

1 BART K. LARSEN, ESQ.  
Nevada Bar No. 008538  
2 VINCENT J. AIELLO, ESQ.  
Nevada Bar No. 007970  
3 **KOLESAR & LEATHAM**  
400 South Rampart Boulevard, Suite 400  
Las Vegas, Nevada 89145  
4 Telephone: (702) 362-7800  
Facsimile: (702) 362-9472  
5 E-Mail: [blarsen@klnevada.com](mailto:blarsen@klnevada.com)  
[vaiello@klnevada.com](mailto:vaiello@klnevada.com)  
6

7 *Attorneys for Debtor and*  
8 *Debtor in Possession Kittusamy, LLP*  
9

10 **UNITED STATES BANKRUPTCY COURT**  
11 **DISTRICT OF NEVADA**

12 \* \* \*

13 IN RE:  
14 KITTUSAMY, LLP,  
15 Debtor.

Case No. BK-S-15-13868-ABL  
Chapter 11

16  
17 **CHAPTER 11 PLAN OF REORGANIZATION FOR KITTUSAMY, LLP**  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION .....1**

**I. DEFINED TERMS AND RULES OF INTERPRETATION .....1**

**A. Defined Terms. ....1**

**B. Rules of Construction. ....6**

**II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS .....7**

**A. Administrative Claims.....7**

        1. Bar Date for Administrative Claims. ....7

        2. Professional Compensation and Reimbursement Claims. ....7

**B. Priority Tax Claims. ....8**

**III. DESIGNATION OF CLASSES AND TREATMENT OF CLAIMS.....8**

**A. Summary of Classifications and Claims. ....8**

**B. Classification and Treatment of Claims and Equity Interests. ....9**

        1. Class 1 (Secured Claims of Wells Fargo and Meadows Bank – Loan #3301009). .9

        2. Class 2 (Secured Claims of Wells Fargo and Meadows Bank – Loan #3301009).10

        3. Class 3 (Secured Claims of General Electric Capital Corporation and Siemens  
        Financial Services, Inc.)..... 10

        4. Class 4 (Other Secured Claims)..... 10

        5. Class 5 (Priority Non-Tax Claims). ....11

        6. Class 6 (Unsecured Administrative Convenience Claims).....11

        7. Class 7 (General Unsecured Claims). ....11

        8. Class 8 (Equity Interests in the Debtor).....11

**IV. ACCEPTANCE OR REJECTION OF THE PLAN .....12**

**A. Deemed Acceptance of the Plan.....12**

**B. Voting Classes. ....12**

**C. Acceptance by Impaired Classes of Claims.....12**

**D. Cramdown. ....12**

**E. Elimination of Vacant Classes. ....12**

**V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES...12**

**A. Assumption of Executory Contracts and Unexpired Leases.....12**

        1. Assumption of Agreements.....12

        2. Cure Payments. ....13

        3. Objections to Assumption/Cure Payment Amounts. ....13

        4. Resolution of Claims Relating to Contracts and Leases. ....13

**B. Rejections of Executory Contracts and Unexpired Leases. ....14**

        1. Rejected Agreements. ....14

        2. Bar Date for Rejection Damage Claims.....14

        3. Postpetition Contracts and Leases. ....14

**VI. MEANS OF EXECUTION AND IMPLEMENTATION OF THE PLAN .....14**

**A. Means of Effectuating the Plan.....14**

        1. Funding for the Plan.....14

        2. New Corporate Existence. ....14

        3. Vesting of Assets. ....15

1	4.	Issuance and Distribution of New Equity Interests.....	15
	5.	Securities Registration Exemption.....	15
2	6.	Certificate of Incorporation and Bylaws.....	15
3	7.	Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.....	16
4	<b>VII.</b>	<b>DISTRIBUTIONS UNDER THE PLAN .....</b>	<b>16</b>
	<b>A.</b>	<b>Distributions for Claims Allowed as of the Effective Date.....</b>	<b>16</b>
5	<b>B.</b>	<b>Distributions on Account of Claims Allowed After the Effective Date.....</b>	<b>17</b>
6	1.	Payments and Distributions on Disputed Claims.....	17
7	2.	Special Rules for Distributions to Holders of Disputed Claims. ....	17
8	<b>C.</b>	<b>Delivery and Distributions and Undeliverable or Unclaimed Distributions.....</b>	<b>17</b>
9	1.	Record Date for Distributions.....	17
10	2.	Delivery of Distributions in General.....	17
11	3.	Distributions by Distribution Agents.....	17
12	4.	Minimum Distributions.....	18
13	5.	Undeliverable Distributions.....	18
	<b>D.</b>	<b>Compliance with Tax Requirements/Allocations.....</b>	<b>19</b>
	<b>E.</b>	<b>Timing and Calculation of Amounts to Be Distributed.....</b>	<b>20</b>
	<b>F.</b>	<b>Setoffs.....</b>	<b>20</b>
14	<b>VIII.</b>	<b>PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS .....</b>	<b>20</b>
15	<b>A.</b>	<b>Resolution of Disputed Claims.....</b>	<b>20</b>
16	1.	Allowance of Claims.....	20
17	2.	Prosecution of Objections to Claims.....	21
18	3.	Claims Estimation.....	21
19	4.	Expungement or Adjustment to Claims Without Objection. ....	21
20	5.	Deadline to File Objections to Claims.....	21
21	<b>B.</b>	<b>Disallowance of Claims.....</b>	<b>22</b>
22	<b>C.</b>	<b>Amendments to Claims.....</b>	<b>22</b>
23	<b>IX.</b>	<b>CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN .....</b>	<b>22</b>
24	<b>A.</b>	<b>Conditions Precedent to Confirmation.....</b>	<b>22</b>
25	<b>B.</b>	<b>Conditions Precedent to Consummation.....</b>	<b>22</b>
26	<b>C.</b>	<b>Waiver of Conditions.....</b>	<b>23</b>
27	<b>D.</b>	<b>Effect of Non Occurrence of Conditions to Consummation.....</b>	<b>23</b>
28	<b>X.</b>	<b>SETTLEMENT RELEASE AND RELATED PROVISIONS .....</b>	<b>23</b>
	<b>A.</b>	<b>Compromise and Settlement.....</b>	<b>23</b>
	<b>B.</b>	<b>Preservation of Rights of Action.....</b>	<b>24</b>
	1.	Maintenance of Causes of Action.....	24
	2.	Preservation of All Causes of Action Not Expressly Settled or Released.....	24
	<b>XI.</b>	<b>EFFECT OF PLAN CONFIRMATION BINDING NATURE OF THE PLAN .....</b>	<b>24</b>
	<b>A.</b>	<b>Discharge Injunction.....</b>	<b>25</b>
	<b>B.</b>	<b>Estate Release.....</b>	<b>Error! Bookmark not defined.</b>
	<b>C.</b>	<b>Payment of U.S. Trustee Fees.....</b>	<b>Error! Bookmark not defined.</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**XII. RETENTION OF JURISDICTION.....25**

