitutes fraud in that he was allegedly unaware of the Notes Receivable when he invested, and the loans themselves represent fraudulent transfers of investor money.

The Debtors *strongly* dispute each and every allegation in the Warren Motions regarding the Notes Receivable, particularly any allegations relating to breaches of fiduciary duty and fraudulent transfers. More specifically, the Debtors believe that rather than fraudulent transfers of investor money, the Notes Receivable at issue constituted a commercially reasonable decision by the Debtors (and their management) to put that money to use during a time when construction of the Dallas Center stopped, yet interest was accruing and due on that money. These short-term notes were made to offset the Debtors' capital costs with every reasonable expectation that they would be repaid in full. In fact, nearly \$15 million, or approximately 35% of the total funds loaned, had already been repaid prior to the Petition Date. As a result, though \$43 million was loaned to APT, only approximately \$28 million remained unpaid as of the Petition Date. The Debtors also argue that the existence of the Notes Receivable was apparent to anyone conducting even the most cursory due diligence with respect to the Debtors, and that several investors, including Lulu Limited, have indicated that they were aware of the intercompany loans at all pertinent times.

Finally, the Debtors argue that in the unlikely event that the Court finds that "cause" exists, conversion of these Chapter 11 Cases is not in the best interests of creditors pursuant to 11 U.S.C. § 1112(b)(2), and this very Disclosure Statement demonstrates the necessary reasonable likelihood that a plan of reorganization can be confirmed.

C. Other Significant Events During the Chapter 11 Cases.

In addition to the events described above, the Chapter 11 Cases involved significant investigation of Avoidance Actions owned by the Debtors, including preferential and/or fraudulent transfers that the Debtors believe occurred with respect to Warren and Lulu Limited. The Debtors believe that both parties constitute statutory and non-statutory insiders of the Debtors. As a result, the Debtors believe that certain transfers to both entities of security interests and monthly interest payments within the one-year period preceding the Petition Date are avoidable under the Bankruptcy Code, as well as applicable state law. At the very least, even if the Debtors are incorrect regarding the alleged insider status of the two entities, Warren received significant a significant transfer on account of outstanding interest in the 90 days prior to the Petition Date that is avoidable as a preference.

The Debtors have not yet filed these Avoidance Actions in the hopes that a global resolution of the issues between the parties can be reached through the Plan. However, it has become apparent that the Debtors must prosecute these actions for the benefit of all creditors in these Chapter 11 Cases.

IV. DESCRIPTION OF THE PLAN

This section provides a summary of the structure, classification, treatment and implementation of the Plan and is qualified in its entirety by reference to the Plan, which accompanies this Disclosure Statement, and to the exhibits attached to the Plan.

Although the statements contained in this Disclosure Statement include summaries of the provisions contained in the Plan and in documents referred to in the Plan, this Disclosure Statement does not purport to be a precise or complete statement of all the terms and provisions of the Plan or documents referred to in the Plan, and reference is made to the Plan and to such documents for the full and complete statements of such terms and provisions.

The Plan itself and the documents it refers to will control the treatment of Creditors and equity security holders under the Plan and will, on the Effective Date, be binding upon holders of Claims against, and Interests in, the Debtors, the Reorganized Debtors, and other parties in interest.

A. Overall Structure of the Plan.

Since before the Chapter 11 Cases were filed, the Debtors have focused on the formulation of a plan of reorganization that would allow them to emerge quickly from Chapter 11 and preserve their value as a going concern. The Debtors' ultimate goal has always been, and remains to be, the completion of the Project and they believe that a lengthy and uncertain Chapter 11 process may detrimentally affect that effort, particularly with respect to the continued raising of necessary investor funds. The terms of the Plan are based on, among other things, the Debtors' assessment of their ability to successfully restructure their capitalization, make the distributions contemplated under the Plan, and pay their continuing obligations in the ordinary course of the Reorganized Debtors' business.

B. Summary of Claims Process, Bar Date, and Professional Fees.

i. Claims Bar Date

On September 18, 2015, the Bankruptcy Court issued a *Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines* (the "**341 Notice**") establishing the general deadline for filing proofs of claim against the Debtors (the "**Bar Date**"). The deadline established by the Bankruptcy Court was January 20, 2016, for Claims, including Claims of governmental units, but excluding certain other Claims, including Claims based on the rejection of executory contracts and unexpired leases, as to which the bar date is controlled by provisions of the Plan and any potential order of the Bankruptcy Court authorizing the rejection of contracts or leases. The Debtors provided notice of the Bar Date by mailing to each person listed in the Schedules and creditor matrices a copy of the 341 Notice.

ii. Professional Fees

On February 26, 2016, Debtors' counsel filed their *First Interim Fee Application* for the time period between September 18, 2015 (the day after the Petition Date) and January 31, 2016. The First Interim Fee Application is currently set for hearing on March 24, 2016. No other applications for payment of professional fees have been filed at this time.

C. Classification and Treatment of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code requires that a plan of reorganization classify the claims of a debtor's creditors and the interest of its equity holders. The Bankruptcy Code also provides that, except for certain claims classified for administrative convenience, a plan of reorganization may place a claim of a creditor or an interest of an equity holder in a particular class only if such claim or interest is

substantially similar to the other claims of such class. The Bankruptcy Code also requires that a plan of reorganization provide the same treatment for each claim or interest of a particular class unless the holder of a particular claim or interest agrees to a less favorable treatment of its claim or interest.

The Debtors believe that they have classified all Claims and Equity Interests in compliance with the requirements of the Bankruptcy Code. If a holder of a Claim or Equity Interest challenges such classification of Claims or Equity Interests and the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors, to the extent permitted by the Bankruptcy Court, intend to modify the classifications of Claims or Equity Interests under the Plan to provide for whatever classification might be required by the Bankruptcy Court for confirmation.

Except to the extent that such modification of classification adversely affects the treatment of a holder of a Claim or Equity Interest and requires resolicitation, acceptance of the Plan by any holder of a Claim or Equity Interest in accordance with this solicitation will be deemed to be a consent to the Plan's treatment of such holder of a Claim or Equity Interest regardless of the class as to which that holder ultimately is deemed to be a member.

D. Treatment of Unclassified Claims.

i. Administrative Claims

An Administrative Claim is a Claim for payment of an administrative expense of a kind specified in Section 503(b), Section 507(b) and Section 546(c)(2) of the Bankruptcy Code and entitled to priority pursuant to Section 507(a)(1) of the Bankruptcy Code. To the extent that a Claim is Allowed as an Administrative Claim under Section 365(d)(3) of the Bankruptcy Code, such Claim will also be treated as an Administrative Claim under the Plan. Administrative Claims include, for example, quarterly fees to the United States Trustee payable under Section 1930 of Title 28 of the United States Code, Claims for the payment of Professional Fees, and the actual and necessary costs and expenses incurred in the ordinary course of the Debtors' business or of preserving the Debtors' Estates.

ii. Priority Tax Claims

These are Claims of a governmental entity for taxes entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

iii. Professional Fees

Claims for Professional Fees are Claims of estate-retained professionals in the Chapter 11 Cases.

iv. Treatment

Allowed Administrative Claims. Each Allowed Administrative Claim (other than a Professional Fee Claim) will be paid in full in Cash, or otherwise satisfied in accordance with its terms, on the latest of: (a) 30 days after the Effective Date; (b) any date the Bankruptcy Court may fix, or as soon after that date as practicable; (c) 30 days after the Claim is Allowed; and (d) any date on which the holder of the claim and the Debtors or Reorganized Debtors agree. All requests for payment of an Administrative Claim (other than a Professional Fee Claim) must be served on Reorganized Debtors and filed with the Bankruptcy Court no later than the Administrative Claims Bar Date.

Allowed Priority Tax Claims. Any Allowed Priority Tax Claim will be paid in full in Cash on the later of 30 days after the Effective Date and 30 days after such Claim is Allowed, but the Debtors or

Reorganized Debtors may elect to make deferred Cash payments on account of such Claim over a period not to exceed six years after the date of assessment of the Claim, equal to the Allowed amount of the Claim as of the Effective Date. If the Debtors or Reorganized Debtors so elect, such payments will be made in equal quarterly installments of principal plus simple interest on the unpaid portion of the Allowed Priority Tax Claim accruing from the Effective Date at the rate of six percent per year. The first payment will be made on the latest of: (a) 30 days after the Effective Date; (b) 30 days after the Claim is Allowed; and (c) another date on which the holder of the Claim and the Debtors or Reorganize Debtors agree. Reorganized Debtors retain the right to prepay any Allowed Priority Tax Claim, or any remaining balance of such a Claim, in full or in part, at any time on or after the Effective Date without premium or penalty.

Professional Fee Claims. Each Allowed Professional Fee Claim will be paid in full in Cash: (a) no later than three days after such Professional Fee Claim is Allowed; (b) on any other terms the holder of an Allowed Professional Fee Claim and the Debtors or Reorganized Debtors may agree; or (c) in accordance with the terms of any applicable administrative procedures order entered by the Bankruptcy Court. Each Person seeking an award by the Bankruptcy Court of Professional Fees must file with the Bankruptcy Court and serve on Reorganized Debtors its final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date within 60 days after the Effective Date.

All claims of Professionals for services rendered or expenses incurred after the Confirmation Date in connection with the Chapter 11 Cases and the Plan including, without limitation, those relating to consummation of the Plan, any appeal of the Confirmation Order, the preparation, filing and review of Professional Fee Claims, the prosecution of Preserved Litigation Claims, and the resolution of Disputed Claims, will be paid by Reorganized Debtors on receipt of an invoice for such services, or on such other terms as Reorganized Debtors and the Professional may agree, without the need for further Bankruptcy Court authorization or entry of a Final Order. Reorganized Debtors have ten days after receiving any such invoice to object to any item contained in that invoice. If Reorganized Debtors and any Professional cannot agree on the amount of post-Confirmation Date fees and expenses to be paid to the Professional, the Bankruptcy Court will determine the amount.

On the Effective Date, the Debtors or Reorganized Debtors will pay all amounts owing to Professionals for all outstanding amounts relating to any period through the Confirmation Date. In order to receive payment on the Confirmation Date for unbilled fees and expenses incurred through the Confirmation Date, Professionals must estimate fees and expenses for periods that have not been billed as of the Confirmation Date and deliver the estimates to the Debtors, counsel for the Debtors, and counsel for the Committee no later than five days before the Confirmation Date. If the estimated payment exceeds actual fees and expenses for such period, the excess will be credited against other unpaid fees of the Professional or, if the unpaid fees are insufficient, repaid to Reorganized Debtors by the Professional.

On the Confirmation Date, the Debtors or Reorganized Debtors will place in escrow with the Debtors' counsel Cash equal to the holdback amounts for all Professionals under the Administrative Fee Order. These funds will not be considered property of the Debtors, Reorganized Debtors, the Estates, the Consolidated Estate, or any affiliates or successors of those entities. The Debtors' counsel will pay the remaining amount of the Professional Fee Claims to the Professionals from the escrowed funds when such Claims are Allowed. When all such Professional Fee Claims have been paid in full, any remaining escrowed funds will be returned to Reorganized Debtors.

E. Treatment of Classified Claims and Interests.

In accordance with Section 1123(a)(1) of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Interests in the Debtors (except the unclassified Claims receiving the treatment described in Section IV.D above). A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and of receiving distributions in accordance with the Plan only to the extent that such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date. The treatment of classified Claims and the provisions governing distributions on account of Allowed Claims is set forth in Articles 4 and 5 of the Plan. You should refer to the Plan itself for the complete provisions governing the treatment of your particular Claim.

CLASSIFICATIONS OF CLAIMS AGAINST HOLDINGS

- i. Class A1 – Secured Tax Claims.
 - a. **Impairment and Voting.** Class A1 is impaired by the Plan. Class A1 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Claim and Lien Determination.** Each holder of a Class A1 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A1 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A1 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A1 Claim.
 - c. **Treatment.** Each Class A1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class A1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A1 Claim in full and final satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A1 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A1 Claim shall be included as a Class A7 Claim.
- ii. Class A2 -- Secured Claims of M&M Lienholders.
 - a. **Impairment and Voting.** Class A2 is impaired by the Plan. Class A2 entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Claim and Lien Determination.** Each holder of a Class A2 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A2 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A2 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A2 Claim.
 - c. **Treatment.** Each Class A2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each

Class A2 Claim in full and final satisfaction of that holder's Class A2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class A2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A2 Claim shall be included as a Class A7 Claim.

iii. Class A3 – Other Secured Claims.

- a. **Impairment and Voting.** Class A3 is impaired by the Plan. Class A3 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Claim and Lien Determination.** Each holder of a Class A3 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A3 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A3 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A3 Claim.
- c. **Treatment.** Each Class A3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class A3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A3 Claim in full and final satisfaction of that holder's Class A3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A3 Claim shall be included as a Class A7 Claim.

iv. Class A4 – Dallas Proton, LLC.

- a. **Impairment and Voting.** Class A4 is impaired by the Plan. Class A4 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Claim and Lien Determination.** Each holder of a Class A4 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A4 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A4 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A4 Claim.
- c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC (as well as Warren, individually), seeking to (a) avoid the liens and/or security interests claimed by the holders of Class A4 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class A4 Claim will be classified as a Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class A4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim A4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class A4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class A4 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class A4 Claim in full and final satisfaction of that Class A4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- Amount. Determined by the Bankruptcy Court
- Collateral. Notes Receivable and Dallas Property.
- Maturity Date. September 30, 2023.
- Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A4 Claim shall be due and payable. No prepayment penalty.
- Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A4 Claim shall be included as a Class A8 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

v. Class A5 – Lulu Limited.

- a. **Impairment and Voting.** Class A5 is impaired by the Plan. Class A5 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Claim and Lien Determination.** Each holder of a Class A5 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A5 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A5 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A5 Claim.
- c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class A5 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A5 Claim for all

purposes under the Plan. If the Avoidance Action is successful, each Class A5 Claim will be classified as a Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class A5 Claim of Lulu Limited shall be treated as an Allowed Claim A5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class A5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class A5 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class A5 Claim in full and final satisfaction of that Class A5 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- Amount. Determined by the Bankruptcy Court
- Collateral. Notes Receivable and Dallas Property.
- Maturity Date. September 30, 2023.
- Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A5 Claim shall be due and payable. No prepayment penalty.
- Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A5 Claim shall be included as a Class A7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

vi. Class A6 – Unsecured Noteholder Claims.

- a. **Impairment and Voting.** Class A6 is impaired by the Plan. All holders of Unsecured Noteholder Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Treatment.** Each Class A6 claim shall receive on account of its Allowed Class A6 Claim: (a) its *pro rata* share of the GPTC Distribution described below, (b) its *pro rata* share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their *pro rata* percentage of their Allowed Class A6 Claim to the total amount of all Allowed Class A6 and A7 claims. Postpetition interest on each Class A6 Claim shall accrue at 8%.

- c. **The Convertible Notes and Debentures.** The maturity date of the notes payable held by such Noteholders shall be extended to September 17, 2020 and the principal balances of such notes shall be reduced on account of any payments received pursuant to paragraph 5.06(b) above. After such date, the remaining unpaid balance (if any) of the note payable held by any holder of an Unsecured Noteholder Claim shall be paid in full.

vii. Class A7 – General Unsecured Claims

- a. **Impairment and Voting.** Class A7 is impaired by the Plan. All holders of General Unsecured Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Treatment.** The Class A7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class A7 Claim, in the following amounts:
- 60% of such Allowed Claim on or before August 30, 2016.
 - 80% of such Allowed Claim on or before September 30, 2016.
 - 100% of such Allowed Claim on or after October 1, 2016.

viii. Class A8 – Convenience Claims.

- a. **Impairment and Voting.** Class A8 may be impaired by the Plan. All holders of Convenience Claims are entitled to vote and will be solicited to vote on the Plan.
- b. **Treatment.** Except to the extent a holder of a Convenience Claim in Class A8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.

ix. Class A9 – Intercompany Claims.

- a. **Impairment and Voting.** Class A9 is impaired by the Plan. Class A9 is entitled to vote and will be solicited to vote on the Plan.
- b. **Treatment.** The Class A9 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A8 are paid in full. Once such classes are paid in full, the Class A9 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.

x. Class A10 – Subordinated Claims.

- a. **Impairment and Voting.** Class A10 is unimpaired by the Plan and thus not entitled to vote.

- b. **Distributions.** The Class A10 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A9 are paid in full. Once such classes are paid in full, the Class A10 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.
 - c. **APT.** APT's claims against the Debtors will be subordinated to all Claims or Interests senior or equal to the Claim or Interest held thereby, except to the extent that APT is entitled to receive reimbursement for costs and/or expenses pursuant to that *Project Development and Management Services Agreement* executed by and between the Debtors and APT under which APT manages and/or serves as sponsor for the construction of the Project.
- xi. Class A11 – Equity Interest Holders.
- a. **Impairment and Voting.** Class A11 is unimpaired by the Plan and thus not entitled to vote.
 - b. **Treatment.** The Class A11 Equity Interest Holders shall retain their Equity Interest in Reorganized Holdings.

CLASSIFICATIONS OF CLAIMS AGAINST CENTER

- i. Class B1 – Secured Tax Claims.
 - a. **Impairment and Voting.** Class B1 is impaired by the Plan. Class B1 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Claim and Lien Determination.** Each holder of a Class B1 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B1 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B1 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B1 Claim.
 - c. **Treatment.** Each Class B1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B1 Claim in full and final satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B1 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B1 Claim shall be included as a Class B7 Claim.
- ii. Class B2 -- Secured Claims of M&M Lienholders.
 - a. **Impairment and Voting.** Class B2 is impaired by the Plan. Class B2 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

- b. **Claim and Lien Determination.** Each holder of a Class B2 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B2 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B2 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtor(s) and the holder of each Class B2 Claim.
 - c. **Treatment.** Each Class B2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each Class A2 Claim in full and final satisfaction of that holder's Class B2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class B2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B2 Claim shall be included as a Class B7 Claim.
- iii. Class B3 – Other Secured Claims.
- a. **Impairment and Voting.** Class B3 is impaired by the Plan. Class B3 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Claim and Lien Determination.** Each holder of a Class B3 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B3 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B3 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B3 Claim.
 - c. **Treatment.** Each Class B3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B3 Claim in full and final satisfaction of that holder's Class B3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B3 Claim shall be included as a Class B8 Claim.
- iv. Class B4 – Dallas Proton, LLC.
- a. **Impairment and Voting.** Class B4 is impaired by the Plan. Class B4 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Claim and Lien Determination.** Each holder of a Class B4 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B4 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B4 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B4 Claim.

- c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class B4 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B4 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class B4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim B4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class B4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class B4 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class B4 Claim in full and final satisfaction of that Class B4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- Amount. Determined by the Bankruptcy Court
- Collateral. Notes Receivable and Dallas Property.
- Maturity Date. September 30, 2023.
- Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the B4 Claim shall be due and payable. No prepayment penalty.
- Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B4 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

v. Class B5 – Lulu Limited.

- a. **Impairment and Voting.** Class B5 is impaired by the Plan. Class B5 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
- b. **Claim and Lien Determination.** Each holder of a Class B5 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B5 Claim on the Effective Date in the same priority at that time. The amount, validity, extent,

value, and priority of each Class B5 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B5 Claim.

- c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class B5 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B5 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B5 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class B5 Claim of Lulu Limited shall be treated as an Allowed Claim B5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class B5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class B5 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class B5 Claim in full and final satisfaction of that Class B5 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- Amount. Determined by the Bankruptcy Court
- Collateral. Notes Receivable and Dallas Property.
- Maturity Date. September 30, 2023.
- Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the B5 Claim shall be due and payable. No prepayment penalty.
- Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B5 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

- vi. Class B6 – Unsecured Noteholder Claims.

- a. **Impairment and Voting.** Class B6 is impaired by the Plan. All holders of Unsecured Noteholder Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Treatment.** Each Class B6 claim shall receive on account of its Allowed Class B6 Claim: (a) its *pro rata* share of the GPTC Distribution described below, (b) its *pro rata* share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their *pro rata* percentage of their Allowed Class B6 Claim to the total amount of all Allowed Class B6 and B7 claims. Postpetition interest on each Class B6 Claim shall accrue at 8%.
 - c. **The Convertible Notes and Debentures.** The maturity date of the notes payable held by such Noteholders shall be extended to September 17, 2020 and the principal balances of such notes shall be reduced on account of any payments received pursuant to paragraph 5.17(b) above. After such date, the remaining unpaid balance (if any) of the note payable held by any holder of an Unsecured Noteholder Claim shall be paid in full.
- vii. Class B7 – General Unsecured Claims
- a. **Impairment and Voting.** Class B7 is impaired by the Plan. All holders of General Unsecured Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.
 - b. **Treatment.** The Class B7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class B7 Claim, in the following amounts:
 - 60% of such Allowed Claim on or before August 30, 2016.
 - 80% of such Allowed Claim on or before September 30, 2016.
 - 100% of such Allowed Claim on or after October 1, 2016.
- viii. Class B8 – Convenience Claims.
- a. **Impairment and Voting.** Class B8 may be impaired by the Plan. All holders of Convenience Claims are entitled to vote and will be solicited to vote on the Plan.
 - b. **Treatment.** Except to the extent a holder of a Convenience Claim in Class B8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.
- ix. Class B9 – Intercompany Claims.
- a. **Impairment and Voting.** Class B9 is impaired by the Plan. Class B9 is entitled to vote and will be solicited to vote on the Plan.

- b. **Treatment.** The Class B9 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B8 are paid in full. Once such classes are paid in full, the Class B9 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.
- x. Class B10 – Subordinated Claims.
 - a. **Impairment and Voting.** Class B10 is unimpaired by the Plan and thus not entitled to vote.
 - b. **Distributions.** The Class B10 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B9 are paid in full. Once such classes are paid in full, the Class B10 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.
 - c. **APT.** APT's claims against the Debtors will be subordinated to all Claims or Interests senior or equal to the Claim or Interest held thereby, except to the extent that APT is entitled to receive reimbursement for costs and/or expenses pursuant to that *Project Management Agreement* executed by and between the Debtors and APT under which APT manages and/or serves as sponsor for the construction of the Project.
- xi. Class B11 – Equity Interest Holders.
 - a. **Impairment and Voting.** Class B11 is unimpaired by the Plan and thus not entitled to vote.
 - b. **Treatment.** The Class B11 Equity Interest Holders shall retain their Equity Interest in Reorganized Center.
- xii. Special Provision Regarding Unimpaired Classes of Claims. Except as otherwise provided in the Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Claims in Unimpaired Classes, including, without limitation, all rights to legal and equitable defenses to setoffs against or recoupments of Claims in Unimpaired Classes.

V. IMPLEMENTATION OF THE PLAN

A. Continued Existence; Private Company Status.

Each of the Debtors will continue to exist after the Effective Date as separate entities, with all the powers of a corporation or partnership, as applicable, under applicable law in the jurisdiction in which each applicable Debtor is incorporated or otherwise formed and in accordance with its certificate of incorporation, certificate of limited partnership, bylaws, partnership agreements or other organizational documents in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws or other organizational documents are amended by the Plan, without prejudice to any right to terminate such existence (whether by merger or otherwise) under applicable law after the Effective Date.

The Limited Liability Company Agreement of Reorganized Holdings will be amended as necessary to satisfy the provisions of the Plan and the Bankruptcy Code, including a provision prohibiting

the issuance of non-voting equity securities, but only to the extent required by Sections 1123(a) and (b) of the Bankruptcy Code.

B. Directors and Officers of Reorganized Debtors.

i. Officers of the Reorganized Debtors

The existing senior officers of the Debtors in office on the Effective Date will serve in their current capacities after the Effective Date, subject to the authority of the boards of directors of the Reorganized Debtors.

ii. Managers of the Reorganized Debtors

Because Holdings reconstituted its board of managers during the Chapter 11 Cases in order to remove alleged conflicts of interest, the current members of the boards of managers of Holdings will continue to serve on such boards after the Effective Date. The initial board of directors of Reorganized Holdings, as of the Effective Date, will consist of two managers designated or directed as follows:

Casey Gilley

Casey Gilley brings entrepreneurial success balanced with a solid accounting foundation to Advanced Particle Therapy. His career began at McGladrey, the 5th largest CPA firm in the world, where his client base was focused on mid-sized privately owned companies across a variety of industries, including health care, construction, and finance. Mr. Gilley currently serves as the Chief Financial Officer for the Debtors' sponsor company, Advanced Particle Therapy, LLC. He has also served in the same role for the Debtors.

Mr. Gilley performed financial statement audits, due diligence reports, tax consulting and internal control consulting while at McGladrey. His tax experience includes the preparation of federal and state income tax returns for businesses along with high net worth individuals.

Prior to joining the Advanced Particle Therapy team, Mr. Gilley developed an award-winning design-build landscape construction company that was included on the *Inc.* 500 list of America's Fastest Growing Companies in 2011. In that role, he gained valuable leadership and business management skills, including financial reporting, budgeting, strategic planning, customer relations and project management. The company was later acquired by a large commercial maintenance firm, where Mr. Gilley functioned as the Corporate Controller.

Mr. Gilley was awarded a President's Scholarship to attend California State University, Fullerton, where he graduated *cum laude* with a degree in Business Administration/Accounting. Mr. Gilley has been a licensed Certified Public Accountant since 2002.

Sarah Hutchinson

Sarah Hutchinson has more than 15 years of experience managing large-scale global operations, leading corporate strategy teams and consulting within the financial services industry. Ms. Hutchinson currently serves as the Chief Operating Officer for the Debtors' sponsor company, Advanced Particle Therapy, LLC. She has also served in the same role for the Debtors.

Prior to joining Advanced Particle Therapy, Ms. Hutchinson held various leadership roles at an operating subsidiary of HSBC, including the role of Senior Vice President of Credit and Funding. In this role, she led a global team of 450 employees and managed underwriting, operations, project management

and performance analytics and was responsible for a \$35 million budget and \$3.9 billion in origination volume. In addition, Ms. Hutchinson led a strategic initiatives team at HSBC and developed a track record of identifying opportunities for revenue growth and operational efficiency.

Prior to joining HSBC, Ms. Hutchinson was a consultant for a premier management and technology consulting firm, where she managed projects ranging from post-acquisition integration to global technology initiatives. Ms. Hutchinson was also the Vice President of Marketing, Business Development and Product Management for an automotive finance company.

Ms. Hutchinson holds an M.B.A. from the University of Chicago in Finance and Strategy and a B.A. in International Studies from Emory University.

Reorganized Center will remain a member-managed limited liability company with one member: Reorganized Holdings. As a result, the management of Reorganized Center will not change in any meaningful way.

C. Cancellation of Securities, Instruments and Agreements.

On the Effective Date, except as otherwise specifically provided for in the Plan, all securities, and all agreements, instruments and other documents evidencing or governing any Equity Interests, will be automatically deemed terminated, canceled and extinguished with respect to the Debtors and the Chapter 11 Cases (all without further action by any Person), and all obligations of the Debtors under such instruments and agreements will be deemed fully and finally waived, released, canceled, extinguished, and discharged.

D. Plan Funding.

- i. **Plan Funding.** Funds needed to make Cash payments under the Plan will come from the repayment of the Notes Receivable to the Debtors and the consummation of a Real Property Transaction regarding the Dallas Property. In addition, the Debtors intend to continue raising funds from outside sources to complete the Project.
- ii. **The Real Estate Transaction.** As an alternative method to generate liquidity, the Debtors have engaged Lincoln Property Company Commercial Service Enterprises, Inc. (“**Lincoln Harris**”) to market the Dallas Property for a potential sale-leaseback transaction. The Real Estate Transaction will occur by August 31, 2016.
- iii. **Fundraising Benchmarks for Additional Capital.** Completing the Project will require between \$110 and \$130 million in additional fundraising (less whatever proceeds remain from the repayment of the Notes Receivable or consummation of a Real Property Transaction) depending on the ultimate size of the Center in terms of treatment rooms. The Debtors will continue to use their best efforts to procure such fundraising and agree to the following benchmarks for raising the necessary capital.
 - a. September 30, 2016 – \$14,200,000 representing the Notes Receivable from Maryland Proton Treatment Center, LLC to the Debtors.
 - b. November 30, 2016 – \$15,000,000 representing the Notes Receivable from Georgia Proton Treatment Center, LLC to the Debtors upon closing of a senior debt transaction by that entity. Such amount includes \$13,575,000 in outstanding principal balance, as well as \$1,500,000 in accrued interest.

- c. December 31, 2016 – \$20,000,000 (the “**First Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim.
- Within ten (10) days of the First Capital Cash milestone, Debtors will distribute sufficient amounts necessary to pay off any remaining claims held by Classes A2 and B2.
 - Within ten (10) days of the First Capital Cash milestone, if any funds remain from the First Capital Cash, Debtors will distribute the lesser of 20% of the First Capital Cash, or such amount necessary to pay remaining balance owed to Allowed Unsecured Claims, to holders of Class A6-A8 claims.
- d. April 31, 2017 – \$20,000,000 (the “**Second Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim. Within ten (10) days of the Second Capital Cash milestone, if any funds remain from the First Capital Cash, Debtors will distribute the lesser of 20% of the First Capital Cash, or such amount necessary to pay remaining balance owed to Allowed Unsecured Claims, to holders of Class A6-A8 claims.
- e. August 31, 2017 – \$50,000,000 (the “**Third Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim and that would allow repayment of the proceeds of the Real Property Transaction. Within ten (10) days of the Third Capital Cash milestone, if any funds remain from the Third Capital Cash, Debtors will distribute the lesser of 20% of the Third Capital Cash, or such amount necessary to pay remaining balance owed to Allowed Unsecured Claims, to holders of Class A6-A7 claims.
- f. December 31, 2017 – Any Remaining Capital Needs not yet raised in connection with the Property.

If, at any point, the Debtors procure senior secured financing and/or equity capable of eliminating any remaining indebtedness to the Noteholders and holders of General Unsecured Claims, the remaining benchmarks will become null and void. Failure to meet any of the above benchmarks constitutes a plan default subject to the provisions of Section 6.14.

- iv. Distributions According to the Fundraising Benchmarks.
- a. **GPTC Distribution.** Within five (5) days of the GPTC Repayment, the Reorganized Debtors shall make a distribution from the GPTC Repayment Proceeds to holders of Classes A6, A7, B6, and B7 Claims in an amount equal to 30% of their Allowed Claims. Failure to make the MPTC Distribution as contemplated constitutes a plan default subject to the provisions of Section 6.14.
- b. **MPTC Distribution.** Within five (5) days of the MPTC Repayment, the Reorganized Debtors shall make a distribution from the MPTC Repayment Proceeds to holders of Class A6, A7, B6, and B7 Claims in an amount equal to 20% of their Allowed Claims. Failure to make the MPTC Distribution as contemplated constitutes a plan default subject to the provisions of Section 6.14.

- c. **Funding Estimates.** No later than five (5) Business Days before the Confirmation Hearing, the Debtors will file with the Court a detailed accounting of the Debtors' good-faith estimate of the amount of Cash required by Reorganized Dallas Proton to fund: (i) the Distribution Fund; (ii) amounts required to be distributed under the Plan in respect of Administrative Claims, Priority Tax Claims, Priority Claim, Secured Tax Claims, Other Secured Claims, Convenience Claims, and Professional Fee Claims (whether projected to be Allowed or Disputed as of the Effective Date or otherwise payable on a date other than the Effective Date); and (iv) any Cure of any assumed executory contracts and unexpired leases of nonresidential real property under Section 7.03 of the Plan.

E. Effectiveness of Securities, Instruments, Agreements and Documents; No Action Required; Operations Pending Effective Date.

On the Effective Date, all securities, instruments, agreements, and documents issued, entered into, delivered, or filed under the Plan, including, without limitation, the Plan Documents (attached as exhibits to the Plan), and any security, instrument, agreement or document entered into, delivered, or filed in conjunction with any of the foregoing, will be deemed to become effective, binding and enforceable in accordance with its respective terms and conditions.

As of the Effective Date: (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan; and (b) the other matters provided for under, or in furtherance of, the Plan, involving corporate action required by Reorganized Debtors, will be deemed to have occurred and become effective as provided in the Plan, and will be deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the stockholders or directors of Reorganized Debtors.

Until the Effective Date, the Debtors will continue to operate their businesses, subject to all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Contracts and Leases.

All executory contracts and unexpired leases set forth on the schedule of assumed executory contracts and unexpired leases filed with the Bankruptcy Court as part of Exhibit E to the Plan or that exist between any Debtor and any Person but do not appear on Exhibit E to the Plan will be deemed assumed by Reorganized Debtors or assumed and assigned (as indicated on Exhibit E to the Plan) as of the Effective Date, except for any executory contract or unexpired lease: (i) that has been rejected in accordance with a Final Order entered before the Confirmation Date; or (ii) as to which a motion to reject has been filed with the Bankruptcy Court before the Confirmation Date. All executory contracts and unexpired leases set forth on the schedule of rejected executory contracts and unexpired leases filed with the Bankruptcy Court as part of Exhibit E to the Plan will be deemed rejected as of the Effective Date, except for any executory contract or unexpired lease that has been assumed or rejected in accordance with a Final Order entered on or before the Confirmation Date. Entry of the Confirmation Order constitutes: (a) the approval under Bankruptcy Code §§ 365 and 1113 of the assumption or assumption and assignment of the executory contracts and unexpired leases assumed or assumed and assigned under the Plan or otherwise during the Chapter 11 Cases; and (b) the approval under Bankruptcy Code §§ 365 and 1113 of the rejection of the executory contracts and unexpired leases rejected under the Plan or otherwise during the Chapter 11 Cases. The Debtors retain the right to add or change the treatment (assumed or

rejected) of any executory contract or unexpired lease on Exhibit E to the Plan, thereby changing the treatment of the contract or lease under the Plan, at any time within 30 days after the Effective Date.

B. Payments Related to Assumption of Executory Contracts and Unexpired Leases.

On the Effective Date or as soon after as practicable, Reorganized Debtors will Cure any defaults under any executory contract or unexpired lease assumed or assumed and assigned under the Plan in accordance with Bankruptcy Code § 365(b)(1). Reorganized Debtors will not, and need not as a condition to assuming or assuming and assigning any executory contract or unexpired lease under the Plan, Cure any default relating to any Debtor's failure to perform a nonmonetary obligation under any executory contract or unexpired lease.

C. Rejection Damages Bar Date.

All proofs of claim asserting Claims arising from the rejection of any executory contract or unexpired lease under the Plan are required to be filed with the Bankruptcy Court no later than the first Business Day that is 30 days after the Confirmation Date. Any such Claim not filed within that time will be forever barred. With respect to any executory contract or unexpired lease rejected by the Debtors before the Confirmation Date, the deadline for filing such Claims is as set forth in previous orders of the Bankruptcy Court.

D. Indemnification Obligations.

Any obligation of any Debtor to indemnify any Person serving as a fiduciary of any employee benefit plan or employee benefit program of any Debtor, under charter, by-laws, contract, or applicable state law is deemed to be an executory contract and assumed by Reorganized Debtors as of the Confirmation Date (but subject to the occurrence of the Effective Date). Any obligation of any Debtor to indemnify, reimburse, or limit the liability of any Person, including but not limited to any officer or director of any Debtor, or any agent, professional, financial advisor, or underwriter of any securities issued by any Debtor related to any acts or omissions occurring before the Petition Date is rejected, canceled, and discharged under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date), and any Claims resulting from such obligations are Disallowed under Bankruptcy Code § 502(e). Notwithstanding any of the foregoing, nothing contained in the Plan affects, impairs, or prejudices the rights of any Person covered by any applicable D&O Policy with respect to any such policy. Moreover, Reorganized Debtors will maintain in force for three years following the Effective Date appropriate D&O Policies covering pre-Effective Date directors and officers of the Debtors and containing substantially the same provisions and limits of coverage as the policies that were in force on the Petition Date. Reorganized Debtors will be responsible for paying the deductible or retention amounts under such policies for that three-year period.

VII. DESCRIPTION OF OTHER PROVISIONS OF THE PLAN

A. Establishment of the Liquidating Trust.

The Plan contemplates the creation of a Liquidating Trust in which all Causes of Action owned by the Debtors, excluding Avoidance Actions against the Warren Parties and Lulu Limited, will vest for liquidation and ultimate distribution. The Liquidating Trust will be governed by the Liquidating Trust Agreement, which is attached as a Plan Supplement. The Liquidating Trust is intended to be classified as a "Liquidating Trust" for federal income tax purposes within the meaning of Treasury Regulation § 301.7701-4(d). The Liquidating Trustee shall ascribe valuations to the assets assigned or transferred to the Liquidating Trust on the dates of assignment and transfer of such assets to the Liquidating Trust, and

such valuations shall be used by the Debtors, the Reorganized Debtors and the Liquidating Trustee for all federal income tax reporting purposes.

Upon default by the Reorganized Debtors of any distribution obligation pursuant to the Plan that remains uncured for more than one month, all assets of the Debtors and/or the Reorganized Debtors shall be transferred to the Liquidating Trust for liquidation and distribution to holders of Beneficial Interests (whether subordinated or unsubordinated).

B. Distributions of the Liquidating Trust.

The Liquidating Trust Proceeds shall be allocated and disbursed in Cash by the Liquidating Trustee as follows:

- i. first, in an amount sufficient to pay the expenses and projected future expenses associated with the disposition of such Trust Assets, including the fees and expenses of the Liquidating Trustee and the fees and expenses of any professionals (including legal and financial advisors) employed by the Liquidating Trustee and associated with the disposition of such Trust Assets;
- ii. second, for *pro rata* distribution to holders of Class A6-A8 and B6-B8 Claims;
- iii. third, to holders of Class A10 and B10 claims;
- iv. fourth, to the extent any proceeds remain, and after giving effect to any necessary reserve for Disputed Claims, to fund Distributions to holders of Beneficial Interests in an amount equal to the lesser of (A) 100% of the net remaining proceeds from the disposition of Trust Assets, and (B) an amount sufficient to pay Postpetition Interest on Allowed Claims of the recipients of Beneficial Interests; and

C. Post-Effective Date Fees; Final Decree.

Reorganized Debtors will be responsible for paying any post-Effective Date fees under 28 U.S.C. 1930(a)(6) and filing post-confirmation reports until the Bankruptcy Court enters a final decree, which will be as soon as practicable after distributions under the Plan have commenced. Notice of application for a final decree will only be provided to those holders of Claims and Equity Interests who specifically request such notice.

D. Vesting of Assets.

Except as provided in the Plan, the Confirmation Order, or the Plan Documents all property of the Estates will vest in Reorganized Debtors on the Effective Date free and clear of all Liens, Claims and Equity Interests that existed before the Effective Date. From and after the Effective Date, Reorganized Debtors may operate its business and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, including employing and paying Professionals, unless otherwise provided in the Plan or the Confirmation Order. On the Effective Date, all Causes of Action, excluding Avoidance Actions against the Warren Parties and Lulu Limited, shall vest in the Liquidating Trust. As stated above, upon default by the Reorganized Debtors of any distribution obligation pursuant to the Plan that remains uncured for more than one month, all assets of the Debtors and/or the Reorganized Debtors shall be transferred to the Liquidating Trust for liquidation and distribution to holders of Beneficial Interests (whether subordinated or unsubordinated).

E. Discharge.

Except as provided in the Plan or the Confirmation Order, the rights granted under the Plan and the treatment of Claims and Equity Interests under the Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims including any interest accrued on General Unsecured Claims from the Petition Date and termination of all Equity Interests. Except as provided in the Plan or the Confirmation Order, confirmation of the Plan: (a) discharges the Debtors and Reorganized Debtors from all Claims or other debts that arose before the Confirmation Date, and all debts of the kind specified in Bankruptcy Code §§ 502(g), 502(h) or 502(i), whether or not: (i) a proof of claim based on such debt is filed or deemed filed under Bankruptcy Code § 501; (ii) a Claim based on such debt is Allowed under Bankruptcy Code § 502; or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminates all Equity Interests and other rights of Equity Interests in the Debtors except as expressly provided in the Plan. Without limiting the foregoing, the discharge granted under the Plan is granted to the fullest extent allowed under Bankruptcy Code §§ 1141(a), 1141(b), 1141(c), and 1141(d)(1).

F. Injunction.

Except as provided in the Plan or the Confirmation Order, as of the Confirmation Date, all entities that have held, currently hold, or may hold a Claim or other debt or liability that is unclassified by the Plan or that is classified by Article 4 of the Plan or is subject to a distribution under the Plan, or an Equity Interest or other right of an equity security holder that is canceled or terminated under the Plan are permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, Equity Related Claims, or terminated Equity Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against the Debtors or Reorganized Dallas Proton (including any officer or director or other Person acting as a representative or otherwise on behalf of the Debtors or Reorganized Dallas Proton); (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Debtors, Reorganized Dallas Proton, or their respective property; (c) creating, perfecting, or enforcing any Lien or encumbrance against the Debtors, Reorganized Dallas Proton, or their respective property; (d) asserting a right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, Reorganized Dallas Proton, or their respective property; and (e) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code. Nothing in this Section 13.03 or elsewhere in the Plan is to be construed or is to have the effect of extinguishing, prohibiting, or otherwise limiting, the right of any holder of a Claim to assert a right to setoff or recoupment arising in connection with that Claim as part of the resolution and treatment of that Claim under the Plan. Exculpation.

Neither the Debtors, the Debtors' professionals (including Gardere Wynne Sewell and Lincoln Harris), the Debtors' respective officers, directors, members, or employees, nor the Committee and its professionals (Pronske, Goolsby & Kathman P.C.) (collectively, the "Exculpated Parties") shall have or incur any liability to any Person, holder of a Claim or Equity Interest, or any other party in interest or entity, or any of their respective members or former members, managers, agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their predecessors, successors, or assigns, for any act or omission in connection with, relating to, or arising out of, planning, preparing, filing, or administering the Chapter 11 Cases, including the formulation, preparation, negotiation, dissemination, approval, confirmation, administration, or consummation of the Plan, the Disclosure Statement, the solicitation of votes for or confirmation of the Plan or consummation or administration of the Plan or Distributions under the Plan, except for willful misconduct or gross negligence, as finally determined by the Bankruptcy Court, and such Exculpated Parties shall not be liable for any obligations of the Debtors or the Reorganized Debtors under the Plan.

G. Releases.

Upon repayment of (a) \$30,000,000 of new financing facilitated by APT or (b) the MPTC Repayment and GPTC Repayment, whichever occurs first, the Debtors, the Reorganized Debtors, the Estates, the Liquidating Trust, and the Liquidating Trustee will be deemed to have released APT and the Debtors and their respective officers, directors, managers, employees, and insurers from all claims, debts, liabilities, demands, offsets, obligations, costs, expenses, actions, and causes of action, of every nature and description, known and unknown, which each such releasing entity now has or at any time may hold, by reason of any matter, cause, or thing occurred, done, omitted, or suffered to be done before the Effective Date. For the avoidance of doubt, the releases in Section 12.05 shall not be effective until either event described in subsection (a) or subsection (b) above occurs.

H. Preserved Litigation Claims and Disputed Claims Resolution.

Notwithstanding anything to the contrary in the Plan, any non-Debtor party to a Preserved Litigation Claim or a Disputed Claim that has obtained or obtains relief from the automatic stay or from the injunction provisions contained in the Plan to pursue resolution of their Claim in a forum other than the Bankruptcy Court will not be deemed to have violated any provision of the Plan by seeking a resolution as to Allowance, Disallowance, or amount of such Claim in such other forum, but the classification and distributions on account of any such Claim, once liquidated and Allowed or Disallowed, remain solely and exclusively subject to the Bankruptcy Court's continuing jurisdiction under Article 14 of the Plan and the terms and conditions of the Plan.

I. Preservation of Insurance.

The discharge and release from Claims as provided in the Plan, except as necessary to be consistent with the Plan, do not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtors or any other Person.

J. Retention of Jurisdiction After the Effective Date.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain as much jurisdiction over the Chapter 11 Cases after the Effective Date as legally permissible including, without limitation, jurisdiction to:

- i. Allow, disallow, determine, liquidate, classify, estimate, or establish the amount, priority, or secured or unsecured status of any Claim, and resolve any request for payment of any Administrative Claim and any objection to the Allowance or priority of any Claim;
- ii. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized under the Bankruptcy Code or the Plan;
- iii. Resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party and to hear, determine and, if necessary, liquidate any Claims arising from, or Cure related to, assumption or rejection;
- iv. Ensure that distributions to holders of Allowed Claims are accomplished in accordance with the Plan;

- v. Decide or resolve any motions, adversary proceedings, contested matters, and any other matters and grant or deny any applications or motions involving the Debtors that may be pending on the Effective Date;
- vi. Enter any necessary or appropriate orders to implement or consummate the Plan's provisions and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- vii. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any Person's obligations incurred in connection with the Plan;
- viii. Hear and determine any motion or application to modify the Plan before or after the Effective Date under Bankruptcy Code § 1127 or modify the Disclosure Statement or any contract, instrument, release, or other agreement or document issued, entered into, filed, or delivered in connection with the Plan or the Disclosure Statement; or hear or determine any motion or application to remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document issued, entered into, filed or delivered in connection with the Plan or the Disclosure Statement, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;
- ix. Issue injunctions, enter and implement other orders, or take any other necessary or appropriate actions to restrain any entity's interference with consummation or enforcement of the Plan;
- x. Enter and implement any necessary or appropriate orders if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- xi. Determine any other matters that may arise in connection with or related to the Plan, the DIP Facility, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document issued, entered into, filed, or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;
- xii. Issue final decrees and enter orders closing the Chapter 11 Cases; and
- xiii. Adjudicate the Disputed Claims and the Preserved Litigation Claims (including those to be initiated and prosecuted by Reorganized Debtors as the Estates' representative under Bankruptcy Code § 1123(b)(3)(B)), and any other cause of action or claims of the Debtors.

K. Amendment of Plan.

At any time before the Confirmation Date, the Debtors may alter, amend, or modify the Plan under Bankruptcy Code § 1127(a) as long as doing so does not materially and adversely affect the treatment and rights of the holders of Claims under the Plan. After the Confirmation Date but before substantial consummation of the Plan as defined in Bankruptcy Code § 1101(2), the Debtors or Reorganized Debtors may, under Bankruptcy Code § 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure

Statement, the Plan Documents, or the Confirmation Order, and any matters necessary to carry out the purposes and effects of the Plan as long as such proceedings do not materially and adversely affect the treatment of holders of Claims under the Plan. The Debtors must serve prior notice of such proceedings in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

L. Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan at any time before the Confirmation Date. If withdrawn or revoked, the Plan will be deemed void and nothing contained in the Plan may be deemed a waiver of any Claims by or against the Debtors or any other Person in any further proceedings involving the Debtors or an admission of any sort, and the Plan and any transaction contemplated by the Plan may not be admitted into evidence in any proceeding.

M. Withholding and Reporting Requirements.

The Debtors and Reorganized Debtors must comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions under the Plan remain subject to any such withholding and reporting requirements. The Debtors and Reorganized Debtors may take all actions necessary to comply with such withholding and reporting requirements. Each holder of an Allowed Claim that has received a distribution under the Plan has the sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and any other tax obligation on account of such distribution.

VIII. CONDITIONS PRECEDENT

A. Conditions to Confirmation and Effective Date of the Plan.

i. Conditions to Confirmation

The following are conditions precedent to confirmation of the Plan:

Approval of Disclosure Statement. The Bankruptcy Court enters a Final Order approving the Disclosure Statement.

Form of Confirmation Order. The Bankruptcy Court enters the Confirmation Order in form and substance reasonably acceptable to the Debtors. If the Debtors are unable to reach an agreement with any party regarding the form and substance of the Confirmation Order, the Bankruptcy Court will resolve all such disputes.

Substance of Confirmation Order. The Confirmation Order contains the following:

- a. The provisions of the Confirmation Order are nonseverable and mutually dependent;
- b. Approval of the assumption, rejection, or assumption and assignment of all executory contracts and unexpired leases under the Plan;
- c. All executory contracts or unexpired leases assumed and assigned by the Debtors during the Chapter 11 Cases or under the Plan remain in full force and effect for the benefit of Reorganized Debtors or any assignees of such contracts or leases,

as the case may be, notwithstanding any provision in any such contract or lease (including those described in Bankruptcy Code § 365(b)(2) and (f)) that prohibits or conditions such assignment or transfer or that enables, permits, or requires termination of such contract or lease;

- d. The Debtors are released and discharged from all obligations arising under all executory contracts and unexpired leases rejected by the Debtors during the Chapter 11 Cases or under the Plan;
- e. The Plan does not provide for the liquidation of all or substantially all of the Debtors' property and confirmation of the Plan is not likely to be followed by the need for further financial reorganization of Reorganized Debtors or the need for further financial reorganization of any Debtor;
- f. Except as expressly provided in the Plan, the Debtors are discharged as of the Confirmation Date from all Claims and any "debt" (as that term is defined in Section 101(12) of the Bankruptcy Code) that arose on or before the Confirmation Date, and the Debtors' liability in respect of such Claims and debts is extinguished completely, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or unfixd, matured or unmatured, disputed or undisputed, legal or equitable, or known or unknown, or that arose from any agreement of the Debtors that has either been assumed or rejected in the Chapter 11 Cases or under the Plan, or obligation of the Debtors incurred before the Confirmation Date, or from the Debtors' conduct before the Confirmation Date, or that otherwise arose before the Confirmation Date including, without limitation, all interest, if any, on any such debts, whether such interest accrued before or after the Petition Date, and without limiting the foregoing, the discharge granted under the Plan is granted to the fullest extent allowed under Bankruptcy Code §§ 1141(a), 1141(b), 1141(c), and 1141(d)(1);
- g. In accordance with Bankruptcy Code § 1123(b)(3)(B), Reorganized Debtors is appointed as the representative and agent of the Estates to prosecute, compromise, or abandon any Preserved Litigation Claims in accordance with the Plan;
- h. Findings and conclusions sufficient to provide a basis for, and supporting the Bankruptcy Court's authorization of, substantive consolidation of the Estates in accordance with Sections 2.01 and 2.02 of the Plan; and
- i. Retention of jurisdiction of the Bankruptcy Court to the fullest extent permissible by applicable law, and at least to the extent contemplated by Article 14 of the Plan.

ii. Conditions to Plan Effectiveness

The following are conditions precedent to the occurrence of the Effective Date:

- a. The Confirmation Date occurs;

- b. Reorganized Debtors retain sufficient Cash (from all applicable sources) on the Effective Date to make distributions to holders of Allowed Claims required by the Plan to be made on the Effective Date; and
- c. Each of the Plan Documents to be issued, entered into, delivered, or filed under the Plan are issued, entered into, delivered, or filed and are effective.

B. Waiver of Conditions.

The Debtors may waive any condition to confirmation or the Effective Date, in whole or in part, at any time without notice, an order of the Bankruptcy Court, or any further action other than proceeding to confirmation and consummation of the Plan.

IX. ACCEPTANCE AND CONFIRMATION OF THE PLAN

A. Acceptance of the Plan.

As a condition to confirmation, the Bankruptcy Code requires that each Class of Impaired Claims and Interests vote to accept the Plan, except under certain circumstances. Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired Claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of Claims in that Class, but for that purpose counts only those who actually vote to accept or to reject the Plan. Thus, a Class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number actually voting cast their Ballots in favor of acceptance. Under Section 1126(d) of the Bankruptcy Code, a Class of Interests has accepted the Plan if holders of such Interests holding at least two-thirds in amount actually voting have voted to accept the Plan. Holders of Claims who fail to vote are not counted as either accepting or rejecting the Plan.

B. Feasibility of the Plan.

To confirm the Plan, the Bankruptcy Court must find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors. This requirement is imposed by Section 1129(a)(11) of the Bankruptcy Code and is referred to as the “feasibility” requirement. The Debtors believe that they will be able to perform timely all obligations described in the Plan and, therefore, that the Plan is feasible.