**XIII. MISCELLANEOUS PROVISIONS .....27**

**A. Payment of Statutory Fees. ....27**

**B. Modification of Plan. ....27**

**C. Revocation of Plan. ....27**

**D. Successors and Assigns. ....27**

**E. Reservation of Rights.....27**

**F. Section 1146 Exemption. ....27**

**G. Further Assurances.....28**

**H. Severability. ....28**

**I. Service of Documents.....28**

**J. Return of Security Deposits. ....28**

**K. Filing of Additional Documents.....29**

**L. Default.....29**

1 **INTRODUCTION**

2 Kittusamy, LLP, as debtor and debtor in possession (“Kittusamy” or “Debtor”), proposes  
3 this Chapter 11 Plan of Reorganization (the “Plan”) for the resolution of the outstanding claims  
4 against, and equity interests in the Debtor. The Debtor is the proponent of this Plan within the  
5 meaning of section 1129 of the Bankruptcy Code. All holders of Claims and Equity Interests that  
6 are entitled to vote are encouraged to read the Plan in its entirety as well as the Disclosure  
7 Statement, which was approved by the Bankruptcy Court on \_\_\_\_\_, 2015 (the  
8 “Disclosure Statement”), which discusses the Debtor’s business operations, history financial  
9 results, and future financial projections. The Disclosure Statement also includes a summary and  
10 analysis of this Plan and additional information concerning the classification and treatment of the  
11 Claims and Interests provided herein.

12 **I. DEFINED TERMS AND RULES OF INTERPRETATION**

13 **A. Defined Terms.**

14 Administrative Claim: A Claim for costs and expenses of administration pursuant to  
15 Bankruptcy Code sections 503(b), 507(a)(2), 507(b), or 1114(e)(2), including, without limitation:  
16 (a) the actual and necessary costs and expenses of the Estates incurred after the Petition Date; (b)  
17 Allowed Professional Claims; and (c) all fees and charges assessed against the Estates pursuant to  
18 section 1930 of chapter 123 of title 28 of the United States Code.

19 Administrative Claim Bar Date: The deadline for filing requests for payment of  
20 Administrative Claims, which shall be thirty (30) days after the Effective Date, unless otherwise  
21 ordered by the Bankruptcy Court, except with respect to Professional Claims, which shall be  
22 subject to the provisions of Article III.B.

23 Affiliate: As defined at section 101(2) of the Bankruptcy Code.

24 Allowed: Except as otherwise provided herein: (a) a Claim or Interest that is (i) listed in  
25 the Schedules as of the Effective Date as not disputed, not contingent, and not unliquidated, or (ii)  
26 evidenced by a valid Proof of Claim filed by the applicable Bar Date and as to which the Debtor,  
27 or other parties in interest have not filed an objection to the allowance thereof within the  
28 applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the  
Bankruptcy Court, or (b) a Claim that is Allowed pursuant to the Plan or any stipulation approved  
by, or Final Order of, the Bankruptcy Court.

Assets: All of the Debtors’ right, title and interest of any nature in property, wherever  
located, as specified in section 541 of the Bankruptcy Code.

Avoidance Actions: Any and all avoidance, recovery, subordination, or other actions or  
remedies that may be brought on behalf of the Debtor or its estate under the Bankruptcy Code or  
applicable non-bankruptcy law, including actions or remedies under Bankruptcy Code sections  
544, 547, 548, 550, 551, 552, or 553.

Ballot: The form of ballot provided to holders of Claims or Interests pursuant to  
Bankruptcy Rule 3017(d), by which each holder may accept or reject the Plan.

1           Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as may  
2 be amended from time to time.

3           Bankruptcy Court: The United States Bankruptcy Court for the District of Nevada having  
4 jurisdiction over the Chapter 11 Case and to the extent of the withdrawal of any reference under  
5 section 157 of title 28 of the United States Code and/or order of a district court pursuant to section  
6 157(a) of title 28 of the United States Code, the United States District Court for the District of  
7 Nevada.

8           Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure as applicable to the  
9 Chapter 11 Cases, and the general, local, and chambers rules of the Bankruptcy Court.