To demonstrate the feasibility of the Plan, financial Projections for Fiscal Years 2016 through 2018 have been prepared by the Debtors and attached to this Disclosure Statement as **Appendix 4**. The Projections indicate that the Reorganized Debtors should have sufficient cash flow to pay and service their debt obligations and to fund their operations. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of Section 1129(a)(11) of the Bankruptcy Code. As noted in the Projections, however, the Debtors caution that no representations can be made as to the accuracy of the Projections or as to the Reorganized Debtors’ ability to achieve the projected results. Many of the assumptions upon which the Projections are based are subject to uncertainties outside the control of the Debtors. Some assumptions inevitably will not materialize, and events and circumstances occurring after the date on which the Projections were prepared may be different from those assumed or may be unanticipated, and may adversely affect the Debtors’ financial results. Therefore, the actual results can be expected to vary from the projected results and the variations may be material and adverse.

The projections were not prepared with a view toward compliance with the guidelines established by the American Institute of Certified Public Accountants. The practices recognized to be in accordance

with generally accepted accounting principles or the rules and regulations of the Securities and Exchange Commission regarding projections. Furthermore, the projections have not been audited by the Debtors' independent accountants. Although presented with numerical specificity, the projections are based upon a variety of assumptions, some of which in the past have not been achieved and which may not be realized in the future, and are subject to significant business, economic and competitive uncertainties and contingencies, and many of which are beyond the control of the Debtors. Consequently, the projections should not be regarded as a representation or warranty by the Debtors or any other Person, that the projections will be realized. Actual results may vary materially from those presented in the projections.

C. Best Interests Test.

Even if a plan is accepted by each class of holders of claims, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the "best interests" of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The "best interests" test, as set forth in Section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that: (i) all members of an impaired class of claims or interests have accepted the plan; or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor was liquidated under Chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to members of each impaired class of holders of claims and interests if the debtor were liquidated under Chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor's assets if its Chapter 11 case were converted to a Chapter 7 case under the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced by: (1) first, the claims of secured creditors to the extent of the value of their collateral, and (2) second, by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. As a general matter, a liquidation under Chapter 7 will not affect the rights of letter of credit beneficiaries, including certain sureties who posted bonds that the Debtors purchased for various business, litigation, and other reasons. Costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtor in its bankruptcy case (such as compensation of attorneys, financial advisors, and restructuring consultants) that are allowed in the Chapter 7 case, litigation costs, and claims arising from the operations of the debtor during the pendency of the bankruptcy case. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity interests. The liquidation also would prompt the rejection of a large number of executory contracts and unexpired leases and thereby create a significantly higher number of unsecured claims.

Once the court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If such probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under a debtor's plan, then such plan is not in the best interests of creditors and equity security holders.

D. Application of the Best Interests Test to the Liquidation Analysis.

i. Overview

The Debtors believe that any liquidation analysis is speculative. For example, the liquidation analysis necessarily contains an estimate of the amount of Claims that will ultimately become Allowed Claims. In preparing the liquidation analysis, the Debtors have projected the amount of Allowed Claims based upon a review of their scheduled and filed proofs of claim. No order or finding has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of Claims at the projected amounts of Allowed Claims set forth in the liquidation analysis. In preparing the liquidation analysis, the Debtors have projected a range for the amount of Allowed Claims with the low end of the range the lowest reasonable amount of Claims and the high end of the range the highest reasonable amount of the Claims, thus allowing assessment of the most likely range of Chapter 7 liquidation dividends to the holders of the Allowed Claims. The estimate of the amount of Allowed Claims set forth in the liquidation analysis should not be relied on for any other purpose, including, without limitation, any determination of the value of any distribution to be made on account of Allowed Claims and Allowed Interests under the Plan.

Notwithstanding the difficulties in quantifying recoveries to creditors with precision, the Debtors believe that, taking into account the liquidation analysis, the Plan meets the “best interests” test of Section 1129(a)(7) of the Bankruptcy Code. The Debtors believe that the numbers of each Impaired Class will receive at least as much under the Plan as they would in a liquidation in a hypothetical chapter 7 case. Creditors will receive a better recovery through the distributions contemplated by the Plan because the continued operation of the Debtors as going concerns rather than a forced liquidation will allow the realization of more value for the Debtors’ assets. Moreover, in the event of liquidation, the aggregate amount of unsecured claims will no doubt increase significantly, and such claims will be subordinated to priority claims that will be created. The resulting increase in both general unsecured and priority claims will decrease percentage recoveries to unsecured creditors of the Debtors. All of these factors lead to the conclusion that recovery under the Plan would be at least as much, and in many cases significantly greater, than the recoveries available in a Chapter 7 liquidation.

E. Confirmation Without Acceptance of All Impaired Classes: The ‘Cramdown’ Alternative.

Classes A1-A9 and B1-B9 are entitled to vote to accept or reject the Plan. The Debtors intend to use the provisions of Bankruptcy Code § 1129(b) to satisfy the requirements for confirmation of the Plan with respect to any one or more of Classes A1-A9 and B1-B9 that vote to reject the Plan. The Debtors will use the provisions of Bankruptcy Code § 1129(b) to satisfy the requirements for confirmation of the Plan with respect to each rejecting Class.

Section 1129(b) of the Bankruptcy Code provides that a plan can be confirmed even if it has not been accepted by all impaired classes as long as at least one impaired class of Claims has accepted it. The Bankruptcy Court may confirm the Plan at the request of the Debtors notwithstanding the Plan’s rejection (or deemed rejection) by impaired Classes as long as the Plan “does not discriminate unfairly” and is “fair and equitable” as to each impaired Class that has not accepted it. A plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a dissenting class is treated equally with respect to other classes of equal rank.

A plan is fair and equitable as to a class of secured claims that rejects such plan if the plan provides: (1)(a) that the holders of claims included in the rejecting class retain the liens securing those claims, whether the property subject to those liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and (b) that each holder of a claim of such class receives on account of that claim deferred cash payments totaling at least the allowed amount of that

claim, of a value, as of the effective date of the plan, of at least the value of the holder's interest in the estate's interest in such property; (2) for the sale, subject to Section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing the claims included in the rejecting class, free and clear of the liens, with the liens to attach to the proceeds of the sale, and the treatment of the liens on proceeds under clause (1) or (2) of this paragraph; or (3) for the realization by such holders of the indubitable equivalent of such claims.

A plan is fair and equitable as to a class of unsecured claims that rejects a plan if the plan provides: (1) for each holder of a claim included in the rejecting class to receive or retain on account of that claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (2) that the holder of any claim or interest that is junior to the claims of such rejecting class will not receive or retain on account of such junior claim or interest any property at all.

A plan is fair and equitable as to a class of equity interests that rejects a plan if the plan provides: (1) that each holder of an interest included in the rejecting class receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (2) that the holder of any interest that is junior to the interest of such rejecting class will not receive or retain under the plan on account of such junior claim or interest any property at all.

X. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A summary description of certain United States federal income tax consequences of the Plan is provided below. This description is for informational purposes only and, due to a lack of definitive judicial or administrative authority or interpretation, substantial uncertainties exist with respect to various tax consequences of the Plan as discussed herein. This disclosure describes only the principal United States federal income tax consequences of the Plan to the Debtors and to the Claimholders who are entitled to vote to accept or reject the Plan. No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan. No rulings or determinations of the IRS or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding upon the IRS or such other authorities. No representations are being made to the Debtors or any Creditor regarding the particular tax consequences of the confirmation and consummation of the Plan. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

The following discussion of United States federal income tax consequences is based on the Internal Revenue Code of 1986, as amended, Treasury Regulations, judicial authorities, published positions of the IRS and other applicable authorities, all as in effect on the date of this document and all of which are subject to change or differing interpretations (possibly with retroactive effect).

The following discussion does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address the United States federal income tax consequences of the Plan to special classes of taxpayers (e.g., banks and certain other financial institutions, insurance companies, tax-exempt organizations, governmental entities, persons that are, or hold their Claims through, pass-through entities, persons whose functional currency is not the United States dollar, foreign persons, dealers in securities or foreign currency, employees of a Debtor, persons who received their Claims pursuant to the exercise of an employee stock option or otherwise as compensation and persons holding Claims that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale, or conversion transaction). Furthermore, the following discussion does not address United States federal taxes other than income taxes.

Holders of Claims are strongly urged to consult their own tax advisor regarding the United States federal, state and local and any foreign tax consequences of the transactions described in this Disclosure Statement and in the Plan.

A. United States Federal Income Tax Consequences to the Debtors.

i. Cancellation of Indebtedness Income

Under the Plan, a portion of the Debtors' outstanding indebtedness will be satisfied in exchange for Cash, beneficial rights in the Liquidating Trust, and/or other property. The satisfaction of a debt obligation for an amount of cash and other property having a fair market value less than the "adjusted issue price" of the debt obligation generally gives rise to cancellation of indebtedness ("COD") income to the debtor.

However, with the exception noted below, the Debtors will not recognize COD income because the debt discharge occurs in Title 11 bankruptcy case. The Debtors will instead reduce their tax attributes to the extent of their COD income in the following order: (a) net operating losses ("NOLs") and NOL carryforwards; (b) general business credit carryforwards; (c) minimum tax credit carryforwards; (d) capital loss carryforwards; (e) the tax basis of the Debtors' depreciable and nondepreciable assets (but not below the amount of its liabilities immediately after the discharge); and (f) foreign tax credit carryforwards.

B. Federal Income Tax Consequences to Creditors.

The following discusses certain United States federal income tax consequences of the transactions contemplated by the Plan to Creditors that are "United States holders," as defined below. The United States federal income tax consequences of the transactions contemplated by the Plan to Creditors (including the character, timing and amount of income, gain or loss recognized) will depend upon, among other things: (1) whether the Claim and the consideration received in respect thereof are "securities" for federal income tax purposes; (2) the manner in which a Creditor acquired a Claim; (3) the length of time the Claim has been held; (4) whether the Claim was acquired at a discount; (5) whether the Creditor has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current tax year or any prior tax year; (6) whether the Creditor has previously included in its taxable income accrued but unpaid interest with respect to the Claim; (7) the holder's method of tax accounting; and (8) whether the Claim is an installment obligation for federal income tax purposes. Creditors therefore should consult their own tax advisors regarding the particular tax consequences to them of the transactions contemplated by the Plan.

For purposes of the following discussion, a "United States holder" is a Creditor that is: (1) a citizen or individual resident of the United States; (2) a partnership or corporation created or organized in the United States or under the laws of the United States, a political subdivision thereof, or a State of the United States; (3) an estate the income of which is subject to United States federal income taxation regardless of its source; or (4) a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States fiduciaries have the authority to control all substantial decisions of the trust, or (ii) the trust was in existence on August 20, 1996, and properly elected to be treated as a United States person.

i. Sale or Exchange of Claims

Under the Plan, Creditors will receive Cash, beneficial rights in the Liquidating Trust, and/or other property in exchange for their Claims. A Creditor who receives such property in exchange for its Claim pursuant to the Plan will generally recognize gain or loss for United States federal income tax

purposes in an amount equal to the difference between (1) the fair market value of their share of the beneficial rights in the Liquidating Trust and/or other property on the Effective Date, plus the amount of Cash received by such Creditor, and (2) the Creditor's adjusted tax basis in its Claim. Where the debt received by a Creditor is newly issued debt of the Debtors, such debt will be treated as given in exchange for any existing debt of a Debtor held by the Creditor to the extent that the newly issued debt effects a "significant modification," within the meaning of Treasury Regulation §1.1001-3, of the Debtor's existing debt. In such a case, a Creditor will recognize gain or loss for United States federal income tax purposes in an amount equal to the difference between (1) the issue price of the newly issued debt of the Debtor, the fair market value on the Effective Date of any other property received by such Creditor, plus the amount of any Cash received by such Creditor, and (2) the Creditor's adjusted tax basis in its Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the nature of the Claim as held by the Creditor, whether the Claim constitutes a capital asset in the hands of the Creditor, whether the Claim was purchased at a discount, whether any amount received in respect of a Claim constitutes accrued interest, and whether and to what extent the Creditor has previously claimed a bad debt deduction with respect to its Claim. A Creditor who recognizes a loss on a transaction conducted pursuant to the Plan may be entitled to a bad debt deduction, either in the taxable year of the Effective Date or a prior taxable year.

ii. Accrued Interest

Under the Plan, cash or other property may be distributed or deemed distributed to certain Creditors with respect to their Claims for accrued interest. Holders of Claims for accrued interest that previously have not included such accrued interest in taxable income will be required to recognize ordinary income equal to the amount of cash or other property received with respect to such Claims for accrued interest. Holders of Claims for accrued interest that have included such accrued interest in taxable income generally may take an ordinary deduction to the extent that such Claim is not fully satisfied under the Plan (after allocating the distribution between principal and accrued interest), even if the underlying Claim is held as a capital asset. The adjusted tax basis of any property received in exchange for a Claim for accrued interest will equal the fair market value of such property on the Effective Date, and the holding period for the property will begin on the day after the Effective Date. It is not clear the extent to which consideration that may be distributed under the Plan will be allocable to interest. Creditors are advised to consult their own tax advisors to determine the amount, if any, of consideration received under the Plan that is allocable to interest.

iii. Market Discount

In general, a debt obligation, other than one with a fixed maturity of one year or less, that is acquired by a holder in the secondary market (or, in certain circumstances, upon original issuance) is a "market discount bond" as to that holder if the obligation's stated redemption price at maturity (or, in the case of a debt obligation having original issue discount, the revised issue price) exceeds the holder's adjusted tax basis in the debt obligation immediately after its acquisition. However, a debt obligation will not be a "market discount bond" if such excess is less than a statutory de minimis amount. To the extent that a Creditor has not previously included market discount in its taxable income, gain recognized by a Creditor with respect to a "market discount bond" will generally be treated as ordinary interest income to the extent of the market discount accrued on such bond during the Creditor's period of ownership. A holder of a market discount bond that is required to defer deduction of all or a portion of the interest on indebtedness incurred or maintained to acquire or carry the bond may be allowed to deduct such interest, in whole or in part, on the disposition of such bond.

iv. Other Claimholders

To the extent certain Creditors reach an agreement with the Debtors to have their Claims satisfied, settled, released, exchanged or otherwise discharged in a manner other than as described in the Plan, such holders should consult with their own tax advisors regarding the tax consequences of such satisfaction, settlement, release, exchange, or discharge.

v. Information Reporting and Backup Withholding

Certain payments, including payments in respect of accrued interest or market discount, are generally subject to information reporting by the payor to the IRS. These reportable payments do not include those that give rise to gain or loss on the exchange of a Claim. Moreover, such reportable payments are subject to backup withholding under certain circumstances. A United States holder may be subject to backup withholding at rate of 28% with respect to certain distributions or payments of accrued interest, market discount, or similar items pursuant to the Plan, unless the holder (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (b) provides a correct United States taxpayer identification number and certifies under penalty of perjury that the holder is a U.S. person, the taxpayer identification number is correct, and that the holder is not subject to backup withholding because of a failure to report all dividend and interest income. Payments that give rise to gain or loss on the exchange of a Claim are not subject to backup withholding.

Backup withholding is not an additional tax. Amounts subject to backup withholding are credited against a holder's United States federal income tax liability, and a holder may obtain a refund of any excess backup withholding by filing an appropriate claim for refund with the IRS.

C. Importance of Obtaining Professional Tax Assistance.

The foregoing discussion is intended only as a summary of certain United States federal income tax consequences of the Plan and is not a substitute for careful tax planning with a tax professional. The above discussion is for informational purposes only and is not tax advice. The tax consequences are in many cases uncertain and may vary depending on a Creditor's particular circumstances. Accordingly, Creditors are strongly urged to consult their tax advisors about the United States federal, state and local and applicable foreign income and other tax consequences of the Plan, including with respect to tax reporting and record keeping requirements.

XI. RISK FACTORS

The restructuring of the Debtors involves a degree of risk, and this Disclosure Statement and certain of its Exhibits contain forward-looking statements that involve risks and uncertainty. Reorganized Debtors' actual results could differ materially from those anticipated in such forward-looking statements as a result of a variety of factors, including those set forth in the following risk factors and elsewhere in this Disclosure Statement. **Holders of Claims should consider carefully the following factors, in addition to the other information contained in this Disclosure Statement, before submitting a vote to accept or reject the Plan.**

A. Additional Fundraising Needs.

Depending on the ultimate size of the Project (in terms of treatment rooms), the Reorganized Debtors will need to raise between one-hundred and ten million dollars (\$110,000,000, for a two-room center) and one-hundred and thirty million dollars (\$130,000,000 for a three-room center) in additional capital to complete the Project. Those amounts include additional construction work required to complete the physical building housing the Project, the proton treatment equipment from Varian Medical Systems,

Inc., the purchase of other medical equipment necessary to outfit the Project, the hiring of key medical and administrative personnel, and the establishment of an operating fund sufficient to open the center.

During the pendency of these bankruptcy proceedings, the Debtors have worked diligently with numerous brokers and other parties to procure additional investors to complete the Project. That work has been hampered significantly by the existence of the bankruptcy proceedings themselves, as well as the substance and allegations contained in the Warren Motions. Once the Plan has been confirmed and becomes effective, the Reorganized Debtors intend to continue this work and have every reason to believe that they will be successful on the timeline envisioned in the Plan.

B. Dependence on Key Personnel.

Reorganized Debtors' operations depend to a great extent on the efforts of its officers and other key personnel and on Reorganized Debtors' ability to attract new key personnel and retain existing key personnel in the future. There can be no assurance that Reorganized Debtors will be successful in attracting and retaining such personnel, or that they will not incur increased costs in order to do so. Reorganized Debtors' failure to attract additional qualified employees or to retain the services of key personnel could have a material adverse effect on Reorganized Debtors' business, financial condition, and results of operations.

C. Competition.

Since the Debtors began design and construction of the Project, at least one other proton treatment center has been built in the Dallas-Fort Worth metroplex area, including the Texas Center for Proton Therapy in Las Colinas, which started seeing patients in November 2015. Before the completion of that center, the Metroplex was the largest metropolitan area in the United States without such a facility, the closest two being in Oklahoma City and Houston. According to the National Association for Proton Therapy, there are approximately twenty (20) operating proton treatment facilities in the United States, with an additional 16 (including the Project) currently under construction.

The completion of a competing proton treatment center in the Debtors' primary market represents both a challenge for the Reorganized Debtors and an affirmation of the viability of their eventual goal to complete the Project. While on the one hand, the existence of the Texas Center for Proton Therapy potentially deprives the Reorganized Debtors of market share in the Metroplex, the Debtors believe that existing relationships with Varian Medical Systems, Inc., which will install its state-of-the-art ProBeam® system in the Project, and the University of Texas Southwestern Medical Center, one of the premier teaching and treatment institutions in the world, will provide the Reorganized Debtors will more than enough potential patients to make the Project successful. The Debtors have also explored and intend to continue exploring relationships with Children's Medical Center, one of the finest pediatric hospitals in the world, and Texas Health Resources, which operates 24 hospitals in Dallas alone. In addition, the premier location of the Project in the Dallas hospital district, directly adjacent to Children's Medical Center and within short walking distance of several major hospitals, only enhances the potential of the facility. The Debtors further believe that a North Texas area housing more than twenty-one million people within 250 miles of the Project site is large enough for two competing centers.

On a worldwide basis, annual cancer cases are projected to increase by more than 50% to 22.0 million new cases in the year 2030, as indicated by the World Cancer Report issued in 2014. This anticipated increase is being driven by steadily aging populations, current trends in smoking prevalence and the growing adoption of unhealthy lifestyles. According to the U.S. Census Bureau, the number of people over 65 years of age in the U.S. alone is expected to increase by 36% to 47.7 million in 2015 from

35.0 million in 2000. As a result of the aforementioned, the National Cancer Institute estimates that the number of new cancer cases diagnosed annually in the U.S. could reach three million by 2050.

Based upon these statistics, the Debtors anticipate that the number of proton-therapy-suitable patients seeking treatment at the Project will far exceed the Project's estimated annual patient capacity.

D. The Proton Therapy Market

Citing the availability of cheaper, more established methods, several private health insurance companies, including Aetna, Cigna, and UnitedHealth have, in the past, stated an intent to stop paying for proton therapy for some form of cancers. A 2012 study published in the *Journal of the National Cancer Institute* found that the therapy can cost about twice as much as other forms of radiation therapy. The median Medicare reimbursement came in at \$32,428 for proton-beam treatment of prostate cancer, compared to \$18,575 for traditional radiation therapy. But research published in 2014 and 2015 sided with proton therapy, finding that higher initial costs were outweighed by long-term savings by reducing chances of developing secondary cancers.

E. Reorganization Factors.

i. Financial Considerations

As with any plan of reorganization or other financial transaction, there are certain risk factors that must be considered. All risk factors cannot be anticipated, some events will develop in ways that were not foreseen, and many or all of the assumptions that have been used in connection with this Disclosure Statement and the Plan will not be realized exactly as assumed. Some or all of such variations may be material. While efforts have been made to be reasonable in this regard, there can be no assurance that subsequent events will bear out the analyses set forth in this Disclosure Statement. Holders of Claims should be aware of some of the principal risks associated with the contemplated reorganization:

- There is a risk that one of more of the required conditions or obligations under the Plan will not occur, be satisfied or waived, as the case may be, resulting in the inability to confirm the Plan.
- The total amount of all Claims filed in the Chapter 11 Cases may materially exceed the estimated amounts of Allowed Claims assumed in the development of the Plan, in the valuation estimates provided above. The actual amount of all Allowed Claims in any Class may differ significantly from the estimates provided in this Disclosure Statement. Accordingly, the amount and timing of the distributions that will ultimately be received by any particular holder of an Allowed Claim in any Class may be materially and adversely affected if the estimates are exceeded as to any Class.
- A number of other uncertainties may adversely affect Reorganized Debtors' future operations including, without limitation, economic recession, lumber prices, increased competition, adverse regulatory agency actions, acts of God, or similar circumstances. Many of these factors will be substantially beyond Reorganized Debtors' control, and a change in any factor or combination of factors could have a material adverse effect on Reorganized Debtors' financial condition, cash flows, and results of operations.
- There can be no assurance that Reorganized Debtors will be able to continue to raise sufficient funds to meet their obligations under the Plan. Although Reorganized Debtors' financial projections assume that Reorganized Debtors will raise sufficient funds to meet their

working capital needs for the foreseeable future on a stand-alone basis, their ability to gain access to additional capital, if needed, cannot be assured, particularly in view of possible competitive factors and industry conditions.

ii. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the Plan will satisfy all requirements necessary for Confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. There can also be no assurance that modifications of the Plan will not be required for Confirmation, that such negotiations would not adversely affect the holders of Allowed Claims and Equity Interests, or that such modifications would not necessitate the re-solicitation of votes.

XII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors believe that the Plan affords holders of Claims the greatest realization on the Debtors' assets and, therefore, is in the best interests of such holders. If the Plan is not confirmed, however, the theoretical alternatives include: (a) continuation of the pending Chapter 11 Cases; (b) an alternative plan or plans of reorganization; or (c) liquidation of the Debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code.

A. Continuation of the Chapter 11 Cases.

If the Debtors remain in Chapter 11, they could continue to operate their businesses and manage their properties as debtors-in-possession, but they would remain subject to the restrictions imposed by the Bankruptcy Code. The Debtors may have difficulty sustaining the high costs and the erosion of market confidence that may be caused if the Debtors remain as Chapter 11 debtors-in-possession.

B. Alternative Plans of Reorganization.

If the Plan is not confirmed, the Debtors, or, after the expiration of the Debtors' exclusive period in which to propose and solicit a reorganization plan, any other party in interest in the Chapter 11 Cases, could propose a different plan or plans. Such plans might involve either a reorganization and continuation of the Debtors' businesses, or an orderly liquidation of their assets, or a combination of both.

C. Liquidation Under Chapter 7 or Chapter 11.

If no plan is confirmed, the Debtors' Chapter 11 Cases may be converted to a case under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee or trustees would be appointed to liquidate the assets of the Debtors. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective holders of Claims against or Interests in the Debtors. However, the Debtors believe that creditors would lose substantially higher going concern value if the Debtors were forced to liquidate. In addition, the Debtors believe that in liquidation under Chapter 7, before creditors received any distribution, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants and other professionals to assist such trustees would cause a substantial diminution in the value of the Estates. The assets available for distribution to creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executory contracts in connection with the cessation of operations and the failure to realize the greater going concern value of the Debtors' assets.

The Debtors may also be liquidated under a Chapter 11 plan. In a liquidation under Chapter 11, the Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7. Thus, a Chapter 11 liquidation might result in larger recoveries than a Chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Because a trustee is not required in a Chapter 11 case, expenses for professional fees could be lower than in a Chapter 7 case, in which a trustee must be appointed. However, any distribution to the Creditors under a Chapter 11 liquidation plan would likely be delayed substantially.

The Debtors' liquidation analysis is premised upon a hypothetical liquidation in a Chapter 7 case and is attached as **Appendix 6** to this Disclosure Statement. In the analysis, the Debtors have taken into account the nature, status, and underlying value of their assets, the ultimate realizable value of their assets, and the extent to which such assets are subject to liens and security interests. The likely form of any liquidation would be the sale of individual assets. Based on this analysis, it is likely that a Chapter 7 liquidation of the Debtors' assets would produce less value for distribution to creditors than that recoverable in each instance under the Plan. In the Debtors' opinion, the recoveries projected to be available in a Chapter 7 liquidation are not likely to afford holders of Claims as great a realization potential as does the reorganization proposed in the Plan. In any event, the recoveries available to creditors as a result of liquidation (whether in Chapter 7 or 11) is impacted by the existence of significant secured debt that will restrict recovery to unsecured creditors in this case.

XIII. RECOMMENDATION AND CONCLUSION

A. Hearing on and Objections to Confirmation.

i. Confirmation Hearing

The hearing on confirmation of the Plan has been scheduled for _____, 2016 at __: __ __.m. (Central time). The hearing may be adjourned from time to time by announcing the adjournment in open court, all without further notice to parties in interest, and the Plan may be modified by the Debtors under Bankruptcy Code § 1127 before, during, or as a result of that hearing, without further notice to parties in interest.

ii. Date Set for Filing Objections to Confirmation of the Plan

The time by which all objections to confirmation of the Plan must be filed with the Bankruptcy Court and received by the parties listed in the Confirmation Hearing Notice has been set for _____, 2016 at __: __ __.m. (Central time). A copy of the Confirmation Hearing Notice is enclosed with this Disclosure Statement.