10           Business Day: Any day, other than a Saturday, Sunday, or a legal holiday, as defined in  
11 Bankruptcy Rule 9006(a).

12           Cash: The legal tender of the United States of America or the equivalent thereof,  
13 including bank deposits and checks.

14           Causes of Action: means all actions, causes of action (including Avoidance Actions),  
15 Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands,  
16 setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims,  
17 contribution claims or any other claims disputed or undisputed, suspected or unsuspected,  
18 foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law,  
19 equity or otherwise, based in whole or in part upon any act or omission or other event occurring  
20 prior to the Commencement Date or during the course of the Chapter 11 Case, including through  
21 the Effective Date.

22           Chapter 11 Case: The Chapter 11 case pending for the Debtor under Chapter 11 of the  
23 Bankruptcy Code before the Bankruptcy Court.

24           Claim: As defined in Bankruptcy Code section 101(5).

25           Claimant: The holder of a Claim.

26           Claims Bar Date: The last day for filing objections to Claims, which (with respect to any  
27 particular Claim) shall be the latest of: (A) one hundred eighty (180) days after the Effective  
28 Date; (B) ninety 90 days after the filing of a proof of claim or request for payment of an  
Administrative Claim; or (C) such later date as may be approved by order of the Bankruptcy  
Court.

Claims Objection Bar Date: For each Claim, the later of (a) 180 days after the Effective  
Date and (b) such other period of limitation as may be specifically fixed by an order of the  
Bankruptcy Court for objecting to such Claims; *provided, however*, that in no event shall the  
Claims Objection Bar Date be greater than 120 days after the Effective Date with respect to any  
General Unsecured Claim in Class 7.

Claims Register: The official register of Claims maintained by the Bankruptcy Court.

Class: A category of holders of Claims or Interests pursuant to Bankruptcy Code section  
1122(a).

1           Confirmation: The entry of the Confirmation Order on the docket of the Chapter 11 Case,  
2 subject to all conditions specified having been satisfied or waived.

3           Confirmation Date: The date upon which the Bankruptcy Court enters the Confirmation  
4 Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and  
5 9021.

6           Confirmation Hearing: The hearing before the Bankruptcy Court pursuant to Bankruptcy  
7 Code section 1128 on the motion for entry of the Confirmation Order.

8           Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant to  
9 section 1129 of the Bankruptcy Code.

10           Consummation: The occurrence of the Effective Date.

11           Creditor: As defined in Bankruptcy Code Section 101(10).

12           Disclosure Statement: The disclosure statement for the Plan, supplemented or modified  
13 from time to time, including all exhibits and schedules thereto, and as approved by the  
14 Bankruptcy Court pursuant to Bankruptcy Code section 1125.

15           Disputed Claim: Any Claim or Interest that is not yet Allowed.

16           Disallowed Claim: A Claim against the Debtor that: (a) is not listed on the Schedules, or  
17 is listed therein as contingent, unliquidated, disputed, or in an amount equal to zero, and whose  
18 holder has failed to timely File a proof of claim; or (b) has been disallowed pursuant to order of  
19 the Bankruptcy Court.

20           Distribution Agent: The Debtor or Reorganized Debtor shall serve as the Distribution  
21 Agent under the Plan.

22           Distribution Record Date: The date for determining which holders of Claims are eligible  
23 to receive distributions under the Plan, which shall be set by order of the Bankruptcy Court.

24           Effective Date: The date that is the first Business Day after the Confirmation Date on  
25 which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent to the  
26 Effective Date have been satisfied or waived.

27           Entity: As defined in Bankruptcy Code section 101(15).

28           Equity Interest: Any partnership, membership, or other equity interest in the Debtor.

Estate: The bankruptcy estate of the Debtor created pursuant to Bankruptcy Code  
Sections 301 and 541 upon the commencement of the Chapter 11 Case.

Executory Contract: A contract or lease to which one or more of the Debtors is a party  
that is subject to assumption or rejection under Bankruptcy Code sections 365 or 1123.

Fee Claim: A Claim by a Professional seeking an award by the Bankruptcy Court of  
compensation for services rendered or reimbursement of expenses incurred through and including

1 the Confirmation Date under Bankruptcy Code sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4)  
2 or 503(b)(5).

3 File: To file with the Bankruptcy Court or its authorized designee in this Chapter 11 Case

4 Final Decree: The decree contemplated under Bankruptcy Rule 3022.

5 Final Order: An order or judgment of the Bankruptcy Court or other court or competent  
6 jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified, or  
7 amended, and as to which the time to appeal or seek certiorari has expired and no appeal or  
8 petition for certiorari has been timely taken, or as to which any appeal that has been taken or any  
9 petition for certiorari that has been or may be filed has been resolved by the highest court to  
10 which the order or judgment was appealed or from which certiorari was sought; provided,  
11 however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure,  
12 or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules, may be filed  
13 relating to such order shall not prevent such order from being a Final Order.

14 Initial Distribution Date: The date that is as soon as practicable after the Effective Date  
15 but no later than thirty (30) days after the Effective Date, when distributions under the Plan shall  
16 commence.

17 Impaired: With respect to any Class of Claims or Interests, a Claim or Interest that is not  
18 Unimpaired.

19 Insider: As defined in Bankruptcy Code section 101(31).

20 Lien: As defined in Bankruptcy Code section 101(37).

21 New Membership Interests: The equity interest in the Reorganized Debtor to be  
22 authorized, issued, or reserved on the Effective Date pursuant to the Plan, which shall constitute  
23 all of the director or indirect equity of the Reorganized Debtor.