B. Recommendation.

The Plan provides for an equitable and early distribution to creditors of the Debtors, preserves the value of the business as a going concern, and preserves the jobs of employees. The Debtors believe that any alternative to confirmation of the Plan, such as liquidation or attempts by another party in interest to file a plan, could result in significant delays, litigation, and costs, as well as the loss of jobs by the employees. Moreover, the Debtors believe that their creditors will receive greater and earlier recoveries under the Plan than those that would be achieved in liquidation or under an alternative plan.

FOR THESE REASONS, THE DEBTORS URGE YOU TO RETURN YOUR BALLOT ACCEPTING THE PLAN.

Dated: March ____, 2016

Respectfully Submitted,

/s/ Mark C. Moore

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DEBTORS-IN-POSSESSION**

APPENDIX 1

JOINT PLAN OF REORGANIZATION

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

In re:	§	
	§	Chapter 11
Dallas Proton Treatment Center, LLC,	§	
<i>et al.</i>	§	Case No. 15-33783
	§	
Debtors.	§	(Jointly Administered)

JOINT PLAN OF REORGANIZATION

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PROTON TREATMENT HOLDINGS, LLC, AND
DALLAS PROTON TREATMENT CENTER, LLC**

Dated: March 1, 2016

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Exhibits to Plan:

Exhibit A	Avoidance Actions and Preserved Litigation Claims
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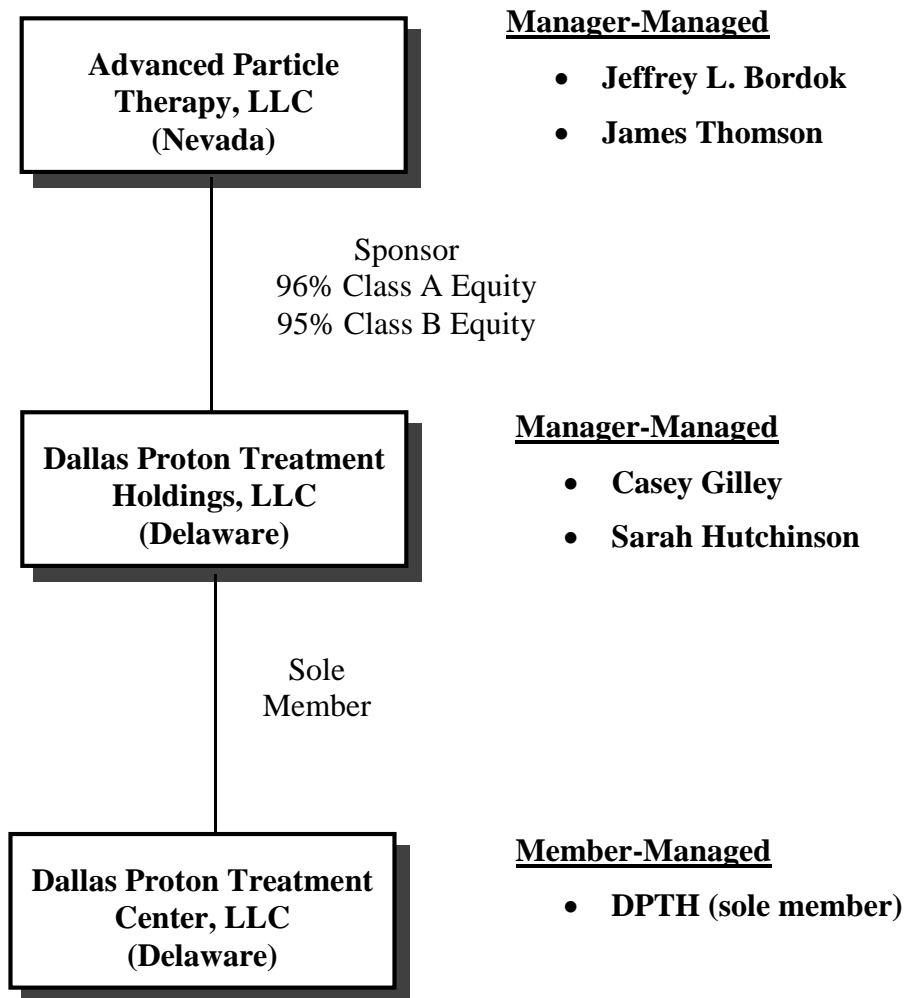
**ARTICLE 1
INTRODUCTION**

1.01 Introduction

Dallas Proton Treatment Holdings, LLC and Dallas Proton Treatment Center, LLC, debtors and debtors-in-possession (collectively, the “*Debtors*”), in the above-captioned, jointly administered Chapter 11 cases, propose the following joint plan of reorganization for the resolution of their outstanding claims and equity interests. **All holders of Claims against, and Equity Interests in, the Debtors are encouraged to read the Plan, the Disclosure Statement, and the related solicitation materials in their entirety before voting to accept or reject the Plan.**

Subject to the restrictions on modifications set forth in Bankruptcy Code § 1127, Bankruptcy Rule 3019, and Section 15.01 of the Plan, the Debtors reserve the right to alter, amend, or modify the Plan one or more times before its substantial consummation.

The organizational chart below shows the relationships between, and equity ownership of, the Debtors as of March 1, 2016:



SUMMARY OF THE PLAN

1. **Summary Only.** The following is a brief summary of the Plan's general terms and does not form a part of the Plan. This summary is qualified in its entirety by reference to the provisions of the Plan. Capitalized terms used in this summary are defined in defined in the Plan.

2. **General Description of Assets.** Dallas Proton Treatment Holdings, LLC's assets include:

- a. (equity) membership interests in Dallas Proton Treatment Center, LLC;
- b. notes receivables owed to APT in the amount of approximately \$28 million; and
- c. a note receivable / insurance cause of action for reimbursement of attorney's fees from CFC Underwriting Limited in the amount of approximately \$500,000 (which is disputed by CFC).

Dallas Proton Treatment Center, LLC assets include, among other things, the Dallas Property, which the Debtors believe is worth at least \$26.6 million, an equipment deposit in the approximate amount of \$452,559.00, and various prepaid-expense deposits in the amount of \$29,048.00.

3. **Plan and Treatment of Claims.** Pursuant to the terms of the Plan:

- a. The (equity) membership interests in Dallas Proton Treatment Holdings LLC will be retained.
- b. Dallas Proton Treatment Holdings LLC will retain its (equity) membership interests in Dallas Proton Treatment Center, LLC.
- c. The Reorganized Debtors will continue to (i) own (A) the Dallas Property, (B) the Notes Receivable, (C) the Avoidance Actions against the Warren Parties, and (D) the Avoidance Actions against Lulu Limited and (ii) operate the businesses, all in an attempt to repay any secured claims related thereto, if any, and to obtain financing necessary to complete the Project and repay all Allowed Claims.
- d. Funds necessary to repay such Claims will be received through (a) the repayment of the intercompany loans owed to the Debtors by their sponsor company, APT, (b) a sale-and-leaseback transaction of the Dallas Property, and (c) the raising of new capital to finish construction on the Project.

- e. The Debtors intend to use the funds received from the three aforementioned means to (i) satisfy in full the existing secured claims against held Hunt Construction against the Property, (ii) satisfy the alleged secured claims of Dallas Proton, LLC, *if it is determined by the Bankruptcy Court that such claims are valid and unav avoidable* or otherwise resolved by the parties, (iii) make distributions to all holders of Allowed Claims on a *pro-rata* basis, and (iv) establish a working-capital reserve to fund debt-service payments and construction costs incurred to complete the Project.
- f. At this time, the Debtors estimate that between approximately one-hundred and ten million dollars (\$110,000,000) and one-hundred and thirty million dollars (\$130,000,000) in additional fundraising is needed to complete the Project, depending on the ultimate size (in terms of treatment rooms) of the Center to be finished. The exact amount of that financing depends on whether the Debtors decide to construct a 2 or 3-room treatment center. The Debtors hope to make a decision on the size of the Center prior to the Confirmation Date. To ensure that the Debtors raise the necessary funds to resolve outstanding Claims, the Debtors have established certain financing milestones in the Plan.
- g. Upon the Effective Date, all Estate Property other than Avoidance Actions against Lulu Limited and the Warren Parties will be transferred to the Liquidation Trust for administration by the Liquidating Trustee. That property will include, among other things, (a) the Notes Receivable, (b) the Property, and (c) all Causes of Action, including Avoidance Actions, that are not settled, released, or specifically retained by the Plan.
- h. The Liquidating Trustee will be designated as the Debtors' representative pursuant to § 1123(b)(3)(B) and will be empowered to investigate, commence, prosecute, and settle any claims and Causes of Action assigned to the Liquidating Trust. The Confirmation Order will operate as a tolling agreement such that all statutes of limitation and statutes of repose by which the Liquidation Trust must initiate action against all parties receiving notice of the Plan and Confirmation Order will be tolled until 60 after a default under the Plan.
- i. If the milestones are met, a portion of that capital will be distributed to Creditors in a *pro-rata* basis pursuant to the schedule provided in the Plan. The remaining portion will be used to fund ongoing operations and to complete the Project.

- j. APT and the Debtors' officers and directors will continue to assist in raising the financing necessary to complete the Project.
- k. The Plan provides that APT and the Debtors' officers and directors will receive full and final releases from the Debtors and the Estates upon the earlier of (a) receipt of \$30,000,000 of new financing facilitated by APT and (b) the MPTC Repayment and GPTC Repayment. Until either of (a) or (b) occurs, neither APT nor its officer and directors shall receive a release under the Plan.

4. **Classification of Claims.** Creditors holding Allowed Claims shall receive the following treatment under the Plan:

DALLAS PROTON TREATMENT HOLDINGS LLC

CLASS	CLAIMANT	TREATMENT
A1	SECURED TAX CLAIMS (Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
A2	M&M LIENHOLDERS (Est. Amt. of Claims: \$0)	(Est. Recovery: 100%)
A3	OTHER SECURED CLAIMS (Est. Amt. of Claims: \$0)	(Est. Recovery: 100%)
A4	DALLAS PROTON, LLC (Est. Amt. of Claims: \$18,500,000)	(Est. Recovery: 100%)
A5	LULU LIMITED (Est. Amt. of Claims: \$25,000,000)	(Est. Recovery: 100%)
A6	UNSECURED NOTEHOLDER CLAIMS (Est. Amt. of Claims: \$31,000,000)	(Est. Recovery: 100%)
A7	GENERAL UNSECURED CLAIMS (Est. Amt. of Claims: \$0)	(Est. Recovery: 100%)
A8	CONVENIENCE CLAIMS	

	(Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
A9	INTERCOMPANY CLAIMS (Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
A10	SUBORDINATED CLAIMS (Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
A11	EQUITY INTEREST HOLDERS (Est. Amt. of Claims: \$0)	(Est. Recovery: Unknown)

DALLAS PROTON TREATMENT CENTER, LLC

CLASS	CLAIMANT	TREATMENT
B1	SECURED TAX CLAIMS (Est. Amt. of Claims: \$80,000)	(Est. Recovery: 100%)
B2	M&M LIENHOLDERS (Est. Amt. of Claims: \$4,500,000)	(Est. Recovery: 100%)
B3	OTHER SECURED CLAIMS (Est. Amt. of Claims: \$0)	(Est. Recovery: 100%)
B4	DALLAS PROTON, LLC (Est. Amt. of Claims: \$18,500,000)	(Est. Recovery: 100%)
B5	LULU LIMITED (Est. Amt. of Claims: \$25,000,000)	(Est. Recovery: 100%)
B6	UNSECURED NOTEHOLDER CLAIMS (Est. Amt. of Claims: \$31,000,000)	(Est. Recovery: 100%)
B7	GENERAL UNSECURED CLAIMS	(Est. Recovery: Unknown)

	(Est. Amt. of Claims: \$945,725)	
B8	CONVENIENCE CLAIMS (Est. Amt. of Claims: \$0)	(Est. Recovery: 100%)
B9	INTERCOMPANY CLAIMS (Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
B10	SUBORDINATED CLAIMS (Est. Amt. of Claims: Unknown)	(Est. Recovery: 100%)
B11	EQUITY INTEREST HOLDERS (Est. Amt. of Claims: \$0)	(Est. Recovery: Unknown)

ARTICLE 2 DEFINITIONS AND RULES OF INTERPRETATION

Except as expressly provided or unless the context otherwise requires, all capitalized terms used in the Plan not defined when used have the meanings ascribed to them in Article 1 of the Plan. Any term used in the Plan that is not defined in the Plan but is defined in the Bankruptcy Code or the Bankruptcy Rules retains the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, terms include the plural as well as the singular and the masculine gender as well as the feminine gender. Additionally,

a. Except as otherwise provided in the Plan, Bankruptcy Rule 9006(a) applies when computing any time period under the Plan.

b. Any term used in the Plan that is not defined in the Plan, either in Article II or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules. Without limiting the foregoing, the rules of construction set forth in § 102 shall apply to the Plan, unless superseded herein.

c. The definition given to any term or provision in the Plan supersedes and controls any different meaning that may be given to that term or provision in the Disclosure Statement.

d. Whenever it is appropriate from the context, each term, whether stated in the singular or the plural, includes both the singular and the plural.

e. Any reference to a document or instrument being in a particular form or on particular terms means that the document or instrument will be substantially in that form or on those terms or as amended by the terms thereof.

f. Any reference to an existing document means the document as it has been, or may be, amended or supplemented.

g. Unless otherwise indicated, the phrase “under the Plan” and similar words or phrases refer to the Plan in its entirety rather than to only a portion of the Plan.

h. Unless otherwise specified, all references to Sections or Exhibits are references to the Plan’s Sections or Exhibits.

i. Section captions and headings are used only as convenient references and do not affect the Plan’s meaning.

j. Unless otherwise indicated, use of the symbol “§” shall refer to that section in the Bankruptcy Code.

As used in the Plan, the following terms have the following meanings:

2.02 “Administrative Claim” means a Claim for any cost or expense of administration of the Chapter 11 Cases Allowed under §§ 503(b), 507(b) or 546(c)(2) and entitled to priority under § 507(a)(1), including, without limitation: (a) fees payable under 28 U.S.C. § 1930; (b) actual and necessary costs and expenses incurred in the ordinary course of the Debtors’ business; (c) actual and necessary costs and expenses of preserving the Estates or administering the Chapter 11 Cases; (d) all Professional Fee Claims to the extent Allowed by Final Order under §§ 330, 331, or 503.

2.03 “Administrative-Expense Bar Date” means the first Business Day that is 30 days after the Confirmation Date.

2.04 “APT” means Advanced Particle Therapy, LLC, a Nevada limited liability company.

2.05 “Affiliate” means any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and, with respect to any specified natural Person, any other Person having a relationship by blood, marriage, or adoption not more remote than first cousins with such natural Person. For purposes of this definition, “controlling” (including, with correlative meanings, the terms “controlled by” and “under direct or indirect common control with”), as used with regard to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement, or otherwise.

2.06 “Allowed” means (a) A Claim that has been allowed by a Final Order or (b) with respect to any Claim against, or Equity Interest in, any of the Debtors: (i) (A) proof of which, request for payment of which, or application for allowance of which, was filed or deemed filed

with the Bankruptcy Court on or before the Bar Date, the Administrative Claims Bar Date, the Professional Fee Bar Date, or the Rejection Damages Bar Date, as applicable, for filing proofs of claim or equity interest or requests for payment for Claims of such type against any of the Debtors or such date as established by order of the Bankruptcy Court, even if such date is after the Bar Date, the Administrative Claims Bar Date, the Professional Fee Bar Date, or the Rejection Damages Bar Date, as applicable; or (B) a Claim or Equity Interest that is allowed by the Debtors; (ii) listed as undisputed, liquidated, and non-contingent in the Schedules and as to which no objection to its allowance or motion to estimate for purposes of allowance has been interposed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court; and (iii) in each case, a Claim or Equity Interest as to which no objection to its allowance or motion to estimate for purposes of allowance has been interposed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, as to which any such objection or motion has been interposed, to the extent allowed by a Final Order. The term “Allowed,” when used to modify a reference in the Plan to any Claim, Equity Interest, Class of Claims, or Class of Equity Interests, means a Claim or Equity Interest (or any Claim or Equity Interest in any such Class) that is so allowed (*e.g.*, an “Allowed Secured Claim” is a Claim that has been allowed to the extent of the value, as determined by the Bankruptcy Court under Bankruptcy Code § 506(a), of any interest in property of the Estate securing such Claim).

2.07 “Avoidance Actions” means all statutory causes of action preserved for the Estates under §§ 510, 542, 543, 544, 545, 547, 548, 549, 550, and 724(a) that one or more of the Debtors or the Estates may have against any Person including, without limitation, those listed in Exhibit A to the Plan. Failure to list an Avoidance Action in the Plan does not constitute a waiver or release by the Debtors or Reorganized Holdings of such Avoidance Action.

2.08 “Ballot” means the form of ballot or ballots distributed with the Disclosure Statement to holders of Claims and Equity Interests entitled to vote on the Plan on which an acceptance or rejection of the Plan and a Convenience Election are to be indicated.

2.09 “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended from time to time and as applicable to the Chapter 11 Cases.

2.10 “Bankruptcy Court” means the United States District Court for the Northern District of Texas, Dallas Division having jurisdiction over the Chapter 11 Cases and, to the extent of any reference under 28 U.S.C. § 157, the bankruptcy unit of such District Court under 28 U.S.C. § 151.

2.11 “Bankruptcy Rules” means collectively, the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075 and any Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases.

2.12 “Bar Date” means the date or dates fixed by the Bankruptcy Court by which Persons asserting a Claim against, or Equity Interest in, the Debtors (*except* Administrative Claims and Claims arising from the rejection of executory contracts and unexpired leases in accordance with Section 7.04 of the Plan) are required to file a proof of claim or equity interest or a request for payment or be forever barred from asserting a Claim against or Equity Interest in

the Debtors or their property, from voting on the Plan, and from sharing in distributions under the Plan.

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

2.14 “*Cash*” means currency, checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks, money orders, negotiable instruments, wire transfers of immediately available funds, or other similar items.

2.15 “*Cause of Action*” means any and all actions, proceedings, causes of action, obligations, suits, judgments, damages, demands, debts, accounts, controversies, agreements, promises, liabilities, powers to avoid transfers, legal remedies, equitable remedies, and claims (and any rights to any of the foregoing) that belong to a Debtor or its Estate that have been or may be asserted against any third party, whether core or non-core, reduced to judgment, not reduced to judgment, liquidated, unliquidated, known or unknown, foreseen or unforeseen, fixed, contingent, matured, unmatured, disputed, undisputed, then existing or thereafter arising, secured or unsecured, and whether asserted or assertable directly or derivatively or as a defense, counterclaim or cross-claim, in law, equity or otherwise including any recharacterization, subordination, avoidance or other claim, power or right arising under or pursuant to § 105 or chapter 5 of the Bankruptcy Code or under any other similar provisions of applicable state or federal law. Causes of Action include (a) rights of setoff, counterclaim or recoupment, and claims on contracts or for breaches of duties imposed by law, (b) the right to object to claims or interests, (c) all non-bankruptcy law claims and defenses, whether in tort or based on a contract, including without limitation, fraud, negligent misrepresentations, intentional or negligent mismanagement, mistake, professional malpractice, duress and usury, (d) Avoidance Actions, (f) claims for tax refunds, (g) claims to recover outstanding accounts receivable, (h) such claims and defenses as alter ego and substantive consolidation, and (i) any other claims which may be asserted against third parties.

2.16 “*Center*” means Dallas Proton Treatment Center, LLC, a Delaware limited liability company and a Debtor in the Chapter 11 Cases.

2.17 “*Chapter 11 Cases*” means the jointly administered cases under Chapter 11 of the Bankruptcy Code in which the Debtors are the debtors and debtors-in-possession, pending before the Bankruptcy Court.

2.18 “*Claim*” means a claim against any Debtor or its property as defined in § 101(5), including, without limitation: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured arising at any time before the Effective Date; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2.19 “*Class*” means a category consisting of holders of Claims or Equity Interests substantially similar in nature to the Claims or Equity Interests of other holders placed in that category, as designated in Article 4 of the Plan.

2.20 “*Collateral*” means any property or interest in property of the Estates subject to a Lien to secure the payment or performance of a Claim, the Lien not being subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

2.21 “*Committee*” means any Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases in accordance with § 1102.

2.22 “*Confirmation Date*” means the date the Bankruptcy Court enters the Confirmation Order.

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

2.24 “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan in accordance with the Bankruptcy Code. The Confirmation Order does not have to be a Final Order.

2.25 “*Contingent Claim*” means any Claim for which a proof of claim has been filed with the Bankruptcy Court that: (a) was not filed in a fixed amount, or has not accrued and depends on a future event which has not occurred and may never occur, and (b) has not been Allowed on or before the Confirmation Date.

2.26 “*Convenience Claim*” means any General Unsecured Claim either: (a) in an amount of \$10,000 or less; or (b) in an amount in excess of \$10,000 that is reduced to \$10,000 at the election of the holder of that Claim, in accordance with a Convenience Election.

2.27 “*Convenience Election*” means an election, as indicated on a Ballot, by a holder of a General Unsecured Claim in an amount in excess of \$10,000 to reduce its Claim to \$10,000 and have the Claim treated as a Convenience Claim in Classes A7 and B8 in the amount of \$10,000 in accordance with Section 5.08 of the Plan.

2.28 “*Creditor*” means any holder of a Claim, whether or not such Claim is an Allowed Claim, encompassed within the statutory definition set forth in Bankruptcy Code § 101(10).

2.29 “*Cure*” means the payment on the Effective Date of Cash or other property as a condition to the assumption or assumption and assignment by any Debtor of an executory contract or unexpired lease of nonresidential real property, in accordance with § 365(b).

2.30 “*D&O Policy*” means any directors and officers liability insurance policy or any applicable errors and omissions policy applicable to directors and officers of any Debtor.

2.31 “*Dallas Property*” means the real estate located in Dallas County, Texas on which the proton treatment center is to be constructed.

2.32 “*Debtors*” means Dallas Proton Treatment Center, LLC, a Delaware limited liability company, case number 15-3378, and Dallas Proton Treatment Holdings, LLC, a Delaware limited liability company, case number 15-33784, as debtors and debtors-in-possession in the Chapter 11 Cases under §§ 1107 and 1108.

2.33 “*Deficiency Claim*” means any portion of a Claim (a) to the extent the value of the holder’s interest in the Collateral security such Claim is less than the amount of such Claim or (b) to the extent the amount of a Claim is subject to setoff is less than the amount of the Claim, each as determined by § 506(a).

2.34 “*Disallowed*” means in reference to a Claim, a Claim or any portion of a Claim that has been disallowed, overruled, withdrawn, or expunged by Final Order.

2.35 “*Disclosure Statement*” means the written disclosure statement relating to the Plan including, without limitation, all exhibits and schedules to such disclosure statement, in the form approved by the Bankruptcy Court under § 1125 and Bankruptcy Rule 3017.

2.36 “*Disputed*” means with respect to Claims or Equity Interests, any Claim or Equity Interest: (a) that is listed in the Schedules as unliquidated, disputed, or contingent, or as to which the Debtors or any other party-in-interest have (i) interposed a timely objection or request for estimation, or (ii) sought to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, in each case where such listing, objection, request for estimation, or action to limit recovery has not been withdrawn or determined by a Final Order; or (b) that is a Contingent Claim.

2.37 “*Distribution Record Date*” means the date, established in the Confirmation Order, by which the identities of the holders of Claims and Equity Interests are determined for purposes of entitlement to receive distributions under the Plan.

2.38 “*Effective Date*” means the first Business Day that is fifteen days after the Confirmation Date and on which (a) no stay of the Confirmation Order is in effect and (b) all conditions to effectiveness set forth in Section 12.02 of the Plan have been satisfied or waived in accordance with the terms of the Plan.

2.39 “*Equity Interest*” means any interest in any of the Debtors represented by any class or series of common or preferred stock issued before the Effective Date, and any warrants, options, or rights to purchase any such common or preferred stock.

2.40 “*Estate Property*” means all rights, title, and interest in and to any property of every kind or nature owned by the Debtors or the Estates as of the Effective Date, including generally all property covered and included by § 541.

2.41 “*Estates*” means the estates for each Debtor created in the Chapter 11 Cases in accordance with § 541.

2.42 “Final Order” means an order or judgment of the Bankruptcy Court: (a) as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired, or as to which any right to appeal, petition for certiorari, reargue, or rehear has been waived in writing in form and substance satisfactory to the Debtors and the Committee; and (b) if an appeal, writ of certiorari, or reargument or rehearing has been sought, as to which the highest court to which such order was appealed, or certiorari, reargument or rehearing was sought, has determined such appeal, writ of certiorari, reargument, or rehearing, or has denied such appeal, writ of certiorari, reargument, or rehearing, and the time to take any further appeal, petition for writ of certiorari, or move for reargument or rehearing has expired; but the filing of a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, with respect to such order does not prevent such order from being a Final Order.

2.43 “General Unsecured Claim” means any Claim against any of the Debtors that is not a Secured Claim and does not fit the definition of any other Class of Claim against a Debtor.

2.44 “GPTC Repayment” means the repayment of the remainder Notes Receivable owed to Holdings by APT on account of money loaned to APT by Holdings and then loaned by APT to Georgia Proton Treatment Center, LLC, in the amount of thirteen million, five-hundred and seventy-five thousand dollars (\$13,575,000.00, exclusive of interest) as of the Petition Date.

2.45 “GPTC Repayment Proceeds” means the proceeds of GPTC Repayment.

2.46 “Holdings” means Dallas Proton Treatment Holdings, LLC a Delaware limited liability company and a Debtor in the Chapter 11 Cases.

2.47 “Impaired” means when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of § 1124.

2.48 “Insider Claims” means such claims held by insiders of the Debtors, as that term is defined in the Bankruptcy Code.

2.49 “Intercompany Claim” means any Claim held by a Debtor against any other Debtor arising at any time before the Effective Date.

2.50 “IRS” means the Internal Revenue Service.