24 Painted Feather Lot: The residential real property located at 42 Painted Feather Way, Las  
25 Vegas, Nevada 89139.

26 Periodic Distribution Date: The Distribution Date, as to the first distribution made by the  
27 Distribution Agent, and thereafter, such Business Days as determined by the Distribution Agent.

28 Person: As defined in Bankruptcy Code section 101(41).

Petition Date: July 2, 2015.

Plan: The Plan Proponent's Chapter 11 plan as it may be altered, amended, modified, or  
supplemented from time to time, including the Plan Supplement and all exhibits, supplements,  
appendices, and schedules.

Plan Proponent: Kittusamy, LLP.

Priority Claim: Collectively, Priority Tax Claims and Other Priority Claims.



1 Priority Tax Claim: Any Claim of a Governmental Unit of the kind specified in  
2 Bankruptcy Code section 507(a)(8).

3 Professional: A professional: (a) employed in the Chapter 11 Cases pursuant to a Final  
4 Order in accordance with Bankruptcy Code sections 327 and 1103 and to be compensated for  
5 services rendered prior to or on the Effective Date, pursuant to Bankruptcy Code sections 327,  
328, 329, 330, and 331; or (b) for which compensation and reimbursement has been Allowed by  
the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

6 Professional Compensation: All accrued fees and expenses for services rendered by all  
7 Professionals through and including the Confirmation Date to the extent any such fees and  
8 expenses have not been paid and regardless of whether a fee application has been filed for such  
fees and expenses. To the extent there is a Final Order denying some or all of a Professional's  
fees or expenses, such denied amounts shall no longer be considered Professional Compensation.

9 Proof of Claim: A proof of Claim filed against the Debtor in the Chapter 11 Case.

10 Pro Rata: The proportion that an Allowed Claim in a particular Class bears to the  
11 aggregate amount of Allowed Claims in that Class, or the proportion that a holder's portion of an  
12 Allowed Claim of a particular Class bears to the aggregate Allowed Claim of that Class.

13 Rejection Damage Claim: A Claim against the Debtor arising under Bankruptcy Code  
14 section 365 from the rejection by the Debtor of an unexpired lease or executory contract  
Reorganized Debtor: The Debtor on and after the Effective Date, after giving effect to the Plan.

15 Reorganized Debtor: The Debtor, or any successor thereto, by merger, consolidation or  
16 otherwise, on or after the Effective Date.

17 Schedules: The schedules of assets and liabilities, schedules of Executory Contracts and  
18 Unexpired Leases, and statements of financial affairs filed by the Debtor pursuant to section 521  
of the Bankruptcy Code and the Bankruptcy Rules.

19 Schedule of Assumed Agreements: The schedule of executory contracts and unexpired  
20 leases that the Debtor will assume on the Effective Date.

21 Schedule of Rejected Agreements: The schedule of executory contracts and unexpired  
22 leases that the Debtor will reject on the Effective Date.

23 Secured Claim: A Claim: (a) secured by a Lien on collateral to the extent of the value of  
24 such collateral, as determined in accordance with Bankruptcy Code section 506(a) or (b) subject  
to a valid right of setoff pursuant to Bankruptcy Code section 553.

25 Secured Tax Claim: Any Secured Claim that, absent its secured status, would be entitled  
26 to priority in right of payment under Bankruptcy Code section 507(a)(8) (determined irrespective  
of time limitations), including any related Secured Claim for penalties.

27 Unexpired Lease: A lease of nonresidential real property to which one or more of the  
28 Debtors is a party that is subject to assumption or rejection under Bankruptcy Code sections 365  
or 1123.

1            Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests  
2 that is unimpaired within the meaning of Bankruptcy Code section 1124.

3            U.S. Trustee: The Office of the United States Trustee for the District of Nevada.

4            U.S. Trustee Fees: Fees or charges assessed against the Estate pursuant to 28 U.S.C. §  
5 1930.

6            Voting Deadline: That date which shall be the final date by which a holder of a Claim  
7 may vote to accept or reject the Plan, which date is set forth in the Solicitation Procedures Order.

8            Voting Record Date: That date for determining which holders of Claims are entitled to  
9 vote to accept or reject the Plan.

10           **B. Rules of Construction.**

11           1. The rules of construction in Bankruptcy Code section 102 apply to this Plan to the  
12 extent not inconsistent herewith.

13           2. Bankruptcy Rule 9006(a) applies when computing any time period under the Plan.

14           3. A term that is used in this Plan and that is not defined in this Plan has the meaning  
15 attributed to that term, if any, in the Bankruptcy Code or the Bankruptcy Rules.

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

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

20           6. Any reference to a document or instrument being in a particular form or on  
21 particular terms means that the document or instrument will be substantially in that form or on  
22 those terms. No material change to the form or terms may be made after the Confirmation Date  
23 without the consent of any party materially negatively affected.

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

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

28           9. Unless otherwise specified, all references to Sections or Exhibits are references to  
this Plan’s Sections or Exhibits.

          10. The words “herein,” “hereto,” “hereunder,” and other words of similar import refer  
to this Plan in its entirety rather than to only a particular portion hereof.

## II. ADMINISTRATIVE AND PRIORITY TAX CLAIMS

### A. Administrative Claims.

Each holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Claim in Cash (a) on or as soon as reasonably practicable after the Effective Date, (b) if such Claim is Allowed after the Effective Date, on or as soon as reasonably practicable after the date such Claim is Allowed, or (c) upon such other terms as may be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and such holder or otherwise upon an order of the Bankruptcy Court; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred by the Debtor in the ordinary course of business during the Chapter 11 Case, other than those liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims, shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents related to such transactions, and holders of claims related to such ordinary course liabilities are not required to File or serve any request for payment of such Administrative Claims.