2.51 “Lien” means a lien as defined in § 101(37), except a lien that has been avoided in accordance with §§ 544, 545, 546, 547, 548, or 549.

2.52 “Liquidating Trust” means the trust formed pursuant to the Plan, Confirmation Order, and Trust Agreement.

2.53 “Liquidating Trustee” means the trustee of the Liquidating Trust, who has the powers and responsibilities set forth in the Plan, the Confirmation Order, and the Trust Agreement, or any successor trustee appointed pursuant to the Trust Agreement.

2.54 “Liquidating Trustee Disclosure” means written disclosures, to be filed with the Bankruptcy Court at least ten (10) Business Days prior to the Confirmation Hearing, disclosing the identity of the Liquidating Trustee, the Liquidating Trustee’s credentials, any and all relevant affiliations, and connections, and an engagement letter setting forth the terms of the Liquidating Trustee’s employment and compensation.

2.55 “Maximum Amount” means with respect to any Disputed Claim: (a) the amount agreed to by Reorganized Holdings and the holder of such Claim; (b) the amount, if any, estimated or determined by the Bankruptcy Court in accordance with § 502(c); or (c) absent any such agreement, estimation or determination, the amount set forth in the proof of claim filed by the holder of such Claim or, if no amount is so set forth, the amount set forth in the Schedules for such Claim or, if no amount is so set forth, the amount estimated by Reorganized Dallas Proton in its good faith discretion.

2.56 “MPTC Repayment” means the repayment of the remainder Notes Receivable owed to Holdings by APT on account of money loaned to APT by Holdings and then loaned by APT to Maryland Proton Treatment Center, LLC, in the amount of fourteen million, two-hundred thousand dollars (\$14,200,000.00, exclusive of interest) as of the Petition Date.

2.57 “MPTC Repayment Proceeds” means the proceeds of MPTC Repayment.

2.58 “M&M Lienholders” means any Person holding a validly perfected lien against the property of the Debtors arising under or pursuant to Chapter 53 of the Texas Property Code.

2.59 “M&M Lienholders Claims” means any Claim against the Debtors that is held by an M&M Lienholder.

2.60 “Noteholders” means any Person holding an Allowed Claim based on a promissory note payable by the Debtors.

2.61 “Note Receivable” means any note receivable made in favor of the Debtors, including all related documents, including deeds of trust, mortgages and security agreements securing such notes and guaranties of such notes, whether that note is still outstanding or has already been foreclosed upon. **“Note Receivable”** shall be pluralized as **“Notes Receivable”** for all purposes.

2.62 “Note Receivable Claim” means any and all claims or every type that the Debtors have against every current or former borrower under a Note Receivable or any guarantors, indemnitors or sureties of such Note Receivable, including contractual claims under such Note Receivable, deeds of trust, mortgages and other loan documents previously delivered to the Debtors, and any and all claims arising from or relating to the real or personal property securing such claim, including claims for waste or conversion and the right of foreclosure on such real or personal property securing such Note Receivable, and any claims for fraud in the inducement with respect to the Note Receivable or the deeds of trust, mortgages and other loan documents previously delivered to the Debtors.

2.63 “Person” means any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint-stock company, trust,

unincorporated association or organization, governmental agency or associated political subdivision.

2.64 “*Petition Date*” means September 17, 2015, the dates on which petitions were filed commencing the Chapter 11 Cases.

2.65 “*Plan*” means this Joint Plan, either in its present form or as it may be amended, supplemented or modified from time to time in accordance with the terms of the Plan, including, except where the context otherwise requires, all its annexed exhibits and schedules.

2.66 “*Plan Documents*” means collectively, (a) the Plan, (b) the Disclosure Statement, (c) the Holdings Limited Liability Company Agreement, (d) the Center Limited Liability Company Agreement, and (e) the APT Tolling Agreement, copies of which are attached as exhibits to the Plan or which will be filed with the Bankruptcy Court no later than ten days before the Confirmation Hearing, and any other contracts, instruments, releases, and other agreements or documents to be executed in order to consummate the transactions contemplated under the Plan or otherwise necessary to effect and further evidence the terms and conditions of the Plan and the documents listed in (a) through (e) of this Section 1.72.

2.67 “*Plan Supplement*” means the supplement to the Plan as discussed in Article [_____] below.

2.68 “*Preserved Litigation Claims*” means subject to the releases and exculpation provisions contained in the Plan, all rights, claims, torts, liens, actions, causes of action, avoiding powers, proceedings, debts, contracts, judgments, offsets, damages and demands whatsoever in law or in equity, except Avoidance Actions, whether known or unknown, contingent or otherwise, that one or more of the Debtors or the Estates may have against any Person. A non-exhaustive listing of Preserved Litigation Claims is attached hereto as **Exhibit A**. Failure to list a Preserved Litigation Claim in the Plan does not constitute a waiver or release by the Debtors or Reorganized Debtors of such Preserved Litigation Claim.

2.69 “*Priority Claim*” means any Claim (or portions of such Claim) entitled to priority under § 507(a) other than Priority Tax Claims and Administrative Claims.

2.70 “*Priority Tax Claim*” means any Claim of a governmental unit entitled to priority under § 507(a)(8).

2.71 “*Professional*” means a Person: (a) employed in the Chapter 11 Cases in accordance with an order of the Bankruptcy Court under §§ 327, 328 or 1103 and to be compensated for services under §§ 327, 328, 329, 330, and 331; or (b) for whom compensation and reimbursement has been Allowed by a Final Order under § 503(b).

2.72 “*Professional Fee Bar Date*” means the deadline established by Section 3.02(d).

2.73 “*Professional Fee Claim*” means an Administrative Claim for compensation and reimbursement of expenses of a Professional rendered or incurred before the Effective Date submitted in accordance with §§ 328, 330, 331, or 503(b).

2.74 “*Project*” means the proton treatment center to be constructed by the Debtors on the Dallas Property.

2.75 “*Pro Rata*” means a proportionate share, such that the ratio of the consideration distributed on account of an Allowed Claim or Equity Interest in a Class to the amount of such Allowed Claim or Equity Interest is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims or Equity Interests in such Class to the amount of all Allowed Claims or Equity Interests in such Class.

2.76 “*Real Property Transaction*” means any transaction whereby Center sells, assigns, or otherwise transfers its ownership interest in the Dallas Property to any party.

2.77 “*Rejection Claims*” means all Claims arising from the rejection by any Debtor of an executory contract or unexpired lease of nonresidential real property either during the Chapter 11 Cases or in connection with the Plan, including, without limitation, Claims for future rents under § 502(b)(6) or future contract payments and Unsecured Claims for unpaid rent or contract payments accruing before the Petition Date. Rejection Claims do not include Claims for unpaid rent or contract payments arising under a rejected executory contract or unexpired lease of nonresidential real property after the Petition Date and before the effective date of the rejection of such contract or lease. Such Claims are Preserved Administrative Claims.

2.78 “*Remaining Capital Needs*” means the amount remaining, as of the Effective Date, to finish construction, procure proton equipment, and establish the working-capital fund necessary to complete and open the Project.

2.79 “*Reorganized Center*” means Dallas Proton Treatment Center, LLC on and after the Effective Date.

2.80 “*Reorganized Dallas Proton*” means Dallas Proton Treatment Center, LLC and Dallas Proton Treatment Holdings, LLC, collectively, on and after the Effective Date.

2.81 “*Reorganized Debtors*” means Reorganized Dallas Proton.

2.82 “*Reorganized Holdings*” means Dallas Proton Treatment Holdings, LLC, on and after the Effective Date.

2.83 “*Schedules*” means the schedules of assets and liabilities, the list of holders of interests, and the statements of financial affairs filed by the Debtors under § 521 and Bankruptcy Rule 1007, as such schedules, list, and statements may have been or may be supplemented or amended from time to time.

2.84 “*Secured Claim*” means any Claim (a) listed in the Schedules as a liquidated, noncontingent, and undisputed secured Claim, or (b) reflected in a proof of claim as a secured Claim, that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with § 506(a), or, if such Claim is subject to setoff under § 553, net of such setoff.

2.85 “*Secured Tax Claim*” means any Claim of any governmental unit or associated political subdivision that is secured by a Lien on property of an Estate by operation of applicable law including, without limitation, every Claim for unpaid real, personal property, or *ad valorem* taxes.

2.86 “*Security Interest*” means as defined in § 101(51).

2.87 “*Trust Assets*” means all Causes of Action, excluding Avoidance Actions against the Warren Parties and Lulu Limited, assigned to the Liquidating Trust on the Effective Date or thereafter. As set forth in more detail in Section 6.14 of the Plan, in the event of default of any of the distributions contemplated in Article 5 or the Fundraising Benchmarks outlined in Section 6.02, all Estate Property, including the Dallas Property, the Notes Receivable, and the Avoidance Actions against the Warren Parties and the Avoidance Actions against Lulu Limited will be transferred to the Liquidating Trust, to be liquidated on behalf of the beneficiaries of the Liquidating Trust.

2.88 “*Warren Party*” or “*Warren Parties*” means Kelcy Warren and Dallas Proton, LLC.

ARTICLE 3 TREATMENT OF UNCLASSIFIED CLAIMS

3.01 **Unclassified Claims.** As provided in § 1123(a)(1), Administrative Claims and Priority Tax Claims are not classified for purposes of voting on, or receiving distributions under, the Plan. Holders of such Claims are not entitled to vote on the Plan. All such Claims are instead treated separately in accordance with Sections 3.02 and 3.03 of the Plan and in accordance with the requirements set forth in § 1129(a)(9)(A).

3.02 **Allowed Administrative Claims.**

a. **Generally.** Except to the extent that any Person entitled to payment of any Allowed Administrative Expense agrees to a less favorable treatment or unless otherwise ordered by the Bankruptcy Court, each holder of an Allowed Administrative Claim shall receive, in full satisfaction, discharge, exchange, and release thereof, Cash in an amount equal to such Allowed Administrative Claim on or as soon as practicable after the later of (i) the Effective Date, and (ii) the thirtieth (30th) Business Day after such Administrative Claim becomes an Allowed Administrative Expense. Notwithstanding the foregoing, Ordinary Course Administrative Claim shall be paid in full in accordance with the terms and conditions of the particular transactions and any applicable agreements or as otherwise authorized by the Bankruptcy Court.

b. **Administrative-Expense Bar Date.** All Administrative-Expense Requests must be filed with the Bankruptcy Court no later than the Administrative Expense Bar Date or be forever barred. Within ten (10) business days after the Effective Date, the Debtors shall serve notice of the Effective Date and the Administrative-Expense Bar Date on all creditors and parties in interest. The deadline for filing final applications for allowance and payment of Professional Fee Claims shall be governed by Section 3.1(d) below.

Any objection to the allowance of an Administrative Expense, other than a Professional Fee Claim, must be filed no later than sixty (60) days after the expiration of the Administrative Expense Bar Date (the “*Administrative Expense Objection Deadline*”). The Administrative Expense Objection Deadline may be extended only by an order of the Bankruptcy Court. If no objection to the allowance of an Administrative Expense is filed on or before the Administrative Expense Objection Deadline, such Administrative Expense shall be deemed Allowed as of such date.

c. **U.S. Trustee Fees.** All outstanding fees owed to the Office of the U.S. Trustee pursuant to 28 U.S.C. § 1930 that have not been paid as of the Effective Date shall be paid when due in accordance with applicable law. The Debtors shall continue to file reports to show the calculation of such fees for the Estates until the Cases are closed under § 350.

d. **Professional Fee Claims.** All final applications for allowance and payment of a Professional Fee Claim for services rendered or reimbursement of expenses incurred through and including the Effective Date must be filed with the Bankruptcy Court and served no later than sixty (60) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court. All objections to allowance of Professional Fee Claims through the Effective Date must be timely filed and served in accordance with the deadlines established by the Bankruptcy Court.

Except to the extent that any Person entitled to payment of any Allowed Professional Fee Claim agrees to a less favorable treatment or unless otherwise ordered by the Bankruptcy Court, each holder of an Allowed Professional Fee Claim shall receive, in full satisfaction, discharge, exchange, and release thereof, Cash in an amount equal to such Allowed Professional Fee Claim within five (5) Business Days after such Professional Fee Claim becomes an Allowed Professional Fee Claim, unless the Holder agrees to defer a payment of a portion of its Allowed Professional Fee Claim.

e. **Post-Confirmation Date Professional Fees.** All claims of Professionals for services rendered or expenses incurred after the Confirmation Date in connection with the Chapter 11 Cases and the Plan including, without limitation, those relating to consummation of the Plan, any appeal of the Confirmation Order, the preparation, filing, and review of Professional Fee Claims, the prosecution of Avoidance Actions, and Preserved Litigation Claims, and the resolution of Disputed Claims, will be paid by Reorganized Dallas Proton on receipt of an invoice for such services, or on such other terms as Reorganized Dallas Proton and the Professional may agree, without the need for further Bankruptcy Court authorization or entry of a Final Order. Reorganized Dallas Proton has ten days after receiving any such invoice to object to any item contained in that invoice. If Reorganized Dallas Proton and any Professional cannot agree on the amount of post-Confirmation Date fees and expenses to be paid to the Professional, the Bankruptcy Court will determine that amount.

3.03 Allowed Priority Tax Claims. Any Allowed Priority Tax Claim will be paid in full in Cash on the later of (a) 30 days after the Effective Date and (b) 30 days after such Claim is Allowed, but the Debtors or Reorganized Debtors, as applicable, may elect to pay any the

Claim through deferred Cash payments over a period not exceeding five years after the Petition Date. If the Debtors or Reorganized Debtors, as applicable, so elect, such payments will be made in equal annual installments of principal plus simple interest on the unpaid portion of the Allowed Priority Tax Claim accruing from the Effective Date at the rate of the federal funds rate applicable at the time of payment. The first payment will be made on the latest of: (a) 90 days after the Effective Date; (b) 90 days after the Claim is Allowed; and (c) another date on which the holder of the Claim and the Debtors or Reorganized Debtors agree. Reorganized Debtors retain the right to prepay any Allowed Priority Tax Claim, or any remaining balance of such a Claim, in full or in part, at any time on or after the Effective Date without premium or penalty.

3.04 Payment of Interim Amounts.

a. **Payments Through Confirmation Date.** On the Effective Date, the Debtors or Reorganized Debtors will pay all amounts owing to Professionals for all outstanding amounts relating to any period through the Confirmation Date. To receive payment on the Confirmation Date for unbilled fees and expenses incurred through the Confirmation Date, Professionals must estimate fees and expenses due for periods that have not been billed as of the Confirmation Date and must deliver the estimates to the Debtors, counsel for the Debtors, and counsel for the Committee not later than five days before the Confirmation Date. Within 45 days after the Confirmation Date, a Professional receiving payment for the estimated period must submit a detailed invoice covering that period in the manner and providing the detail thereof. If the estimated payment received by any Professional exceeds the actual fees and expenses for such period, this excess amount will be credited against any unpaid fees of such Professional or, if the unpaid fees are insufficient, repaid by the Professional.

b. **Escrow For Holdback Amounts.** On the Confirmation Date, the Debtors or Reorganized Debtors will place in escrow with the Debtors' counsel Cash equal to any amounts held back by any order of the Bankruptcy Court. These funds will not be considered property of the Debtors, Reorganized Debtors, the Estates, or any affiliates or successors of those entities. The Debtors' counsel will pay the remaining amount of the Professional Fee Claims to the Professionals from the escrowed funds when those Claims are Allowed. When all Professional Fee Claims have been paid in full, any remaining escrowed funds held by the Debtors' counsel will be paid to Reorganized Debtors.

ARTICLE 4 CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

4.01 Summary of Classification. In accordance with § 1123(a)(1), all Claims of Creditors and holders of Equity Interests (except those Claims receiving treatment as set forth in Article 3 of the Plan) are placed in the Classes described below for all purposes, including voting on, confirmation of, and distributions under, the Plan:

With respect to the Claims of Creditors against Holdings:

Class	Description	Status	Vote	Est. Recovery*
A1	Secured Tax Claims	Impaired	Yes	100%
A2	M&M Lienholders	Impaired	Yes	100%
A3	Other Secured Claims	Impaired	Yes	100%
A4	Dallas Proton, LLC	Impaired	Yes	Unknown**
A5	Lulu Limited	Impaired	Yes	Unknown**
A6	Unsecured Noteholder Claims	Impaired	Yes	100%
A7	General Unsecured Claims	Impaired	Yes	100%
A8	Convenience Claims	Impaired	Yes	100%
A9	Intercompany Claims	Impaired	Yes	0%
A10	Subordinated Claims	Unimpaired	Yes	100%
A11	Equity Interest Holders	Unimpaired	No	Unknown

With respect to the Claims of Creditors against Center:

Class	Description	Status	Vote	Est. Recovery*
B1	Secured Tax Claims	Impaired	Yes	100%
B2	M&M Lienholders	Impaired	Yes	100%
B3	Other Secured Claims	Impaired	Yes	100%
B4	Dallas Proton, LLC	Impaired	Yes	Unknown**
B5	Lulu Limited	Impaired	Yes	Unknown**
B6	Unsecured Noteholder Claims	Impaired	Yes	100%
B7	General Unsecured Claims	Impaired	Yes	100%
B8	Convenience Claims	Impaired	Yes	100%
B9	Intercompany Claims	Impaired	Yes	0%
B10	Subordinated Claims	Unimpaired	Yes	100%
B11	Equity Interest Holders	Unimpaired	No	Unknown

*THIS PERCENTAGE ASSUMES THAT THE DEBTORS MEET THE FINANCING MILESTONES IN THIS PLAN. IF THE DEBTORS DO NOT MEET THESE MILESTONES, AND THE LIQUIDATING TRUSTEE LIQUIDATES ALL TRUST ASSETS AND DOES NOT RAISE THE NECESSARY FINANCING TO COMPLETE THE PROJECT, THEN THE ESTIMATED RECOVERY WILL BE LESS THAN THE RECOVERY ESTIMATED ABOVE.

**SEE ARTICLE 5. DEBTORS BELIEVE THAT THEY HAVE AVOIDANCE ACTIONS AGAINST WARREN PARTIES AND LULU LIMITED. IF DEBTORS ARE SUCCESSFUL IN THOSE AVOIDANCE ACTIONS, THEN THERE WILL BE NO CLAIMS IN THESE CLASSES. IF DEBTORS ARE UNSUCCESSFUL IN THOSE AVOIDANCE ACTIONS, THEN THE DEBTORS BELIEVE THAT THE CLAIMS WILL BE REPAYED IN FULL.

The treatment in the Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each entity holding an Allowed Claim or an Allowed Interest may have in or against the Debtors or their property. This treatment supersedes and replaces any agreements or rights those entities have in or against the Debtors or their property. All Distributions under the Plan will be tendered to the Person holding the Allowed Claim. **EXCEPT AS SPECIFICALLY SET FORTH IN THE PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM OR INTEREST THAT IS NOT AN ALLOWED CLAIM OR ALLOWED INTEREST.**

4.02 Specific Classification – Holdings.

a. **Class A1 – Secured Tax Claims.** Class A1 consists of the Allowed Secured Tax Claims, if such exist.

b. **Class A2 – M&M Lienholders.** Class A2 consists of any holders of M&M Lienholder Claims, including the Allowed Secured Claim of Hunt Construction in the amount of \$4,988,498.40.

c. **Class A3 – Other Secured Creditors.** Class A3 consists of any other Allowed Secured Claims that may exist against Holdings.

d. **Class A4 – Dallas Proton, LLC.** Class A4 consists of the Allowed Secured Claims of Dallas Proton, LLC against Holdings.

e. **Class A5 – Lulu Limited.** Class A5 consists of the Allowed Claim of Lulu Limited against Holdings.

f. **Class A6 – Unsecured Noteholder Claims.** Class A6 consists of all Unsecured Noteholder claims against Holdings.

g. **Class A7 – General Unsecured Claims.** Class A7 consists of all General Unsecured Claims against Holdings.

h. **Class A8 – Convenience Claims.** Class A9 consists of all Convenience Claims.

i. **Class A9 – Intercompany Claims.** Class A9 consists of Intercompany Claims.

j. **Class A10 – Subordinated Claims.** Class A10 consists of all Insider Claims against Holdings.

k. **Class A11 – Equity Interest Holders.** Class A11 consists of Equity Interest Holders of Holdings, including Noteholders that have exercised their conversion options.

4.03 Specific Classification – Center.

- a. **Class B1 – Secured Tax Claims.** Class B1 consists of the Allowed Secured Tax Claims of Center, if such exist.
- b. **Class B2 – M&M Lienholders.** Class B2 consists of any holders of M&M Lienholder Claims, including the Allowed Secured Claim of Hunt Construction in the amount of \$4,988,498.40.
- c. **Class B3 – Other Secured Creditors.** Class B3 consists of any other Allowed Secured Claims that may exist against Center.
- d. **Class B4 – Dallas Proton, LLC.** Class B4 consists of the Allowed Secured Claims of Dallas Proton, LLC against Center, if any.
- e. **Class B5 – Lulu Limited.** Class B5 consists of the Allowed Claim of Lulu Limited against Center, if any.
- f. **Class B6 – Unsecured Noteholder Claims.** Class B6 consists of all Unsecured Noteholder claims against Center, if any.
- g. **Class B7 – General Unsecured Claims.** Class B7 consists of all General Unsecured Claims against Center.
- h. **Class B8 – Convenience Claims.** Class B8 consists of all Convenience Claims.
- i. **Class B9 – Intercompany Claims.** Class B9 consists of Intercompany Claims.
- j. **Class B10 – Subordinated Claims.** Class B10 consists of all Insider Claims against Center.
- k. **Class B11 – Equity Interest Holders.** Class B11 consists of Equity Interest Holders of Center.

ARTICLE 5 TREATMENT OF CLAIMS AND EQUITY INTERESTS

Pursuant to § 1122 and 1123(a)(1), Claims against and Interests in the Debtors are classified as set forth below for all purposes under the Plan, including voting, Confirmation, and Distribution. Except as expressly stated otherwise in Article 5, each Class listed below shall vote as a single separate Class, including with respect to the confirmation requirements under § 1129(b). A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and the remaining portion of such Claim or Interest, if any, shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A

Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date.

CLASSIFICATIONS OF CLAIMS AGAINST HOLDINGS

5.01 Class A1 – Secured Tax Claims.

a. **Impairment and Voting.** Class A1 is impaired by the Plan. Class A1 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class A1 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A1 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A1 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A1 Claim.

c. **Treatment.** Each Class A1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class A1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A1 Claim in full and final satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A1 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A1 Claim shall be included as a Class A7 Claim.

5.02 Class A2 -- Secured Claims of M&M Lienholders.

a. **Impairment and Voting.** Class A2 is impaired by the Plan. Class A2 entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class A2 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A2 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A2 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A2 Claim.

c. **Treatment.** Each Class A2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each Class A2 Claim in full and final satisfaction of that holder's Class A2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class A2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A2 Claim shall be included as a Class A7 Claim.

5.03 Class A3 – Other Secured Claims.

a. **Impairment and Voting.** Class A3 is impaired by the Plan. Class A3 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class A3 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A3 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A3 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A3 Claim.

c. **Treatment.** Each Class A3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class A3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class A3 Claim in full and final satisfaction of that holder's Class A3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class A3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class A3 Claim shall be included as a Class A7 Claim.

5.04 Class A4 – Dallas Proton, LLC.

a. **Impairment and Voting.** Class A4 is impaired by the Plan. Class A4 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class A4 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A4 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A4 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A4 Claim.

c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC (as well as Warren, individually), seeking to (a) avoid the liens and/or security interests claimed by the holders of Class A4 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class A4 Claim will be classified as a Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class A4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim A4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class A4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction,

release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class A4 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class A4 Claim in full and final satisfaction of that Class A4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- (A) Amount. Determined by the Bankruptcy Court
- (B) Collateral. Notes Receivable and Dallas Property.
- (C) Maturity Date. September 30, 2023.
- (D) Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A4 Claim shall be due and payable. No prepayment penalty.
- (E) Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A4 Claim shall be included as a Class A8 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

5.05 Class A5 – Lulu Limited.

a. **Impairment and Voting.** Class A5 is impaired by the Plan. Class A5 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class A5 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class A5 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class A5 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class A5 Claim.

c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class A5 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class A5 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class A5 Claim will be classified as a

Class A6 Claim or a Class A10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class A5 Claim of Lulu Limited shall be treated as an Allowed Claim A5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class A5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class A5 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class A5 Claim in full and final satisfaction of that Class A5 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class A5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- (A) Amount. Determined by the Bankruptcy Court
- (B) Collateral. Notes Receivable and Dallas Property.
- (C) Maturity Date. September 30, 2023.
- (D) Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the A5 Claim shall be due and payable. No prepayment penalty.
- (E) Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class A5 Claim shall be included as a Class A7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

5.06 Class A6 – Unsecured Noteholder Claims.

a. **Impairment and Voting.** Class A6 is impaired by the Plan. All holders of Unsecured Noteholder Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Treatment.** Each Class A6 claim shall receive on account of its Allowed Class A6 Claim: (a) its *pro rata* share of the GPTC Distribution described below, (b) its *pro rata* share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their *pro rata* percentage of their Allowed Class A6 Claim to the total amount of all Allowed Class A6 and A7 claims. Postpetition interest on each Class A6 Claim shall accrue at 8%.

c. **The Convertible Notes and Debentures.** The maturity date of the notes payable held by such Noteholders shall be extended to September 17, 2020 and the principal balances of such notes shall be reduced on account of any payments received pursuant to paragraph 5.06(b) above. After such date, the remaining unpaid balance (if any) of the note payable held by any holder of an Unsecured Noteholder Claim shall be paid in full.

5.07 Class A7 – General Unsecured Claims

a. **Impairment and Voting.** Class A7 is impaired by the Plan. All holders of General Unsecured Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Treatment.** The Class A7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class A7 Claim, in the following amounts:

- (i) 60% of such Allowed Claim on or before August 30, 2016.
- (ii) 80% of such Allowed Claim on or before September 30, 2016.
- (iii) 100% of such Allowed Claim on or after October 1, 2016.