#### 1. Bar Date for Administrative Claims.

Except as otherwise provided in this Article II.A hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Reorganized Debtor pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 45 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims, including, without limitation, holders of Claims for liabilities constituting or relating to commercial tort claims or patent, trademark or copyright infringement claims who assert that such claims constitute Administrative Claims, that do not File and serve such a request by the applicable Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtor or the Reorganized Debtor or their Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Reorganized Debtor and the requesting party by the later of (a) 120 days after the Effective Date and (b) 60 days after the Filing of the applicable request for payment of Administrative Claims, if applicable, as the same may be modified or extended from time to time by the Bankruptcy Court and/or on motion of a party in interest approved by the Bankruptcy Court.

#### 2. Professional Compensation and Reimbursement Claims.

Retained Professionals or other Entities asserting a Fee Claim for services rendered before the Confirmation Date must File and serve on the Reorganized Debtor and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date; *provided* that the Reorganized Debtor shall pay Retained Professionals or other Entities in the ordinary course of business for any work performed after the Confirmation Date. Objections to any Fee Claim must be Filed and served on the Reorganized Debtor and the requesting party by 14 days after the Filing of the applicable request for payment of the Fee Claim. To the extent necessary, the Confirmation Order shall amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

1 Each holder of an Allowed Fee Claim shall be paid by the Reorganized Debtor in Cash within  
2 five (5) Business Days of entry of the order approving such Allowed Fee Claim.

3 **B. Priority Tax Claims.**

4 Each holder of an Allowed Priority Tax Claim due and payable on or prior to the  
5 Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on  
6 account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax  
7 Claim; (2) Cash in an amount agreed to by the Debtor or Reorganized Debtor, as applicable, and  
8 such holder; *provided, however*, that such parties may further agree for the payment of such  
9 Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtor, Cash in an  
10 aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a  
11 period not more than five years after the Commencement Date, plus simple interest at the rate  
12 required by applicable law on any outstanding balance from the Effective Date, or such lesser  
13 rate as is agreed to by a particular taxing authority, pursuant to section 1129(a)(9)(C) of the  
14 Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the  
15 Effective Date, such claim shall be paid in full in cash in accordance with the terms of any  
16 agreement between the Debtor and such holder, or as may be due and payable under applicable  
17 non-bankruptcy law or in the ordinary course of business. The Debtor does not have any Priority  
18 Tax Claims.

13 **III. DESIGNATION OF CLASSES AND TREATMENT OF CLAIMS**

14 **A. Summary of Classifications and Claims.**

15 This Section classifies Claims against the Debtor – except for Administrative Claims and  
16 Priority Tax Claims, which are not classified – for all purposes, including voting, confirmation,  
17 and distribution under the Plan. A Claim against the Debtor is classified in a particular Class only  
18 to the extent that the Claim falls within the Class description. To the extent that part of the Claim  
19 against the Debtor falls within a different Class description, the Claim is classified in that  
20 different Class. The following table summarizes the Classes of Claims under the Plan:

CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS
None	Administrative Claims and Priority Tax Claims	Unimpaired	Not Entitled to Vote
Class 1	Secured Claims of Wells Fargo and Meadows Bank – Loan #3301009	Impaired	Entitled to Vote
Class 2	Secured Claims of Bank of Nevada and Meadows Bank – Loan #7500023	Impaired	Entitled to Vote
Class 3	Secured Claims of General Electric Capital Corporation and Siemens Financial Services, Inc.	Impaired	Entitled to Vote
Class 4	Other Secured Claims	Impaired	Entitled to Vote

CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS
Class 5	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote
Class 6	Administrative Convenience Claims	Impaired	Entitled to Vote
Class 7	General Unsecured Claims	Impaired	Entitled to Vote
Class 8	Equity Interests	Unimpaired	Not Entitled to Vote

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NO DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON ACCOUNT OF ANY CLAIM AGAINST THE DEBTOR OR THE ESTATE THAT IS NOT AN ALLOWED CLAIM.**

The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and equitable rights (including any liens) that each entity holding a Claim may have against the Debtor or the Estate. This treatment supersedes and replaces any agreements or rights that any holder of a Claim may have with or against the Debtor, the Estate, or their respective property. All distributions in respect of Allowed Claims will be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes, and thereafter, to the remaining portion of such Allowed Claim, if any.

**B. Classification and Treatment of Claims and Equity Interests.**

**1. Class 1 (Secured Claims of Wells Fargo and Meadows Bank – Loan #3301009).**

Classification: Class 1 consists of the Secured Claims of Wells Fargo and Meadows Bank – Loan #3301009.

Treatment: The holders of Allowed Class 1 Claims shall be paid the full amount of the unpaid principal balances of their respective notes, exclusive of all default rate interest, late charges, and fees, amortized and paid over the remaining terms of the notes at the interest rates set forth therein. Any outstanding principal balance remaining at the end of the note terms shall be paid by the Debtor in one lump sum. Until paid in full, the holders of Allowed Class 1 Claims shall retain their respective security interests in their collateral with the same priority and position as existed prior to the Petition Date; however, such security interests shall not preclude the Reorganized Debtor from selling receivables arising from services provided to personal injury claimants provided that (i) the selling price is equal to or greater than the typical payment rates received from Medicare, Medicaid, and health insurance providers for similar services, (ii) the Reorganized Debtor does not retain any responsibility for collection of any sold receivable, and (iii) the Reorganized Debtor does not include any sold receivable as an asset in any financial report to any holder of an Allowed Class 1 Claim.