5.08 Class A8 – Convenience Claims.

a. **Impairment and Voting.** Class A8 may be impaired by the Plan. All holders of Convenience Claims are entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** Except to the extent a holder of a Convenience Claim in Class A8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.

5.09 Class A9 – Intercompany Claims.

a. **Impairment and Voting.** Class A9 is impaired by the Plan. Class A9 is entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** The Class A9 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A8 are paid in full. Once such classes are paid in full, the Class A9 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.

5.10 Class A10 – Subordinated Claims.

a. **Impairment and Voting.** Class A10 is impaired by the Plan. All holders of Class A10 Claims are entitled to vote and will be solicited to vote on the Plan.

b. **Distributions.** The Class A10 Claims shall not be entitled to any payments until all Allowed Claims in Classes A1-A9 are paid in full. Once such classes are paid in full, the Class A10 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.

c. **APT.** APT's claims against the Debtors will be subordinated to all Claims or Interests senior or equal to the Claim or Interest held thereby, except to the extent that APT is entitled to receive reimbursement for costs and/or expenses pursuant to that *Project Development and Management Services Agreement* executed by and between the Debtors and APT under which APT manages and/or serves as sponsor for the construction of the Project.

5.11 Class A11 – Equity Interest Holders.

a. **Impairment and Voting.** Class A11 is impaired by the Plan. All holders of Class A11 are entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** The Class A11 Equity Interest Holders shall retain their Equity Interest in Reorganized Holdings.

CLASSIFICATIONS OF CLAIMS AGAINST CENTER

5.12 Class B1 – Secured Tax Claims.

a. **Impairment and Voting.** Class B1 is impaired by the Plan. Class B1 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class B1 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B1 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B1 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B1 Claim.

c. **Treatment.** Each Class B1 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B1 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B1 Claim in full and final satisfaction of that holder's Class A1 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B1 Claim, less any expenses incurred in the liquidation.

Any Deficiency Claim of the holder of a Class B1 Claim shall be included as a Class B7 Claim.

5.13 Class B2 -- Secured Claims of M&M Lienholders.

a. **Impairment and Voting.** Class B2 is impaired by the Plan. Class B2 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class B2 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B2 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B2 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtor(s) and the holder of each Class B2 Claim.

c. **Treatment.** Each Class B2 Claim that is an Allowed Claim shall be satisfied, at the Reorganized Debtor's option, in full satisfaction, release, and discharge of and exchange for such Claim, by (i) return of the Collateral to the holder of each Class A2 Claim in full and final satisfaction of that holder's Class B2 Claim, or (ii) payment of the proceeds upon liquidation of the Collateral that secures that Class B2 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B2 Claim shall be included as a Class B7 Claim.

5.14 Class B3 – Other Secured Claims.

a. **Impairment and Voting.** Class B3 is impaired by the Plan. Class B3 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class B3 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B3 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B3 Claim will subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B3 Claim.

c. **Treatment.** Each Class B3 Claim that is an Allowed Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim by (i) regular principal and interest payments at 4.5% interest, starting on September 30, 2016, and continuing until September 30, 2021; at which time, the full amount of each Class B3 Claim shall be paid in full, (ii) return of the Collateral to the holder of each Class B3 Claim in full and final satisfaction of that holder's Class B3 Claim, or (iii) payment of the proceeds upon liquidation of the Collateral that secures that Class B3 Claim, less any expenses incurred in the liquidation. Any Deficiency Claim of the holder of a Class B3 Claim shall be included as a Class B8 Claim.

5.15 Class B4 – Dallas Proton, LLC.

a. **Impairment and Voting.** Class B4 is impaired by the Plan. Class B4 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class B4 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B4 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B4 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B4 Claim.

c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Dallas Proton, LLC, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class B4 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B4 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B4 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class B4 Claim of Dallas Proton, LLC shall be treated as an Allowed Claim B4 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$18,500,000. The Class B4 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class B4 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class B4 Claim in full and final satisfaction of that Class B4 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B4 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- (A) Amount. Determined by the Bankruptcy Court
- (B) Collateral. Notes Receivable and Dallas Property.
- (C) Maturity Date. September 30, 2023.
- (D) Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date; at which time, the remaining balance of the B4 Claim shall be due and payable. No prepayment penalty.
- (E) Loan Documents. As part of the Plan Supplement, the Debtors will provide the Warren Parties with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B4 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

5.16 Class B5 – Lulu Limited.

a. **Impairment and Voting.** Class B5 is impaired by the Plan. Class B5 is entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Claim and Lien Determination.** Each holder of a Class B5 Claim shall retain its Lien and Security Interest in the Collateral that secured the Class B5 Claim on the Effective Date in the same priority at that time. The amount, validity, extent, value, and priority of each Class B5 Claim will be subject to determination by the Bankruptcy Court or pursuant to an agreement between the Reorganized Debtors and the holder of each Class B5 Claim.

c. **Treatment and Allowance.** The Debtors or Reorganized Debtors intend to file an Avoidance Action against Lulu Limited, seeking to (a) avoid the liens and/or security interests claimed by the holders of Class B5 Claims in the Debtors' assets, (b) recover payments made thereto as either constructively fraudulent or preferential transfers, and (c) equitably subordinate the Class B5 Claim for all purposes under the Plan. If the Avoidance Action is successful, each Class B5 Claim will be classified as a Class B6 Claim or a Class B10 Claim, consistent with the Bankruptcy Court's determination.

If the Avoidance Action is unsuccessful, the Class B5 Claim of Lulu Limited shall be treated as an Allowed Claim B5 Claim in the amount determined by the Bankruptcy Court, which is estimated to be no more than \$25,000,000. The Class B5 Claim shall be satisfied, at the option of the Reorganized Debtors, in full satisfaction, release, and discharge of and exchange for such Claim, by (a) return of certain Collateral representing the indubitable equivalent of the Class B5 Claim (which, if subject to dispute, will be determined by the Bankruptcy Court) to the holder of each Class B5 Claim in full and final satisfaction of that Class B5 Claim, (b) payment of the proceeds upon liquidation of the Collateral that secures that Class B5 Claim, less expenses incurred in the liquidation, or (c) payment pursuant to a promissory note and security documents substantially similar to the following:

- (A) Amount. Determined by the Bankruptcy Court
- (B) Collateral. Notes Receivable and Dallas Property.
- (C) Maturity Date. September 30, 2023.
- (D) Other Terms. Principal and interest payments will be payable monthly at a rate of 6% per-annum, amortized over 20 years, starting on September 30, 2016, and continuing every 30 days thereafter until the maturity date;

at which time, the remaining balance of the B5 Claim shall be due and payable. No prepayment penalty.

- (E) Loan Documents. As part of the Plan Supplement, the Debtors will provide Lulu Limited with a restructured note and security agreement and deed of trust.

If the Avoidance Action is unsuccessful, any Deficiency Claim of the holder of a Class B5 Claim shall be included as a Class B7 Claim. Nothing in the Plan is intended to affect any *pari-passu* provisions in the operative loan documents between, among, and related to Lulu Limited and any Warren Party.

5.17 Class B6 – Unsecured Noteholder Claims.

a. **Impairment and Voting.** Class B6 is impaired by the Plan. All holders of Unsecured Noteholder Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Treatment.** Each Class B6 claim shall receive on account of its Allowed Class B6 Claim: (a) its *pro rata* share of the GPTC Distribution described below, (b) its *pro rata* share of the MPTC Distribution described below, (c) distributions as specified in Section 6.05 of the Plan, and (d) an interest in the Liquidating Trust equal to their *pro rata* percentage of their Allowed Class B6 Claim to the total amount of all Allowed Class B6 and B7 claims. Postpetition interest on each Class B6 Claim shall accrue at 8%.

c. **The Convertible Notes and Debentures.** The maturity date of the notes payable held by such Noteholders shall be extended to September 17, 2020 and the principal balances of such notes shall be reduced on account of any payments received pursuant to paragraph 5.17(b) above. After such date, the remaining unpaid balance (if any) of the note payable held by any holder of an Unsecured Noteholder Claim shall be paid in full.

5.18 Class B7 – General Unsecured Claims

a. **Impairment and Voting.** Class B7 is impaired by the Plan. All holders of General Unsecured Claims are entitled to vote as a single class and will be solicited to vote on the Plan as a single class.

b. **Treatment.** The Class B7 Claims shall be paid from the proceeds of the First, Second, and/or Third Capital Cash, at the election of each holder of a Class B7 Claim, in the following amounts:

- (i) 60% of such Allowed Claim on or before August 30, 2016.
- (ii) 80% of such Allowed Claim on or before September 30, 2016.
- (iii) 100% of such Allowed Claim on or after October 1, 2016.

5.19 Class B8 – Convenience Claims.

a. **Impairment and Voting.** Class B8 may be impaired by the Plan. All holders of Convenience Claims are entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** Except to the extent a holder of a Convenience Claim in Class B8 has been paid prior to the Effective Date or agrees to a different treatment, in full satisfaction, release, and discharge of and exchange for the Convenience Claim, each holder of an Allowed Convenience Claim shall receive Cash in an amount equal to the Allowed Convenience Claim on the later of (i) 30 days after the Effective Date and (ii) 30 days after the Convenience Claim is Allowed.

5.20 Class B9 – Intercompany Claims.

a. **Impairment and Voting.** Class B9 is impaired by the Plan. Class B9 is entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** The Class B9 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B8 are paid in full. Once such classes are paid in full, the Class B9 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.

5.21 Class B10 – Subordinated Claims.

a. **Impairment and Voting.** Class B10 is impaired by the Plan. All holders of Class B10 Claims are entitled to vote and will be solicited to vote on the Plan.

b. **Distributions.** The Class B10 Claims shall not be entitled to any payments until all Allowed Claims in Classes B1-B9 are paid in full. Once such classes are paid in full, the Class B10 Claims shall receive *pro rata* distributions from the First, Second, or Third Cash.

c. **APT.** APT's claims against the Debtors will be subordinated to all Claims or Interests senior or equal to the Claim or Interest held thereby, except to the extent that APT is entitled to receive reimbursement for costs and/or expenses pursuant to that *Project Management and Development Services Agreement* executed by and between the Debtors and APT under which APT manages and/or serves as sponsor for the construction of the Project.

5.22 Class B11 – Equity Interest Holders.

a. **Impairment and Voting.** Class B11 is impaired by the Plan. All holders of Class B11 are entitled to vote and will be solicited to vote on the Plan.

b. **Treatment.** The Class B11 Equity Interest Holders shall retain their Equity Interest in Reorganized Center.

5.23 Special Provision Regarding Unimpaired Classes of Claims. Except as otherwise provided in the Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Claims in Unimpaired Classes, including, without limitation, all rights to legal and equitable defenses to setoffs against or recoupments of Claims in Unimpaired Classes.

ARTICLE 6 IMPLEMENTATION

6.01 Reorganized Debtors. From and after the Effective Date, the Reorganized Debtors will exist as separate corporate entities or other business-entity forms, with all of the powers of such entities or forms under applicable law. Notwithstanding anything herein to the contrary, the Reorganized Debtors may change their respective corporate status or business form on or after the Effective Date as determined by their respective board or manager.

6.02 Purposes of the Reorganized Debtors. On the Effective Date, the Dallas Property, the Notes Receivable, and the Avoidance Actions against the Warren Parties and the Avoidance Actions against Lulu Limited will revert in the specific Reorganized Debtor consistent with how such property was owned prior to the Effective Date. The Reorganized Debtors will continue to stabilize and operate the businesses to continue the Project and pursuant to the funding schedule outlined below. Pursuant to Section 7.04 of this Plan, all Trust Assets will be transferred to the Liquidating Trust on the Effective Date.

6.03 Plan Funding. Funds needed to make Cash payments under the Plan will come from the repayment of the Notes Receivable to the Debtors and the consummation of a Real Property Transaction regarding the Dallas Property. In addition, the Debtors intend to continue raising funds from outside sources to complete the Project.

6.04 The Real Estate Transaction. As an alternative method to generate liquidity, the Debtors have engaged Lincoln Property Company Commercial Service Enterprises, Inc. ("**Lincoln Harris**") to market the Dallas Property for a potential sale-leaseback transaction. The Real Estate Transaction is expected to occur by August 31, 2016.

6.05 Fundraising Benchmarks for Additional Capital. Completing the Project will require between \$110 and \$130 million in additional fundraising (less whatever proceeds remain from the repayment of the Notes Receivable or consummation of a Real Property Transaction) depending on the ultimate size of the Center in terms of treatment rooms. The Debtors will continue to use good-faith efforts to procure such fundraising and agree to the following benchmarks for raising the necessary capital.

a. September 30, 2016 – \$14,200,000 representing the Notes Receivable from Maryland Proton Treatment Center, LLC to the Debtors.

b. November 30, 2016 – \$15,000,000 representing the Notes Receivable from Georgia Proton Treatment Center, LLC to the Debtors upon closing of a senior debt transaction by that entity. Such amount includes \$13,575,000 in outstanding principal balance, as well as approximately \$1,500,000 in accrued interest.

c. January 1, 2017 – \$20,000,000 (the “**First Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim.

(i) Within ten (10) days from receipt of the First Capital Cash, Reorganized Debtors will distribute sufficient amounts necessary to pay off any remaining claims held by Classes A2 and B2.

(ii) Within ten (10) days from receipt of the First Capital Cash, if any funds remain from the First Capital Cash, Debtors will distribute to holders of Class A6-A8 Claims the lesser of (A) 20% of the First Capital Cash and (B) such amount necessary to pay remaining balance owed to Allowed Unsecured Claims.

d. May 31, 2017 – \$20,000,000 (the “**Second Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim. Within ten (10) days from receipt of the Second Capital Cash, if any funds remain from the First Capital Cash, Debtors will distribute to the holders of Class A6-A8 Claims the lesser of (A) 20% of the First Capital Cash and (B) such amount necessary to pay remaining balance owed to Allowed Unsecured Claims.

e. September 30, 2017 – \$50,000,000 (the “**Third Capital Cash**”) in new financing that is not encumbered by any Allowed Secured Claim and that would allow repayment of the proceeds of the Real Property Transaction. Within ten (10) days from receipt of the Third Capital Cash, if any funds remain from the Third Capital Cash, Debtors will distribute to the holders of Class A6-A8 Claims the lesser of (A) 20% of the Third Capital Cash and (B) such amount necessary to pay remaining balance owed to Allowed Unsecured Claims.

f. December 31, 2017 – Any Remaining Capital Needs.

If the Debtors procure senior secured financing and/or equity capable of eliminating any remaining indebtedness to the Noteholders and holders of General Unsecured Claims, the remaining benchmarks will become null and void. Failure to meet any of the above benchmarks constitutes a plan default subject to the provisions of Section 6.14.

6.06 Distributions According to the Fundraising Benchmarks.

a. **GPTC Distribution.** Within five (5) days of the GPTC Repayment, the Reorganized Debtors shall make a distribution from the GPTC Repayment Proceeds to holders of Class A5 and A7 Claims in an amount equal to 30% of their Allowed Claims. Failure to make the MPTC Distribution as contemplated constitutes a plan default subject to the provisions of Section 6.14.

b. **MPTC Distribution.** Within five (5) days of the MPTC Repayment, the Reorganized Debtors shall make a distribution from the MPTC Repayment Proceeds to holders of Class A5 and A7 Claims in an amount equal to 20% of their Allowed Claims. Failure to make the MPTC Distribution as contemplated constitutes a plan default subject to the provisions of Section 6.14.

c. **Funding Estimates.** No later than five (5) Business Days before the Confirmation Hearing, the Debtors will file with the Court a detailed accounting of the Debtors' good-faith estimate of the amount of Cash required by Reorganized Dallas Proton to fund: (i) the Distribution Fund; (ii) amounts required to be distributed under the Plan in respect of Administrative Claims, Priority Tax Claims, Priority Claim, Secured Tax Claims, Other Secured Claims, Convenience Claims, and Professional Fee Claims (whether projected to be Allowed or Disputed as of the Effective Date or otherwise payable on a date other than the Effective Date); and (iv) any Cure of any assumed executory contracts and unexpired leases of nonresidential real property under Section 7.03 of the Plan.

6.07 Limited Liability Company Agreement. As of the Effective Date and without any further action by the stockholders or directors of the Debtors or Reorganized Dallas Proton, Holdings' Limited Liability Company Agreement will be amended and restated. The Limited Liability Company Agreement will prohibit (to the extent required by § 1123(a) and (b)) the issuance of non-voting equity securities. After the Effective Date, Reorganized Holdings and any Reorganized Dallas Proton entity may amend its Limited Liability Company Agreement as permitted by applicable law.

6.08 Cancellation of Securities, Instruments and Agreements. On the Effective Date, except to the extent provided otherwise in the Plan, all securities, and all agreements, instruments, and other documents evidencing or governing any Equity Interests, will be automatically deemed terminated, canceled, and extinguished with respect to the Debtors and the Chapter 11 Cases (all without further action by any Person), and all obligations of the Debtors under such instruments and agreements will be deemed fully and finally waived, released, canceled, extinguished, and discharged.

6.09 Effectiveness of Securities, Instruments, Agreements and Documents. On the Effective Date, all securities, instruments, agreements, and documents issued, entered into, delivered, or filed under the Plan, including, without limitation, the Plan Documents, and any security, instrument, agreement or document entered into, delivered, or filed in connection with any of the foregoing, will be deemed to become effective, binding, and enforceable in accordance with its respective terms and conditions.

6.10 No Corporate Action Required. As of the Effective Date: (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan; and (b) the other matters provided for under, or in furtherance of, the Plan involving corporate action required of the Debtors, will be deemed to have occurred and become effective as provided in the Plan, and will be deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the stockholders or directors of the Debtors.

6.11 Directors and Officers.

a. **Initial Board of Managers.** During the pendency of these Chapter 11 Cases, Holdings reconstituted its board of managers to remove Jeffrey L. Bordok and James Thomson. They were replaced by Casey Gilley. Sarah Hutchinson remained on

the board of managers. As sole member of Holdings, APT executed written resolutions approving the appointment of same pursuant to the Limited Liability Company Agreement of Holdings. Holdings' managers serving immediately before the Effective Date will serve as the initial officers of Reorganized Holdings on the Effective Date.

b. **Initial Officers.** The Debtors' officers serving immediately before the Effective Date will serve as the initial officers of Reorganized Dallas Proton on the Effective Date.

c. **Liability, Indemnification, and Insurance.** Reorganized Dallas Proton will provide all its directors and officers with indemnification rights and a D&O Policy, and will compensate its directors and officers, in accordance with practices customary for entities of its type. The premiums for the D&O Policy will be paid from the Cash available at the Effective Date. Reorganized Dallas Proton will assume any pre-Petition Date indemnification obligations to any directors and officers employed with the Debtors as of the Petition Date and are continuing in office as of and after the Effective Date.

6.12 Operation Pending Effective Date. Until the Effective Date, the Debtors will continue to operate their businesses, subject to all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

6.13 Conversion Options. To the extent the notes payable held by various Noteholders (both secured and unsecured) allow for conversion of outstanding principal indebtedness underlying such note payable to equity in Holdings, such Noteholder may elect to convert the outstanding indebtedness owed to them into Class A equity interests in Reorganized Holdings pursuant to the terms of the notes payable. If any Noteholder elects not to exercise their conversion option, that option shall remain in full force and effect throughout the extended term of the notes pursuant to the Plan.

6.14 Default. In the event of default of any of the distributions contemplated in Article 5 or the Fundraising Benchmarks outlined in Section 6.05, all Estate Property will be transferred to the Liquidating Trust.

ARTICLE 7 LIQUIDATING TRUST

7.01 Establishment of the Liquidating Trust. On the Effective Date, a Liquidating Trust shall be established. The Debtors and all Creditors shall be deemed to have adopted and approved the Liquidating Trust Agreement, substantially in the form included in the Plan Supplement.

7.02 Purpose of Trust.

a. The Liquidating Trust is created pursuant to the Plan for the primary purpose of collecting, liquidating and distributing the assets transferred to it with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trust is intended to be classified as a "Liquidating Trust" for

federal income tax purposes within the meaning of Treasury Regulation § 301.7701-4(d). The Liquidating Trustee shall ascribe valuations to the assets assigned or transferred to the Liquidating Trust on the dates of assignment and transfer of such assets to the Liquidating Trust, and such valuations shall be used by the Debtors, the Reorganized Debtors and the Liquidating Trustee for all federal income tax reporting purposes.

b. The Liquidating Trustee will liquidate all of the Trust Assets, such being the assets assigned to it on the Effective Date or thereafter.

c. As stated in Section 6.14 above, in the event of default of any of the distributions contemplated in Article 5 or the Fundraising Benchmarks outlined in Section 6.06, all Estate Property will be transferred to the Liquidating Trust.

7.03 Governing Document; Effectiveness.

a. Governing Document. The Liquidating Trust shall be governed by the Trust Agreement, which shall be filed with the Bankruptcy Court as part of the Plan Supplement.

b. Effectiveness. On the Effective Date, the Trust Agreement shall become effective, and, if not previously signed, the Debtors and the Liquidating Trustee shall execute the Trust Agreement. The Liquidating Trust shall remain constituted and in existence from and after the Effective Date, and until all payments and distributions to holders of Allowed Claims have been made under the Plan.

7.04 Vesting of Assets in the Liquidating Trust.

On the Effective Date, pursuant to the Plan and §§ 1123, 1141 and 1146(a), the Debtors and their Estates are authorized and directed to transfer, grant, assign, convey, set over, and deliver to the Liquidating Trustee, for the benefit of the Liquidating Trust, all of the respective Debtors' and Estates' right, title and interest in and to the Trust Assets free and clear of all Liens, Claims, encumbrances or interests of any kind in such property of any other or Holders of Claims against or Interests in the Debtors, except as otherwise expressly provided for in the Plan. To the extent required to implement the transfer of the Trust Assets from the Debtors and Estates to the Liquidating Trust and the Liquidating Trustee as provided for herein, all Persons and governmental entities shall cooperate with the Debtors and the Estates to assist the Debtors and the Estates to implement said transfers.

7.05 Beneficiaries.

In accordance with Treasury Regulation Section 301.7701-4(d), the Beneficiaries of the Liquidating Trusts are _____. The Holders of Allowed General Unsecured Claims and Allowed Unsecured Noteholder Claims shall receive an allocation of Beneficial Interests. If Classes A3 and A4 vote to accept the Plan, Holders of Allowed Claims in such classes shall also receive an allocation of Beneficial Interests and in this case no Subordinated Trust Interests will be issued. If Classes A3 and A4 vote to reject the plan, Holders of Classes A3 and A4 shall receive Subordinated Trust Interests, instead of Beneficial Interests. Only holders of Allowed Claims will receive Beneficial Interests or Subordinated Beneficial Interests.

7.06 Distribution of Trust Proceeds.

The Liquidating Trust Proceeds shall be allocated and disbursed in Cash by the Liquidating Trustee as follows:

- a. first, in an amount sufficient to pay the expenses and projected future expenses associated with the disposition of such Trust Assets, including the fees and expenses of the Liquidating Trustee and the fees and expenses of any professionals (including legal and financial advisors) employed by the Liquidating Trustee and associated with the disposition of such Trust Assets;
- b. second, for *pro rata* distribution to holders of Class A6-A8 and B6-B8 Claims;
- c. third, to holders of Class A10 claims;
- d. fourth, to holders of Class A11 claims;
- e. fifth, to the extent any proceeds remain, and after giving effect to any necessary reserve for Disputed Claims, to fund Distributions to holders of Beneficial Interests in an amount equal to the lesser of (A) 100% of the net remaining proceeds from the disposition of Trust Assets, and (B) an amount sufficient to pay Postpetition Interest on Allowed Claims of the recipients of Beneficial Interests; and

7.07 Liquidating Trustee.

a. Appointment; Powers. The Liquidating Trustee shall be appointed by the Confirmation Order as the representative of the respective Estates pursuant to §§ 1123(a)(5), (a)(7) and (b)(3)(B), and as such shall be vested with the authority and power (subject to the Trust Agreement) to (i) administer the Liquidating Trust; (ii) administer, investigate, prosecute, settle and abandon all Causes of Action in the name of, and for the benefit of, the Estates; and (iii) liquidate any other Trust Assets assigned to the Liquidating Trust at any time. The Confirmation Order shall provide the Liquidating Trustee with express authority to convey, transfer and assign any and all of the Trust Assets and to take all actions necessary to effectuate same. After the Effective Date, the affairs of the Liquidating Trust and of all assets held or controlled by the Liquidating Trust shall be managed under the direction of the Liquidating Trustee, as provided by the terms of the Plan and Trust Agreement. The Liquidating Trustee shall also have standing to monitor and seek to enforce the performance of obligations under the Plan and the performance of other provisions of the Plan that have an effect upon the treatment of Claims.

b. Litigation Rights. As the representative of the Estates, the Liquidating Trustee shall succeed to all of the rights and powers of the Debtors and the Estates with respect to all Causes of Action, and the Liquidating Trustee shall be substituted and shall replace the Debtors and their Estates as the party in interest in any such Causes of Action pending as of the Effective Date. All actions taken thereunder in the name of a Debtor shall be taken through the Liquidating Trustee.

c. Bond. The Liquidating Trustee shall serve without bond and shall receive no other fee for its services other than its fees earned as Liquidating Trustee.

7.08 Implementation of the Liquidating Trust.

On the Effective Date, the Debtors, on behalf of the Estates, and the Liquidating Trustee shall be authorized to, and shall, take all such actions as are required to transfer from the Debtors and the Estates all of the Trust Assets to the Liquidating Trust. From and after the Effective Date, the Liquidating Trustee shall be authorized to, and shall take all such actions as are required, to implement the Liquidating Trust and the provisions of the Plan as are contemplated to be implemented by the Liquidating Trustee, including administering the Trust Assets, including, without limitation, the Causes of Action.

7.09 Funding of Post-Effective Date Trust Expenses.

All post- Effective Date Trust Expenses incurred from and after the Effective Date, shall be expenses of the Liquidating Trust, and the Liquidating Trustee shall disburse funds from the Liquidating Trust Proceeds for purposes of funding such expenses.

7.10 Provisions Relating to Federal Income Tax Compliance.

A transfer to the Liquidating Trust shall be treated for all purposes of the Internal Revenue Code of 1986, as amended (the “*Internal Revenue Code*”), as a transfer to Creditors to the extent Creditors are Beneficiaries of the Liquidating Trust. For example, such treatment shall apply for purposes of Internal Revenue Code sections 61(a)(12), 483, 1001, 1012 and 1274. Any such transfer shall be treated for federal income tax purposes as a deemed transfer to the Beneficiaries followed by a deemed transfer by the Beneficiaries to the Liquidating Trust. The Beneficiaries of the Liquidating Trust shall be treated for federal income tax purposes as the grantors and deemed owners of the Liquidating Trust.

7.11 Accounts.

The Liquidating Trustee may establish one or more interest-bearing accounts as it determines may be necessary or appropriate to effectuate the provisions of the Plan. To the extent reasonably possible, the Liquidating Trustee shall attempt to indemnify the funds in accordance with § 345.

7.12 Indemnification; Mutual Indemnification.

The Reorganized Debtors shall indemnify and hold the Liquidating Trustee and its professionals harmless from any loss, liability, claim, demand, or cause of action that is asserted against the Liquidating Trustee and that arises directly from payments or distributions under the Plan or actions taken in connection with the implementation of the Plan or the resolution of objections to Claims; provided, however, nothing herein shall constitute an obligation of the Reorganized Debtors to fund the operations and actions of the Liquidating Trustee and its professionals following the Effective Date of the Plan. Notwithstanding anything in the Plan or the Confirmation Order to the contrary, the Liquidating Trustee shall not be indemnified for intentional or willful misconduct. The Reorganized Debtors shall further indemnify and hold the

Liquidating Trustee and the Liquidating Trust and their respective agents, representatives, attorneys, and accountants harmless from any and all claims and causes of action arising with respect to any asset transferred or assigned to the Liquidating Trust prior to the date on which it is transferred or assigned to the Liquidating Trust; and the Liquidating Trustee and the Liquidating Trust shall indemnify and hold the Reorganized Debtors and its agents, representatives (including the Asset Manager), attorneys, and accountants harmless from any and all claims and causes of action arising with respect to any asset transferred or assigned to the Liquidating Trust after the date on which it is transferred or assigned to the Liquidating Trust.

7.13 Payment of Fees and Expenses to Liquidating Trustee.

a. Compensation of Liquidating Trustee. The Liquidating Trustee shall be entitled to reimbursement of its reasonable and necessary expenses incurred in carrying out its duties under the Plan. The Liquidating Trustee's agreement with respect to the employment and compensation be approved in the Confirmation Order and all such compensation (including fees and reasonable and necessary expenses) shall be paid from the Liquidating Trust Proceeds.

b. Retention of Professionals. The Liquidating Trustee shall be authorized, without any supervision by or approval of the Bankruptcy Court or the U.S. Trustee, to employ and compensate such persons, including counsel and accountants, as the Liquidating Trustee may deem necessary to enable it to perform its functions under the Plan and the Liquidating Trust. Any such professionals employed by the Liquidating Trustee shall be compensated for their services rendered in connection with the administration of the Liquidating Trust and all Trust Assets and the implementation of the Plan without further motion, application, notice, hearing or other order of the Bankruptcy Court.

7.14 Resignation, Replacement or Termination of Liquidating Trustee.

From and after the Effective Date, the Liquidating Trustee or his successor shall continue to serve in his capacity until such date as the Liquidating Trustee resigns or is replaced or terminated. The Liquidating Trustee may be removed, with or without cause, by order of the Bankruptcy Court. In the event that the Liquidating Trustee dies, resigns or is otherwise unable to fulfill the duties of Liquidating Trustee, then a successor Liquidating Trustee shall be appointed in accordance with the Trust Agreement.

7.15 Counterclaims.

The Liquidating Trust shall not be subject to any counterclaims with respect to any Causes of Action constituting Trust Assets, *provided, however*, that Causes of Action constituting Trust Assets will be subject to any set-off rights to the same extent as if the Debtors themselves had pursued the Causes of Action.

7.16 Termination of Liquidating Trust.

The Liquidating Trust shall terminate when the Liquidating Trustee has performed all his duties under the Plan and the Trust Agreement.

7.17 Preservation of Causes of Action; Note Receivable Claims.

a. Preservation of Causes of Action; Designation of Estate Representative. On the Effective Date, the Liquidating Trustee, as representative of each Estate, shall retain and have the exclusive right to commence, pursue, enforce and settle, as appropriate, all Causes of Action (including all Avoidance Actions) that otherwise belong to a Debtor and arose before the Effective Date, including all Causes of Action of a trustee or debtor in possession under the Bankruptcy Code, other than those Causes of Action expressly released or compromised as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered prior to the Effective Date. As of the Effective Date, the Liquidating Trustee shall be authorized to exercise and perform the rights, powers and duties held by the Debtors' Estates with respect to all Causes of Action, including the authority under § 1123(b)(3) to provide for the settlement, adjustment, retention and enforcement of any such Causes of Action, without the consent or approval of any third party, and without any further order of the Bankruptcy Court, except as otherwise provided in this Section.

b. Preservation of Note Receivable Claims; Designation of Estate Representative. Also on the Effective Date, the Reorganized Debtors, as the representatives of the respective Debtors' Estates, shall have the exclusive right to commence, pursue, enforce and settle, as appropriate, all Note Receivable Claims that otherwise belong to a Debtor and arose before the Effective Date, including all Note Receivable Claims that constitute claims of a trustee or debtor in possession under the Bankruptcy Code, other than any Note Receivable Claims expressly released or compromised by separate order of the Bankruptcy Court entered prior to the Effective Date. As of the Effective Date, the Reorganized Debtors shall be authorized to exercise and perform the rights, powers and duties held by the Debtors' Estates with respect to all Note Receivable Claims, including the authority under § 1123(b)(3) to provide for the settlement, adjustment, retention and enforcement of any such Note Receivable Claims, without the consent or approval of any third party, and without any further order of the Bankruptcy Court, except as otherwise provided in this Section.

c. Description of Retained Causes of Action and Note Receivable Claims. Attached hereto as **Exhibit "1"** is a non-exhaustive list of all Causes of Action and Note Receivable Claims; *provided, however*, notwithstanding any otherwise applicable principle of law or equity, including any principles of judicial estoppel, *res judicata*, collateral estoppel, issue preclusion, or any similar doctrine, the failure to list, disclose, describe, identify, analyze or refer to any claim or Cause of Action or any Note Receivable Claim, or potential Cause of Action or Note Receivable Claim, in the Plan, the Disclosure Statement, or any other document filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or alter the Liquidating Trustee's right to commence, prosecute, defend against, settle, and realize upon any Cause of Action, or Reorganized Debtors' right to pursue any Note Receivable Claim, that the Debtors or the Estates have or may have as of the Effective Date. The Debtors reserve the right to amend Exhibit "1" to add additional identified Causes of Action at any time prior to the Effective Date. Subject to the limitations expressly set forth in the Trust Agreement, the Liquidating Trustee may commence, prosecute, defend against, recover on account of,

and settle all Causes of Action in its sole discretion in accordance with what is in the best interests, and for the benefit, of the Liquidating Trust, and the Reorganized Debtors may commence, prosecute, defend against, recover on account of, and settle all Note Receivable Claims in their sole discretion in accordance with what is in the best interests, and for the benefit, of the Reorganized Debtors.

Unless a Cause of Action against a Person, Entity or a governmental entity is expressly waived, relinquished, released, compromised, or settled in the Plan or any Final Order, the Debtors expressly reserve such Causes of Action for later adjudication (including Causes of Action of which the Debtors may presently be unaware, or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time, or facts or circumstances which may change or be different from those which the Debtors now believe to exist) and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable, or otherwise), or laches shall apply to Causes of Action upon, or after, the Confirmation or consummation of the Plan based on the Disclosure Statement, the Plan, or the Confirmation Order, except where such Causes of Action have been expressly released by virtue of the Plan or other Final Order.

d. Decision to Pursue. The Liquidating Trustee (subject to the Trust Agreement) and the Reorganized Debtors will make the decision of whether or not to pursue any Cause of Action or Note Receivable Claim, respectively, not otherwise released under the Plan or pursuant to other orders of a court of competent jurisdiction. This decision will be based upon the Liquidating Trustee's or the Reorganized Debtors' review, as applicable, of the merits of each Cause of Action or Note Receivable Claim as well as the costs required to prosecute such claims in light of the limited resources available for the Distribution to Creditors. The Liquidating Trustee (subject to the Trust Agreement) may seek to retain counsel on a contingency basis to prosecute some or all of such Causes of Action and may seek to finance any costs relating to the prosecution of such litigation, or may decide not to pursue such claims at all.

e. Reservation of Rights. The failure to explicitly list any Cause of Action or Note Receivable Claim is not intended to limit the rights of the Liquidating Trustee or the Reorganized Debtors, as applicable, to pursue any such Cause of Action or Note Receivable Claim not so identified. In this connection, the Liquidating Trustee and the Reorganized Debtors will continue to review payments made by and transactions involving the Debtors prior to the Petition Date to determine whether preference and other actions to avoid such payments and transactions should be brought. Failure to specifically identify potential actions in the Plan shall not be deemed a waiver of any such action by any Debtor, the Reorganized Debtors, the Liquidating Trustee or any other party.

Except to the extent that such Causes of Action have been released under the Plan or as otherwise provided under any orders of the Bankruptcy Court, any Person or governmental entity with respect to which the Debtors have incurred an obligation (whether on account of services, purchase or sale of property, or otherwise), or who has received services from the Debtors or a transfer of money or property of the Debtors, or

who has transacted business with the Debtors, or leased equipment or property from the Debtors should assume that such obligation, transfer, or transaction may be reviewed by the Liquidating Trustee, on behalf of the Liquidating Trust, subsequent to the Effective Date and may, if appropriate, be the subject of an action after the Effective Date, whether or not (i) such Person or governmental entity has filed a Proof of Claim against the Debtors; (ii) such Person's or governmental entity's Proof of Claim has been objected to by the Debtors; (iii) such Person's or governmental entity's Claim was included in the Bankruptcy Schedules; or (iv) such Person's or governmental entity's scheduled Claims have been objected to by the Debtors or have been identified by the Debtors as disputed, contingent, or unliquidated.

ARTICLE 8 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.01 Assumption or Rejection of Executory Contracts and Unexpired Leases. All executory contracts and unexpired leases listed on the Debtors' schedules or that exist between any Debtor and any Person will be deemed assumed by Reorganized Dallas Proton or assumed and assigned as of the Effective Date, except for any executory contract or unexpired lease: (i) that has been rejected in accordance with a Final Order entered before the Confirmation Date; or (ii) as to which a motion to reject has been filed with the Bankruptcy Court before the Confirmation Date.

8.02 Approval of Assumption or Rejection. Entry of the Confirmation Order constitutes: (a) the approval under §§ 365 and 1113 of the assumption or assumption and assignment of the executory contracts and unexpired leases assumed or assumed and assigned under the Plan or otherwise during the Chapter 11 Cases; and (b) the approval under §§ 365 and 1113 of the rejection of the executory contracts and unexpired leases rejected under the Plan or otherwise during the Chapter 11 Cases. Notwithstanding anything contained in this Section 8.02 to the contrary, the Debtors retain the right to add or change the treatment (assumed or rejected) of any executory contract or unexpired lease listed in the Debtors' Schedules, thereby changing the treatment of the contract or lease under the Plan, at any time within 30 days after the Effective Date.

8.03 Cure of Defaults. On the Effective Date or as soon after as practicable, Reorganized Dallas Proton will Cure any defaults under any executory contract or unexpired lease assumed or assumed and assigned under the Plan in accordance with § 365(b)(1). Reorganized Dallas Proton will not, and need not as a condition to assuming or assuming and assigning any executory contract or unexpired lease under the Plan, Cure any default relating to any Debtor's failure to perform a nonmonetary obligation under any executory contract or unexpired lease.

8.04 Rejection Damages Bar Date. All proofs of claim asserting Claims arising from the rejection of any executory contract or unexpired lease under the Plan are required to be filed with the Bankruptcy Court no later than the first Business Day that is 30 days after the Confirmation Date. Any such Claim not filed within that time will be forever barred. With respect to any executory contract or unexpired lease rejected by the Debtors before the

Confirmation Date, the deadline for filing such Claims is as set forth in previous orders of the Bankruptcy Court.

8.05 Indemnification Obligations. Any obligation of any Debtor to indemnify any Person serving as a fiduciary of any employee benefit plan or employee benefit program of any Debtor, under charter, bylaws, contract, or applicable state law is deemed to be an executory contract and assumed by Reorganized Dallas Proton as of the Confirmation Date (but subject to the occurrence of the Effective Date). Any obligation of any Debtor to indemnify, reimburse, or limit the liability of any Person, including but not limited to any officer or director of any Debtor, or any agent, professional, financial advisor, or underwriter of any securities issued by any Debtor related to any acts or omissions occurring before the Petition Date is rejected, canceled, and discharged under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date), and any Claims resulting from such obligations are Disallowed under Bankruptcy Code § 502(e). Notwithstanding any of the foregoing, nothing contained in the Plan affects, impairs, or prejudices the rights of any Person covered by any applicable D&O Policy with respect to any such policy. Moreover, Reorganized Dallas Proton will maintain in force for three years following the Effective Date appropriate D&O Policies covering pre-Effective Date directors and officers of the Debtors and containing substantially the same provisions and limits of coverage as the policies that were in force on the Petition Date. Reorganized Dallas Proton will be responsible for paying the deductible or retention amounts under such policies for that three-year period.

ARTICLE 9 DETERMINATION OF CLAIMS

9.01 Objections to Claims. Notwithstanding the occurrence of the Effective Date, and except as to any Claim that has been Allowed before the Effective Date, Reorganized Dallas Proton may object to the allowance of any Claim against the Debtors or seek estimation of any Claim on any grounds permitted by the Bankruptcy Code.

a. **Threshold.** Reorganized Dallas Proton will prosecute, at its expense, any objection to a Claim but may choose, at its sole discretion, not to object to, or to settle, any Claim asserted in an amount of \$10,000.00 or less over the amount set forth for that Claim.

b. **Deadline.** All objections to Claims must be brought by filing the appropriate pleading in the Bankruptcy Court before the first Business Day that is 180 days after the Effective Date, but the Bankruptcy Court may approve a later date on Reorganized Dallas Proton's motion filed (but not necessarily heard) before the first Business Day that is 180 days after the Effective Date.

9.02 Distributions upon Allowance or Disallowance of Disputed Claims. No distributions will be made to any holder of a Claim unless and until the Claim becomes an Allowed Claim. If a Claim is not an Allowed Claim as of the Effective Date, distributions on account of that Claim will commence only when the Claim becomes an Allowed Claim after the Effective Date or as otherwise specifically provided in the Plan. If a Disputed Claim becomes an

Allowed Claim, Reorganized Dallas Proton will make a distribution in accordance with the terms of the Plan applicable to Claims of the Class in which that Claim resides.

9.03 Contingent Claims. Until a Contingent Claim becomes an Allowed Claim or is Disallowed, the Claim will be treated as a Disputed Claim for all purposes under the Plan. The holder of a Contingent Claim will be entitled to a distribution under the Plan only when the Contingent Claim becomes an Allowed Claim. Any Contingent Claim for reimbursement or contribution held by a Person that may be liable with any Debtor on a Claim of a Creditor is Disallowed as of the Effective Date if: (a) that Creditor's Claim is Disallowed; (b) the Claim for reimbursement or contribution is contingent as of the Effective Date; or (c) that Person asserts a right of subrogation to the rights of the Creditor under Bankruptcy Code § 509.

ARTICLE 10 PRESERVATION OF LITIGATION CLAIMS

10.01 Avoidance Actions; Preserved Litigation Claims. In accordance with § 1123(b)(3), all Avoidance Actions are retained and reserved for the benefit of holders of Allowed Claims. For the non-Warren and non-Lulu Limited Avoidance Actions, the Liquidating Trustee is designated as the Estates' representative under § 1123(b)(3)(B) for purposes of the Avoidance Actions. For all Warren and Lulu-Limited Avoidance Actions, the Reorganized Debtors are designated as the Estates' representative under § 1123(b)(3)(B) for purposes of the Preserved Litigation Claims. A non-exhaustive listing of Preserved Litigation Claims is attached hereto as **Exhibit A**.

10.02 Prosecution of Avoidance Actions, Preserved Litigation Claims. The Liquidating Trustee will have the authority to prosecute, defend, compromise, settle, and otherwise deal with any Avoidance Actions and Preserved Litigation Claims, and will do so in its capacity as a representative of the Estates in accordance with § 1123(b)(3)(B). Reorganized Dallas Proton will bear the fees and costs associated with litigating the Avoidance Actions and the Preserved Litigation Claims. Reorganized Dallas Proton will have sole discretion to determine in its business judgment which Avoidance Actions and Preserved Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements.

10.03 Distribution of Avoidance Action Proceeds. Any monetary judgment, award, or other Cash proceeds resulting from the settlement or prosecution of an Avoidance Action will be distributed to the holders of Allowed General Unsecured Claims after deduction of the reasonable and necessary fees and costs that Reorganized Dallas Proton incurs in connection with that Avoidance Action.

10.04 Tolling Agreement with APT. To preserve certain Causes of Action related to the Notes Receivable for the benefit of creditors, the Debtors and APT will enter into a proposed Tolling Agreement substantially in the form as that attached to the Plan as **Exhibit D** or included in the Plan Supplement.

10.05 Preservation of Insurance. Any discharge and release of the Debtors from Claims as provided in the Plan or under the Bankruptcy Code, except as necessary to be

consistent with the Plan, will not diminish or impair the enforceability of any insurance policy that may cover Claims against any Debtor or any other Person.

ARTICLE 11 CONDITIONS PRECEDENT

11.01 Conditions to Confirmation. The following are conditions precedent to confirmation of the Plan:

a. **Approval of Disclosure Statement.** The Bankruptcy Court enters a Final Order approving the Disclosure Statement.

b. **Form of Confirmation Order.** The Bankruptcy Court enters the Confirmation Order in form and substance reasonably acceptable to the Debtors and the Agent Group. If the Debtors are unable to reach an agreement with any party regarding the form and substance of the Confirmation Order, the Bankruptcy Court will resolve all such disputes.

c. **Substance of Confirmation Order.** The Confirmation Order contains the following:

(i) The provisions of the Confirmation Order are nonseverable and mutually dependent;

(ii) Approval of the assumption, rejection, or assumption and assignment of all executory contracts and unexpired leases under the Plan;

(iii) All executory contracts or unexpired leases assumed and assigned by the Debtors during the Chapter 11 Cases or under the Plan remain in full force and effect for the benefit of Reorganized Dallas Proton or any assignees of such contracts or leases, as the case may be, notwithstanding any provision in any such contract or lease (including those described in Bankruptcy Code § 365(b)(2) and (f)) that prohibits or conditions such assignment or transfer or that enables, permits, or requires termination of such contract or lease;

(iv) The Debtors are released and discharged from all obligations arising under all executory contracts and unexpired leases rejected by the Debtors during the Chapter 11 Cases or under the Plan;

(v) The Plan does not provide for the liquidation of all or substantially all of the Debtors' property and confirmation of the Plan is not likely to be followed by the need for further financial reorganization of Reorganized Dallas Proton or the need for further financial reorganization of any Debtor;

(vi) Except as expressly provided in the Plan, the Debtors are discharged as of the Confirmation Date from all Claims and any "debt" (as that term is defined in § 101(12)) that arose on or before the Confirmation Date, and the Debtors' liability in respect of such Claims and debts is extinguished

completely, whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or unfixed, matured or unmatured, disputed or undisputed, legal or equitable, or known or unknown, or that arose from any agreement of the Debtors that has either been assumed or rejected in the Chapter 11 Cases or under the Plan, or obligation of the Debtors incurred before the Confirmation Date, or from the Debtors' conduct before the Confirmation Date, or that otherwise arose before the Confirmation Date including, without limitation, all interest, if any, on any such debts, whether such interest accrued before or after the Petition Date and, without limiting the foregoing, the discharge granted under the Plan is granted to the fullest extent allowed under §§ 1141(a), 1141(b), 1141(c), and 1141(d)(1);

(vii) In accordance with § 1123(b)(3)(B), Reorganized Dallas Proton is appointed as the representative and agent of the Estates to prosecute, compromise, or abandon any Avoidance Actions and Preserved Litigation Claims in accordance with the Plan;

(viii) Findings and conclusions sufficient to provide a basis for, and supporting the Bankruptcy Court's authorization of, substantive consolidation of the Estates in accordance with Sections 2.01 and 2.02 of the Plan; and

(ix) Retention of jurisdiction of the Bankruptcy Court to the fullest extent permissible by applicable law, and at least to the extent contemplated by Article 14 of the Plan.

11.02 Conditions to Effectiveness. The following are conditions precedent to the occurrence of the Effective Date:

- a. The Confirmation Date occurs;
- b. Reorganized Dallas Proton retains sufficient Cash (from all applicable sources) on the Effective Date to make distributions to holders of Allowed Claims required by the Plan to be made on the Effective Date has been funded; and
- c. Each of the Plan Documents and to be issued, entered into, delivered, or filed under the Plan are issued, entered into, delivered, or filed and are effective.

11.03 Waiver of Conditions. The Debtors may waive any condition to confirmation or the Effective Date, in whole or in part, at any time without notice, an order of the Bankruptcy Court, or any further action other than proceeding to confirmation and consummation of the Plan.

ARTICLE 12

TITLE TO PROPERTY; THIRD-PARTY RIGHTS AND RELEASES

12.01 Vesting of Assets. Except as provided in the Plan, the Confirmation Order, or the Plan Documents, all Estate Property will vest in the specific Reorganized Debtor on the Effective Date free and clear of all Liens, Claims, and Equity Interests existing before the Effective Date.

From and after the Effective Date, Reorganized Dallas Proton may operate its business and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, including the employment of, and payment to, Professionals except as otherwise provided in the Plan or the Confirmation Order.

12.02 Discharge. Except as provided in the Plan or the Confirmation Order, the rights granted under the Plan and the treatment of Claims and Equity Interests under the Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims including any interest accrued on General Unsecured Claims from the Petition Date and termination of all Equity Interests. Except as provided in the Plan or the Confirmation Order, confirmation of the Plan: (a) discharges the Debtors and Reorganized Dallas Proton from all Claims or other debts that arose before the Confirmation Date, and all debts of the kind specified in §§ 502(g), 502(h) or 502(i), whether or not: (i) a proof of claim based on such debt is filed or deemed filed under § 501; (ii) a Claim based on such debt is Allowed under § 502; or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminates all Equity Interests and other rights of Equity Interests in the Debtors except as expressly provided in the Plan. Without limiting the foregoing, the discharge granted under the Plan is granted to the fullest extent allowed under §§ 1141(a), 1141(b), 1141(c), and 1141(d)(1).

12.03 Injunction. Except as provided in the Plan or the Confirmation Order, as of the Confirmation Date, all entities that have held, currently hold, or may hold a Claim or other debt or liability that is unclassified by the Plan or that is classified by Article 4 of the Plan or is subject to a distribution under the Plan, or an Equity Interest or other right of an equity security holder that is canceled or terminated under the Plan are permanently enjoined from taking any of the following actions on account of any such Claims, debts, liabilities, Equity Related Claims, or terminated Equity Interests or rights: (a) commencing or continuing in any manner any action or other proceeding against the Debtors or Reorganized Dallas Proton (including any officer or director or other Person acting as a representative or otherwise on behalf of the Debtors or Reorganized Dallas Proton); (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Debtors, Reorganized Dallas Proton, or their respective property; (c) creating, perfecting, or enforcing any Lien or encumbrance against the Debtors, Reorganized Dallas Proton, or their respective property; (d) asserting a right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, Reorganized Dallas Proton, or their respective property; and (e) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code. Nothing in this Section 13.03 or elsewhere in the Plan is to be construed or is to have the effect of extinguishing, prohibiting, or otherwise limiting, the right of any holder of a Claim to assert a right to setoff or recoupment arising in connection with that Claim as part of the resolution and treatment of that Claim under the Plan.

12.04 Exculpation. Neither the Debtors, the Debtors' professionals (including Gardere Wynne Sewell and Lincoln Harris), the Debtors' respective officers, directors, members, or employees, nor the Committee and its professionals (Pronske, Goolsby & Kathman P.C.) (collectively, the "*Exculpated Parties*") shall have or incur any liability to any Person, holder of a Claim or Equity Interest, or any other party in interest or entity, or any of their respective members or former members, managers, agents, employees, representatives, financial advisors,

attorneys, or affiliates, or any of their predecessors, successors, or assigns, for any act or omission in connection with, relating to, or arising out of, planning, preparing, filing, or administering the Chapter 11 Cases, including the formulation, preparation, negotiation, dissemination, approval, confirmation, administration, or consummation of the Plan, the Disclosure Statement, the solicitation of votes for or confirmation of the Plan or consummation or administration of the Plan or Distributions under the Plan, except for willful misconduct or gross negligence, as finally determined by the Bankruptcy Court, and such Exculpated Parties shall not be liable for any obligations of the Debtors or the Reorganized Debtors under the Plan.

12.05 Releases. Upon repayment of (a) \$30,000,000 of new financing facilitated by APT or (b) the MPTC Repayment and GPTC Repayment, whichever occurs first, the Debtors, the Reorganized Debtors, the Estates, the Liquidating Trust, and the Liquidating Trustee will be deemed to have released APT and the Debtors and their respective officers, directors, managers, employees, and insurers from all claims, debts, liabilities, demands, offsets, obligations, costs, expenses, actions, and causes of action, of every nature and description, known and unknown, which each such releasing entity now has or at any time may hold, by reason of any matter, cause, or thing occurred, done, omitted, or suffered to be done before the Effective Date. For the avoidance of doubt, the releases in Section 12.05 shall not be effective until either event described in subsection (a) or subsection (b) above occurs.