Voting: Class 1 is an Impaired Class, and holders of Class 1 Claims are entitled to vote to accept or reject the Plan.

1                   **2.     Class 2 (Secured Claims of Wells Fargo and Meadows Bank – Loan**  
2                   **#3301009).**

3                   Classification: Class 2 consists of the Secured Claims of Bank of Nevada and Meadows  
4 Bank – Loan #3301009, which are both secured by the Painted Feather Lot among other  
5 collateral.

6                   Treatment: The holders of Allowed Class 2 Claims shall be paid the full amount of the  
7 unpaid principal balances of their respective notes, exclusive of all default rate interest, late  
8 charges, and fees, upon the earlier of the sale of the Painted Feather Lot or the ninetieth (90<sup>th</sup>) day  
9 after the Effective Date. Until paid in full, the holders of Allowed Class 2 Claims shall retain  
10 their respective security interests in their collateral with the same priority and position as existed  
11 prior to the Petition Date; however, such security interests shall not preclude the Reorganized  
12 Debtor from selling receivables arising from services provided to personal injury claimants  
13 provided that (i) the selling price is equal to or greater than the typical payment rates received  
14 from Medicare, Medicaid, and health insurance providers for similar services, (ii) the  
15 Reorganized Debtor does not retain any responsibility for collection of any sold receivable, and  
16 (iii) the Reorganized Debtor does not include any sold receivable as an asset in any financial  
17 report to any holder of an Allowed Class 2 Claim.

18                   Voting: Class 2 is an Impaired Class, and holders of Class 2 Claims are entitled to vote to  
19 accept or reject the Plan.

20                   **3.     Class 3 (Secured Claims of General Electric Capital Corporation and**  
21                   **Siemens Financial Services, Inc.).**

22                   Classification: Class 3 consists of the Secured Claims of General Electric Capital  
23 Corporation and Siemens Financial Services, Inc.

24                   Treatment: The holders of Allowed Class 3 Claims shall be paid the secured portion of  
25 their respective Claims (i.e., the fair market value of their respective collateral as determined by  
26 the Bankruptcy Court) in sixty (60) equal monthly payments of principal and interest amortized  
27 over a five (5) year period at an annual interest rate of 5.0%. Until paid in full, the holders of  
28 Allowed Class 3 Claims shall retain their respective security interests in their collateral with the  
same priority and position as existed prior to the Petition Date. The unsecured portion, if any, of  
any Claim asserted by the holder of any Allowed Class 3 Claim shall be classified as a Class 7  
General Unsecured Claim and entitled to the treatment provided for such Claims under the Plan.

Voting: Class 3 is an Impaired Class, and holders of Class 3 Claims are entitled to vote to  
accept or reject the Plan.

**4.     Class 4 (Other Secured Claims).**

Classification: Class 4 consists of all other Secured Claims against the Estate.

Treatment: The holders of Allowed Class 4 Claims shall be paid the full amount of the  
unpaid principal balances of such Claims, exclusive of all default rate interest, late charges, and  
fees, upon the terms and conditions and at the interest rates set forth in their respective financing  
agreements; provided, however, that all unpaid principal and non-default rate interest accrued

1 prior the Petition Date shall be paid on the ninetieth (90<sup>th</sup>) day after the Effective Date of the Plan.  
2 Until paid in full, the holders of Allowed Class 4 Claims shall retain their respective security  
3 interests in their collateral with the same priority and position as existed prior to the Petition Date.

4 Voting: Class 4 is an Impaired Class, and holders of Class 4 Claims are entitled to vote to  
5 accept or reject the Plan.

#### 6 **5. Class 5 (Priority Non-Tax Claims).**

7 Classification: Class 5 consists of priority non-tax Claims against the Debtor under  
8 Sections 507 and 1129(a)(9) of the Bankruptcy Code.

9 Treatment: The legal, equitable and contractual rights of the holders of Allowed Class 5  
10 Claims are unaltered. Except to the extent that a holder of an Allowed Class 5 Claim has been  
11 paid by the Debtor prior to the Effective Date of this Plan or otherwise agrees to different  
12 treatment, each holder of an Allowed Class 5 Claim shall receive, in full and final satisfaction of  
13 such Allowed Class 5 Claim, payment in full in cash (i) on the Effective Date, or (ii) such other  
14 date as may be ordered by the Bankruptcy Court.

15 Voting: Class 5 is an Unimpaired Class, and is deemed to have accepted the Plan pursuant  
16 to section 1126(f) of the Bankruptcy Code. Therefore, the holders of Class 5 Claims are not  
17 entitled to vote to accept or reject the Plan.

#### 18 **6. Class 6 (Administrative Convenience Claims).**

19 Classification: Class 6 consists of all Allowed Administrative Convenience Claims,  
20 which include all unsecured Allowed Claims against the Debtor in amounts of \$2,500.00 or less.

21 Treatment: The holders of Allowed Class 3 General Unsecured Administrative  
22 Convenience Claims will be paid the full amount of their Allowed Class 3 Claims, without  
23 interest, on the ninetieth (90<sup>th</sup>) day after the Effective Date.

24 Voting: Class 6 is an Impaired Class, and holders of Class 6 Claims are entitled to vote to  
25 accept or reject the Plan.

#### 26 **7. Class 7 (General Unsecured Claims).**

27 Classification: Class 7 consists of all General Unsecured Claims.

28 Treatment: The holders of Allowed Class 7 General Unsecured Claims will be paid the  
full principal amount of such Claims without interest over a projected period of five (5) years in  
quarterly payments beginning on the last Business Day of the first quarter that begins ninety (90)  
days after the Effect Date.