12.06 Preserved Litigation Claims and Disputed Claims Resolution. Notwithstanding anything to the contrary in the Plan, any non-Debtor party to a Preserved Litigation Claim or a Disputed Claim that has obtained or obtains relief from the automatic stay or from the injunction provisions contained in Section 13.03 of the Plan to pursue resolution of their Claim in a forum other than the Bankruptcy Court will not be deemed to have violated any provision of the Plan by seeking a resolution as to Allowance, Disallowance, or amount of such Claim in such other forum, but the classification and distributions on account of any such Claim, once liquidated and Allowed or Disallowed, remain solely and exclusively subject to the Bankruptcy Court's continuing jurisdiction under Article 14 of the Plan and the terms and conditions of the Plan.

12.07 Preservation of Insurance. The discharge and release from Claims as provided in the Plan, except as necessary to be consistent with the Plan, do not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtors or any other Person.

ARTICLE 13 RETENTION OF JURISDICTION

13.01 Jurisdiction. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain as much jurisdiction over the Chapter 11 Cases after the Effective Date as legally permissible including, without limitation, jurisdiction to:

- a. Allow, disallow, determine, liquidate, classify, estimate, or establish the amount, priority, or secured or unsecured status of any Claim, and resolve any request for

payment of any Administrative Claim and any objection to the Allowance or priority of any Claim;

b. Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized under the Bankruptcy Code or the Plan;

c. Resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which a Debtor is a party and to hear, determine and, if necessary, liquidate any Claims arising from, or Cure related to, assumption or rejection;

d. Ensure that distributions to holders of Allowed Claims are accomplished in accordance with the Plan;

e. Decide or resolve any motions, adversary proceedings, contested matters, and any other matters and grant or deny any applications or motions involving the Debtors that may be pending on the Effective Date;

f. Enter any necessary or appropriate orders to implement or consummate the Plan's provisions and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

g. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any Person's obligations incurred in connection with the Plan;

h. Hear and determine any motion or application to modify the Plan before or after the Effective Date under § 1127 or modify the Disclosure Statement or any contract, instrument, release, or other agreement or document issued, entered into, filed, or delivered in connection with the Plan or the Disclosure Statement; or hear or determine any motion or application to remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document issued, entered into, filed or delivered in connection with the Plan or the Disclosure Statement, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

i. Issue injunctions, enter and implement other orders, or take any other necessary or appropriate actions to restrain any entity's interference with consummation or enforcement of the Plan;

j. Enter and implement any necessary or appropriate orders if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

k. Determine any other matters that may arise in connection with or related to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document issued, entered into, filed, or

delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

l. Issue final decrees and enter orders closing the Chapter 11 Cases; and

m. Adjudicate the Disputed Claims, the Avoidance Actions, and the Preserved Litigation Claims (including those to be initiated and prosecuted by Reorganized Dallas Proton as the Estates' representative under § 1123(b)(3)(B)), and any other cause of action or claims of the Debtors.

ARTICLE 14 AMENDMENT AND WITHDRAWAL OF PLAN

14.01 Amendment of Plan. At any time before the Confirmation Date, the Debtors may alter, amend, or modify the Plan under § 1127(a) as long as doing so does not materially and adversely affect the treatment and rights of the holders of Claims under the Plan. After the Confirmation Date but before substantial consummation of the Plan as defined in § 1101(2), the Debtors or Reorganized Dallas Proton may, under § 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Plan Documents, or the Confirmation Order, and any matters necessary to carry out the purposes and effects of the Plan as long as such proceedings do not materially and adversely affect the treatment of holders of Claims under the Plan. The Debtors must serve prior notice of such proceedings in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

14.02 Revocation or Withdrawal of Plan. The Debtors reserve the right to revoke or withdraw the Plan at any time before the Confirmation Date. If withdrawn or revoked, the Plan will be deemed void and nothing contained in the Plan may be deemed a waiver of any Claims by or against the Debtors or any other Person in any further proceedings involving the Debtors or an admission of any sort, and the Plan and any transaction contemplated by the Plan may not be admitted into evidence in any proceeding.

ARTICLE 15 ADMINISTRATIVE PROVISIONS

15.01 Effectuating Documents; Further Transactions; Timing. The Debtors, Reorganized Dallas Proton, and all other parties to the Plan Documents are authorized and directed as of the Effective Date, and without further order of the Court, to execute, deliver, file, or record all Plan Documents and other contracts, instruments, releases, and other agreements or documents, and to take all actions necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. All transactions required to occur on the Effective Date under the terms of the Plan are deemed to have occurred simultaneously.

15.02 Exemption From Transfer Taxes. In accordance with Bankruptcy Code § 1146(c): (a) the issuance, distribution, transfer, and exchange of assets or property of the Estates; (b) the creation, modification, consolidation, or recording of any deed of trust or other security interest, the securing of additional indebtedness by such means or by other means in furtherance of, or in connection with, the Plan or the Confirmation Order; (e) the execution,

assignment, modification, or recording of any lease or sublease; and (f) the execution, delivery, or recording of a deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, the Confirmation Order, or any transaction contemplated above, or any transactions arising out of, contemplated by, or in any way related to, the foregoing are not subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, or real estate transfer tax, or other similar tax or governmental assessment and the appropriate state or local government officials or agents are directed to forego the collection of any such tax or assessment and to accept for filing or recordation any of the foregoing instruments or other documents without the payment of any such tax or assessment.

15.03 Binding Effect. The Plan is binding on, and inures to the benefit of, the Debtors and the holders of all Claims and Equity Interests, including the holders of Equity Related Claims, and their respective successors and assigns.

15.04 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable or as provided in any document entered into in connection with the Plan, the rights, duties and obligations of the Debtors and any other Person arising under the Plan are governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to Texas's choice-of-law provisions.

15.05 Modification of Treatment of Claims. The Reorganized Debtors reserve the right to modify the treatment of any Allowed Claim in any manner adverse only to the holder of such Claim at any time after the Effective Date on the prior written consent of the holder whose Allowed Claim treatment is being adversely affected.

15.06 Setoffs and Recoupment. The Debtors and Reorganized Dallas Proton may, but are not required to, set off or recoup against any Claim or Equity Interest and the payments or other distributions to be made under the Plan in respect of such Claim, Claims of any nature that arose before the Petition Date that the Debtors may have against the holder of such Claim or Equity Interest to the extent such Claims may be set off or recouped under applicable law, but neither the failure to do so nor the fact of any Claim or Equity Interest under the Plan becoming Allowed constitutes a waiver or release by the Debtors or Reorganized Dallas Proton of any such claim that it may have against such holder.

15.07 Notices. Any notice required or permitted to be provided under the Plan is required to be in writing and served by one of the following: (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; (c) reputable overnight courier service, freight prepaid; (d) e-mail; or (e) fax; addressed as follows:

If to the Debtors:	GARDERE WYNNE SEWELL LLP 1601 Elm Street, Suite 3000 Dallas, Texas 75201-4761 Telephone: 214.999.3000 Facsimile: 214.999.4667 E-mail: mmoore@gardere.com
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15.08 Delivery of Notices. If personally delivered, notice is deemed delivered on actual receipt; if faxed or e-mailed in accordance with the Plan, notice is deemed delivered noon of the first Business Day following transmission; if sent by overnight courier in accordance with the Plan, notice is deemed delivered noon of the first Business Day following deposit with such courier; and if sent by U.S. mail in accordance with the Plan, notice is deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service; or, if the addressee fails or refuses to accept delivery, as of the date of that failure or refusal. Any party to the Plan may change its address for the purposes of the Plan by giving notice of the change.

15.09 Termination of Statutory Committees. All statutory committees appointed in the Chapter 11 Cases terminate on the Effective Date and have no further authority, duties, objections and responsibilities in respect of the Chapter 11 Cases after the Effective Date, except with respect to preparation, review and filing of, and objections to, applications for compensation and reimbursement of expenses.

15.10 Severability. If the Bankruptcy Court finds the Plan or any provision of the Plan to be invalid, illegal or unenforceable, or if the Bankruptcy Court cannot confirm the Plan under § 1129, the Bankruptcy Court, at the Debtors' request, may retain the power to alter and interpret the Plan or any such provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the provision held to be invalid or unenforceable, and such provision will then become applicable as altered or interpreted. The Confirmation Order constitutes a judicial determination and provides 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.

15.11 Plan Documents. Forms of the Plan Documents may be inspected in the office of the Clerk of the Bankruptcy Court during normal business hours. Holders of Claims or Equity Interests may obtain a copy of the Plan Documents upon written request to the Debtors in accordance with Section 16.07 of the Plan. Notwithstanding anything to the contrary contained in the Plan, including without limitation any reference in the Plan to documents in the forms annexed to the Plan as exhibits, the Debtors may revise any Plan Document (a) by filing such revised Plan Document with the Bankruptcy Court more than ten days before the deadline for voting on the Plan, or (b) with the written consent of all parties in interest that are entitled to vote on the Plan and are materially and adversely affected by such revision.

15.12 Inconsistency. If any inconsistency between the Plan and the Disclosure Statement exists, the provisions of the Plan govern. If any inconsistency between the Plan and any Plan Document exists, the provisions of the Plan Document govern.

15.13 Subordination. The distributions under the Plan take into account the relative priority of each Claim in connection with any contractual subordination provisions relating to such Claim. Accordingly, distributions under the Plan are not and may not be subject to levy, garnishment, attachment, or other legal process by any holder of a Claim or Equity Interest purporting to be entitled to the benefits of such contractual subordination, and all such holders are deemed to have waived all contractual subordination rights they otherwise may have had.

15.14 Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection with the Plan, the Debtors or Reorganized Dallas Proton, as the case may be, must comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under the Plan remain subject to any such withholding and reporting requirements. The Debtors and Reorganized Dallas Proton, as the case may be, may take all actions necessary to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, each holder of an Allowed Claim that has received a distribution under the Plan of Cash has sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation on account of such distribution.

15.15 Post-Effective Date Fees; Final Decree. Reorganized Dallas Proton will be responsible for paying any post-Effective Date fees under 28 U.S.C. § 1930(a)(6) and filing post-confirmation reports until the Bankruptcy Court enters a final decree, which will be as soon as practicable after distributions under the Plan have commenced. Notice of application for a final decree need be given only to those holders of Claims and Equity Interests and other parties that, after the Effective Date, specifically request such notice.

15.16 De Minimis Distributions. No distributions of less than \$10 will be made to any Creditor on account of any Claim. If a claimant holding an Allowed Claim does not receive a distribution owing to the provisions of this Section 16.16 on the Effective Date or any subsequent date, the Allowed Claim remains eligible for distributions on the first date set for distributions when such distribution exceeds \$10. No payments or distributions under the Plan of fractions of dollars will be made. When any such fractional dollar payment or distribution would otherwise be required, the actual payment or distribution made will reflect a rounding, up or down, of such fraction to the nearest whole dollar.

15.17 Method of Payment; Payments, Filings, and Notices Only on Business Days. Payments of Cash under the Plan must be made by check drawn on a domestic bank or by wire transfer from a domestic bank. Whenever any payment, distribution, filing, delivery, or notice to be made under the Plan is due on a day other than a Business Day, such payment, distribution, filing, delivery, or notice may instead be made, without interest or penalty, on the immediately following Business Day.

ARTICLE 16 TOLLING AGREEMENT

16.01 Confirmation Order as Tolling Agreement. The Confirmation Order shall constitute a tolling agreement by and between the Debtors and all parties receiving actual or constructive notice of the Plan with respect to all Causes of Action, including those Causes of Action assigned to the Liquidating Trust, as if such parties signed the Tolling Agreement that is part of the Plan Supplement. Upon any default, as that term is defined in Section 6.14, the tolling agreement expires.

Dated: March 1, 2016

Dallas Proton Treatment Holdings, LLC, on
behalf of itself and as sole managing member of

Dallas Proton Treatment Center, LLC, Debtors and
Debtors-In-Possession

By: /s/ Casey Gilley
Title: Manager

EXHIBIT A
AVOIDANCE ACTIONS AND PRESERVED LITIGATION CLAIMS

In addition to the Avoidance Actions and the Causes of Action and claims of the Estates related to the specific litigation listed in the Debtors' Statement of Financial Affairs, the following Causes of Action and claims are retained by the Plan and the Confirmation Order:

all claims and Causes of Action listed in, referenced in, or attached as an exhibit to the Plan, the Disclosure Statement, the Schedules, Statements of Financial Affairs, Plan Supplement, or in any Plan Document, and all claims and causes of action for all contract theories of recovery, including contract and usury, quasi-contract claims, including quantum meruit, promissory estoppel, suit on a sworn account, money had and received, tort theories of liability, including tortious interference with existing contract, tortious interference with contractual/business relations, conversion, breach of fiduciary duty, fraud, bad faith denial of coverage or other insurance claim, constructive eviction, wrongful eviction, wrongful foreclosure, malpractice, libel, slander, malicious prosecution, negligence, gross negligence, premises liability, trade-secret misappropriation, misrepresentation; breach of warranty claims and related theories of recovery; statutory claims and related theories of recovery, including claims under the Bankruptcy Code, including objections to the allowance of claims for disgorgement or otherwise, including any related to extent, priority, subordination, or validity of liens, claims under 11 U.S.C. §§ 509, 510, 542, 543, 544, 547, 548, 549, and 550, claims pursuant to the

Texas Business and Commerce Code, including fraudulent transfers under all applicable law, including chapter 27, and claims pursuant to title 18 U.S.C., participatory, vicarious, secondary, and related theories of liability including, without limitation, aiding and abetting, conspiracy, principal-agent, partnership, alter ego, common enterprise, joint and several liability, proportionate responsibility, contribution, and veil piercing; equitable claims including claims for lien subordination and contempt; any such claim or cause of action relating to any counterclaim, demand, controversy, cost, debt, sum of money, account, reckoning, bond, bill, damage, obligation, liability, objection, legal proceeding, equitable proceeding, and execution of any nature, type, or description, avoidance action, preference action, fraudulent-transfer action, strong-arm-power action, state-law fraudulent-transfer action, improper assignment of interest, negligence, gross negligence, willful misconduct, usury, fraud, deceit, misrepresentation, conspiracy, unconscionability, duress, economic duress, defamation, control, interference with contractual and business relations, conflict of interest, misuse of insider information, concealment, disclosure, secrecy, misuse of collateral, wrongful release of collateral, failure to inspect, environmental due diligence, negligent loan processing and administration, wrongful recoupment, wrongful setoff, violations of statutes and regulations

of governmental entities, instrumentalities and agencies, equitable subordination, debt recharacterization, substantive consolidation, securities and antitrust laws violations, tying arrangements, deceptive trade practices, breach or abuse of any alleged fiduciary duty, breach of any special relationship, course of conduct or dealing, obligation of fair dealing, obligation of good faith, at law or in equity, in contract, in tort, or otherwise, known or unknown, suspected or unsuspected; and any claims or causes of action related to any matter listed on the Schedules or Statement of Financial Affairs of any of the Debtors, including all attachments and amendments thereto (the foregoing claims and causes of action along with the same found in the Confirmed Plan and Confirmation Order are collectively referred to as the “*Claims and Causes of Action*”).

The Reorganized Debtors shall have the right to supplement the Claims and Causes of Action as necessary. In connection with the Claims and Causes of Action, the following is designated as potential damages claims:

all available theories of recovery and damages, including, without limitation, all actual, punitive, and other statutory damage claims, rights to reimbursement and costs, and all other relief, general or special, at law or in equity, to which the Debtors, the Reorganized Debtors, or the Liquidating Trustee may be rightfully entitled.

The following non-exhaustive and non-mutually exclusive list of entities and individuals as potential defendants to the Claims and Causes of Action includes all names listed in the Schedules, and:

All current and former officers, directors, employees, and other agents of the Debtors and all affiliates of the Debtors, all trade vendors and other creditors of the Debtor, all entities and individuals that received transfers from or on behalf of the Debtors from September 17, 2014 to the present; all entities and individuals that owed fiduciary duties to the Debtors from September 17, 2010 to the present; all insurance companies with any insurance coverage in place for the benefit of the Debtors from April 17, 2010, to the present; all individuals and entities listed on the Schedules or Statement of Financial Affairs of the Debtors, including any attachments and amendments thereto; all companies that furnished utilities for the Debtors, all unsecured creditors of the Debtors, all investors of the Debtors and the Non-Debtor Affiliates, all members of the Creditors Committee, any entity or individual in possession of or having control over property of the Debtors or operations of the Debtors; any entity or individual responsible or who contributed to any losses or damages suffered by the Debtors or its creditors or investors, or any party that has appeared in the Bankruptcy Case (collectively referred to as the "*Potential Parties*").

Potential Parties includes all affiliates, successors, transferees, directors, officers, employees, and other agents of any entity or individual that would otherwise qualify as a Potential Party.

The Reorganized Debtors shall have the right to supplement the Claims and Causes of Action as necessary throughout its/his investigation of the Debtor's affairs.

*This is a non-exclusive list. The failure to include any name or title on this list, the Schedules, the Statements of Financial Affairs, the Plan, the Disclosure Statement, or any Plan Document or Plan Supplement should not be construed as a waiver of any Cause of Action against that individual or Entity.

EXHIBIT B

ASSUMED AND REJECTED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

[TO COME]

EXHIBIT C
PREPETITION NOTEHOLDERS

Convertible Debenture Dallas Proton Treatment Holdings, LLC

Investor Worksheet - As of Mar 01, 2016

Last Name	First Name	Amount
Allen	Paul R.	\$150,000.00
Allen	Paul R.	\$50,000.00
Allen	Mark S.	\$100,000.00
Allen III	Alfred G.	\$50,000.00
Allen III	Alfred G.	\$50,000.00
Allen III	Alfred G.	\$600,000.00
Allen III	Alfred G.	\$450,000.00
Allen III	Alfred G.	\$1,300,000.00
Allen III	Alfred G.	\$50,000.00
Amos	William	\$50,000.00
Andrews	Colley	\$100,000.00
Bailey	Leroy J.	\$50,000.00
Baker II	D.H.	\$200,000.00
Baxley	Bradford L. and Amy Jo	\$50,000.00
Becker	Jennifer S.	\$100,000.00
Berrett	Britt R.	\$100,000.00
Boriskie	Helen Linda	\$50,000.00
Bowers III	John W.	\$100,000.00
Brigham	Bennie R. and Mary L.	\$100,000.00
Brown	Kevin H. and Cynthia S.	\$50,000.00
Brundrett	Ella Joyce	\$50,000.00
Brunner	Gary D. and Catherine	\$50,000.00
Bush	James L. and Sally A.	\$50,000.00
Carleton	Charles H. and Ulrike	\$50,000.00
Carter	Harold D.	\$100,000.00
Cerda Jr.	Raymundo	\$50,000.00
Cerutti	David A. and Caren R.	\$300,000.00
Chisholm	Mark P.	\$50,000.00
Chowning	Ralph A. and Kathy M.	\$50,000.00
Cimrhanzel	Elnora	\$100,000.00
Clark	Ross	\$50,000.00
Covington	Randall	\$100,000.00
Crowley	T. J.	\$50,000.00
Curtis	Arlis S.	\$100,000.00

Last Name	First Name	Amount
Deardorff	David S.	\$50,000.00
DeLitta	Michael and Pamela	\$50,000.00
Dial	Richard R.	\$50,000.00
Dionisio	Elizabeth E. and Michael C.	\$100,000.00
Dorsher	Craig L.	\$50,000.00
Doss	James F. and Linda D.	\$50,000.00
Edmunds	Russell D. and Sally	\$50,000.00
Escue	Ralph C. and Nancy N.	\$50,000.00
Ezzell	Dale W.	\$200,000.00
Falzone	Daniel	\$50,000.00
Faroh	Janet S.	\$50,000.00
Faulk	Tim and Elizabeth	\$50,000.00
Fite	Don	\$50,000.00
Fitzhugh	Howard Michael and Linda H.	\$50,000.00
Freeman	Scott H.	\$200,000.00
George	Dave I. and Carla	\$50,000.00
Godin	James and Martha	\$50,000.00
Gorg	Joseph D	\$50,000.00
Gorman	Steven M.	\$50,000.00
Green	Steven	\$50,000.00
Gresham	Louise H.	\$100,000.00
Gresham	Laura E.	\$100,000.00
Hall	Theresa L.	\$50,000.00
Hammond	James C.	\$50,000.00
Hardin	Irvin M.	\$100,000.00
Harris	Wm. V.	\$50,000.00
Harris	Wm. V.	\$50,000.00
Harris	Wm. V.	\$100,000.00
Harris	Kathi	\$50,000.00
Hatch	Bruce Douglas	\$100,000.00
Haterius	Stephen B.	\$50,000.00
Hill	Carl	\$50,000.00
Hodges	David	\$50,000.00
Holst	Wesley E. and Connie	\$50,000.00
Hopkins	Chantal	\$50,000.00
Hughes	Harry Roger	\$50,000.00
Hyde	Tiffany	\$50,000.00

Last Name	First Name	Amount
Ingrassia	James A. and Rosemarie	\$100,000.00
Jacobs	Paul and Betty	\$100,000.00
Jones	Andrea G	\$50,000.00
Kay	Robert L. and Susan G.	\$100,000.00
Kiefer	Julie	\$100,000.00
Kiefer	Julie	\$50,000.00
Knapp	Darvin	\$50,000.00
Kubiak	Belinda Melton and John D.	\$50,000.00
Kull	Michael H.	\$50,000.00
Kutch	Clay	\$50,000.00
Kyriacou	Mark J. and Mary Lou	\$300,000.00
Lafever	William and Elaine	\$50,000.00
Lauterbach	Robert and Linda	\$100,000.00
Luchnick	Lance J. and Maria T.	\$50,000.00
Lynn	Derek	\$100,000.00
Mack	Inez E. and Leroy A.	\$50,000.00
Maudlin	Alan L.	\$200,000.00
McDearman	Jayne R.	\$50,000.00
McDearman	John R.	\$50,000.00
McDearman	Rusty	\$150,000.00
McPherson and John W. McPherson Jr.	Jones Poindexter	\$50,000.00
McPherson III and John W. McPherson Jr.	John William	\$50,000.00
Merhar	Mark L. and Jill	\$50,000.00
Merrell	David	\$100,000.00
Montgomery	William A.	\$250,000.00
Moro	Michele	\$50,000.00
Neal	Max and June	\$150,000.00
Nelson	Robert W. and Dawna C.	\$250,000.00
Nolan	John Charles	\$100,000.00
Nolan	Michael D.	\$50,000.00
Peterson	Ami D. and Martin E.	\$50,000.00
Pettigrew	G. Wayne	\$100,000.00
Pittman	James C. Pittman III and Lauren	\$150,000.00
Price	Jennie Dee	\$50,000.00
Price	Robert Z.	\$50,000.00
Price	Jennie Dee	\$50,000.00
Prossnitz	Eric	\$50,000.00

Last Name	First Name	Amount
Quarles	Barbara	\$50,000.00
Racz	John P.	\$50,000.00
Reichstadt	Shirley	\$50,000.00
Richardson	Jeanette A.	\$100,000.00
Ritchie	Ann H.	\$100,000.00
Ritchie	Andrew and Heidi	\$50,000.00
Romberg	E. Scott	\$50,000.00
Rougas	Dean J.	\$100,000.00
Ryan	Patricia J.	\$50,000.00
Sargent	James	\$150,000.00
Schmidt	Jerry C. and Aneta S.	\$50,000.00
Schmidt	Cindy	\$50,000.00
Schneider	Richard H.	\$200,000.00
Seman	Richard J.	\$50,000.00
Sexton	W. Hoyt and Eileen	\$50,000.00
Shook	David S.	\$50,000.00
Shook	Samuel P. Shook Jr. and Clarinda	\$50,000.00
Shook	Samuel P. Shook Jr. and David S.	\$50,000.00
Shulse	Kathryn R.	\$50,000.00
Signor	Charles and Joanne	\$100,000.00
Smith	Vivian R.	\$50,000.00
Smith	Desiree J.	\$50,000.00
Snoek	Robert J. and Peggy J.	\$100,000.00
Stalcup	Thomas M. and Mary Alice	\$50,000.00
Stites II	A. W.	\$50,000.00
Street	Gary O. and Lori K.	\$50,000.00
Torres	Eliseo S.	\$50,000.00
Twilley	Michael	\$50,000.00
Vellore	Rajiv	\$50,000.00
Vellore	Madhavi	\$50,000.00
Viktorin	Robert B. and Charlotte A.	\$50,000.00
Wallace	Timothy R.	\$2,000,000.00
Walton	Susan N.	\$50,000.00
Webster	Scott M.	\$50,000.00
Wellman	Gerald W.	\$100,000.00
Willerton	Chris and Sharon	\$50,000.00

Last Name	First Name	Amount
Williams	James E and Deborah	\$50,000.00
Williams	Gary Dale and Kathie Kay	\$50,000.00
Williams	Ronald David	\$50,000.00
Youngers	Kenneth W.	\$50,000.00

Bridge Note - Dallas Proton Treatment Holdings, LLC		
Investor Worksheet - As of Mar 01, 2016		
Last Name	First Name	Amount
Baiano	Gregory F.	\$2,000,000.00
Fite	Don F.	\$100,000.00
Martin	T. Christopher	\$50,000.00
Martin	T. Christopher	\$150,000.00
May	Sterling A.	\$500,000.00
McDearman	John R.	\$100,000.00
McDearman	Jayne R.	\$100,000.00
McDearman	Rusty	\$150,000.00
O'Brien	Susan Rose and Daniel M.	\$150,000.00
Postma	Tom	\$50,000.00
Tregoning	Michael E.	\$160,000.00
Tregoning	Michael E.	\$7,590,000.00
Wallace	Patrick S.	\$500,000.00
Wallace	Shelly	\$500,000.00
Walter	J. Brian	\$1,000,000.00

EXHIBIT D
PROPOSED TOLLING AGREEMENT WITH APT

[TO COME]

APPENDIX 2

ORDER APPROVING DISCLOSURE STATEMENT

[TO COME]

APPENDIX 3

SELECTED FINANCIAL DATA – DEBTORS (CONSOLIDATED)

[TO COME]

APPENDIX 4

FINANCIAL PROJECTIONS – DEBTORS (CONSOLIDATED)

[TO COME]

APPENDIX 5

CONFIRMATION HEARING NOTICE

[TO COME]

APPENDIX 6

LIQUIDATION ANALYSIS

[TO COME]