Voting: Class 7 is an Impaired Class, and holders of Class 7 Claims are entitled to vote to  
accept or reject the Plan.

#### **8. Class 8 (Equity Interests in the Debtor).**

Classification: Class 8 consists of all Equity Interests in the Debtor.

1           Treatment: On the Effective Date, the Debtor's Equity Interest Holders shall retain their  
2 Equity Interests in the Debtor.

3           Voting: Holders of Class 8 Equity Interests are unimpaired, are deemed to have accepted  
4 this Plan, and are not entitled to vote on this Plan.

#### 5                                   **IV. ACCEPTANCE OR REJECTION OF THE PLAN**

##### 6                   **A. Deemed Acceptance of the Plan.**

7           Classes 5 and 8 are Unimpaired under the Plan; therefore such Classes are deemed to have  
8 accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

##### 9                   **B. Voting Classes.**

10           Each holder of an Allowed Claim as of the Record Date in each of the Voting Classes  
11 (Classes 1, 2, 3, 4, 6, and 7) shall be entitled to vote to accept or reject the Plan.

##### 12                   **C. Acceptance by Impaired Classes of Claims.**

13           Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in  
14 section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted the Plan if the  
15 holders of at least two-thirds in dollar amount and more than one-half in number of the Allowed  
16 Claims in such Class actually voting have voted to accept the Plan.

##### 17                   **D. Cramdown.**

18           The Debtor requests Confirmation of the Plan under section 1129(b) of the Bankruptcy  
19 Code with respect to any Impaired Class that does not accept the Plan pursuant to section 1126 of  
20 the Bankruptcy Code. The Debtor reserves the right to modify the Plan to the extent, if any, that  
21 Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

##### 22                   **E. Elimination of Vacant Classes.**

23           Any Class of Claims that is not occupied as of the date of commencement of the  
24 Confirmation Hearing by the holder of an Allowed Claim or a Claim temporarily Allowed under  
25 Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be  
26 deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for  
27 purposes of determining acceptances or rejection of the Plan by such Class pursuant to section  
28 1129(a)(8) of the Bankruptcy Code.

#### 29                                   **V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

##### 30                   **A. Assumption of Executory Contracts and Unexpired Leases.**

##### 31                    **1. Assumption of Agreements.**

32           On the Effective Date, the Reorganized Debtor shall assume all executory contracts and  
33 unexpired leases of the Debtor listed on the Schedule of Assumed Agreements.



1 The Debtor reserves the right to amend the Schedule of Assumed Agreements at any time  
2 prior to the Effective Date to: (a) delete any executory contract or unexpired lease and provide for  
3 its rejection under the Plan or otherwise, or (b) add any executory contract or unexpired lease and  
4 provide for its assumption under the Plan. The Debtor will provide notice of any amendment to  
the Schedule of Assumed Agreements to the party or parties to the agreement affected by the  
amendment.

5 The Confirmation Order will constitute a Court order approving the assumption, on the  
6 Effective Date, of all executory contracts and unexpired leases identified on the Schedule of  
Assumed Agreements.

## 7 **2. Cure Payments.**

8 Any amount that must be paid under Bankruptcy Code section 365(b)(1) to cure a default  
9 under and compensate the non-debtor party to an executory contract or unexpired lease to be  
10 assumed under the Plan, is identified as the Cure Payment on the Schedule of Assumed  
11 Agreements. Unless the parties mutually agree to a different date, such payment shall be made in  
12 cash, 10 days following the later of: (i) the Effective Date and (ii) entry of a Final Order resolving  
13 any dispute regarding (a) the amount of any Cure Payment, (b) the ability of the Reorganized  
Debtor to provide “adequate assurance of future performance” within the meaning of Bankruptcy  
Code section 365 with respect to a contract or lease to be assumed, to the extent required, and/or  
(c) any other matter pertaining to assumption.

14 Pending the Court’s ruling on any such dispute, the executory contract or unexpired lease  
15 at issue shall be deemed assumed by the Reorganized Debtor unless otherwise agreed by the  
parties or ordered by the Court.

## 16 **3. Objections to Assumption/Cure Payment Amounts.**

17 Any entity that is a party to an executory contract or unexpired lease that will be assumed  
18 under the Plan and that objects to such assumption (including the proposed Cure Payment) must  
19 file with the Court and serve upon parties entitled to notice a written statement and supporting  
20 declaration stating the basis for its objection. This statement and declaration must be Filed and  
21 served by the deadline fixed by the Court for such objection. Any entity that fails to timely File  
and serve such a statement and declaration will be deemed to waive any and all objections to the  
proposed assumption (including the proposed Cure Payment) of its contract or lease.

22 In the absence of a timely objection by an entity that is a party to an executory contract or  
23 unexpired lease, the Confirmation Order shall constitute a conclusive determination as to the  
24 amount of any cure and compensation due under the executory contract or unexpired lease, and  
that the Reorganized Debtor has demonstrated adequate assurance of future performance with  
respect to such executory contract or unexpired lease, to the extent required.

## 25 **4. Resolution of Claims Relating to Contracts and Leases.**

26 Payment of the Cure Payment established under the Plan, by the Confirmation Order or by  
27 any other order of the Court, with respect to an assumed executory contract or unexpired lease,  
28 shall be deemed to satisfy, in full, any prepetition or postpetition arrearage or other Claim against  
the Debtor (including any asserted in a Filed proof of claim or listed in the Schedules) with

1 respect to such contract or lease (irrespective of whether the Cure Payment is less than the amount  
2 set forth in such proof of Claim or the Schedules). Upon the tendering of the Cure Payment, any  
3 such Filed or scheduled Claim shall be disallowed, without further order of the Court or action by  
4 any party.

4 **B. Rejections of Executory Contracts and Unexpired Leases.**

5 **1. Rejected Agreements.**

6 On the Effective Date, all executory contracts and unexpired leases that (i) have not been  
7 previously assumed or rejected and (ii) that are not set forth on the Schedule of Assumed  
8 Agreements, (including all executory contracts and unexpired leases set forth on the Schedule of  
9 Rejected Agreements) shall be rejected. For the avoidance of doubt, executory contracts and  
10 unexpired leases that have been previously assumed or assumed and assigned pursuant to an order  
of the Court shall not be affected by the Plan. The Confirmation Order will constitute a Court  
order approving the rejection, on the Effective Date, of the executory contracts and unexpired  
leases to be rejected under the Plan.

11 **2. Bar Date for Rejection Damage Claims.**

12 Any Rejection Damage Claim or other Claim against the Debtor for damages arising from  
13 the rejection under the Plan of an executory contract or unexpired lease must be Filed and served  
14 upon counsel to the Reorganized Debtor within 30 days after the mailing of notice of the  
15 occurrence of the Effective Date. Any such Claims that are not timely Filed and served will be  
16 forever barred and unenforceable against the Debtor, the Reorganized Debtor, the Estate, and their  
17 respective property, and entities holding such Claims will be barred from receiving any  
18 distributions under the Plan on account of such untimely Claims.

17 **3. Postpetition Contracts and Leases.**

18 Except as expressly provided in the Plan or the Confirmation Order, all contracts, leases,  
19 and other agreements that the Debtor entered into after the Petition Date will be retained by the  
Reorganized Debtor and will remain in full force and effect following the Effective Date.

20 **VI. MEANS OF EXECUTION AND IMPLEMENTATION OF THE PLAN**

21 **A. Means of Effectuating the Plan.**

22 **1. Funding for the Plan.**

23 The funds necessary to ensure the Reorganized Debtor's continuing performance under  
24 the Plan after the Effective Date will be obtained from: (i) cash on hand; (ii) the proceeds from  
25 the sale of the Painted Feather Lot; (iii) collection of accounts receivable; (iv) cash generated  
26 from post-Effective Date operations of the Reorganized Debtor; (v) any reserves established by  
the Debtor; and (vi) any other contributions or financing (if any) that the Debtor may obtain on or  
after the Effective Date.

27 **2. New Corporate Existence.**

28 The Debtor shall continue to exist after the Effective Date as a separate corporate entity

1 or limited liability partnership, with all the powers of a corporation or limited liability  
2 partnership pursuant to laws of the State of Nevada and pursuant to the certificate of  
3 incorporation and bylaws (or other formation documents) in effect prior to the Effective Date,  
4 except to the extent such certificate of incorporation or bylaws (or other formation documents)  
5 are amended by or in connection with the Plan or otherwise and, to the extent such documents  
6 are amended, such documents are deemed to be authorized pursuant hereto and without the need  
7 for any other approvals, authorizations, actions or consents.

### 3. Vesting of Assets.

8 Except as otherwise provided herein or in any agreement, instrument or other document  
9 relating thereto, on or after the Effective Date, all property of the Estate (including, without  
10 limitation, Causes of Action) and any property acquired by the Debtor pursuant hereto shall vest  
11 in the Reorganized Debtor, free and clear of all liens, Claims, charges or other encumbrances.  
12 Except as may be provided herein, on and after the Effective Date, the Reorganized Debtor may  
13 operate its business and may use, acquire or dispose of property and compromise or settle any  
14 Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of  
15 the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the  
16 Plan and the Confirmation Order. Without limiting the foregoing, the Reorganized Debtor shall  
17 pay the charges that it incurs after the Effective Date for Retained Professionals' fees,  
18 disbursements, expenses or related support services (including reasonable fees relating to the  
19 preparation of Retained Professional fee applications) without application to the Bankruptcy  
20 Court.

### 4. Issuance and Distribution of New Equity Interests.

21 On or immediately after the Effective Date, the Reorganized Debtor shall issue or reserve  
22 for issuance all securities required to be issued pursuant hereto. The New Equity Interests issued  
23 under the Plan are issued under Section 1145 of the Bankruptcy Code and will be freely tradable,  
24 subject to any applicable restrictions of the federal and state securities laws. All of the New  
25 Equity Interests issued pursuant to the Plan shall be duly authorized, validly issued and, if  
26 applicable, fully paid and non-assessable. Each distribution and issuance referred to in Article  
27 VII hereof shall be governed by the terms and conditions set forth herein applicable to such  
28 distribution or issuance and by the terms and conditions of the instruments evidencing or relating  
to such distribution or issuance, which terms and conditions shall bind each Entity receiving such  
distribution or issuance.

### 5. Securities Registration Exemption.

The New Equity Interests to be issued to the Debtor's Equity Interest holders will be  
issued without registration under the Securities Act or any similar federal, state or local law in  
reliance upon the exemptions set forth in section 1145 of the Bankruptcy Code.

### 6. Certificate of Incorporation and Bylaws.

The certificates of incorporation and bylaws (or other formation documents relating to  
limited liability partnerships) of the Debtor shall be amended as may be required to be consistent  
with the provisions of the Plan and the Bankruptcy Code or as otherwise required by, and in a  
form reasonably acceptable to the Reorganized Debtor. On or as soon as reasonably practicable

1 after the Effective Date, the Reorganized Debtor shall file a new certificate of incorporation or  
2 organization with the secretary of state (or equivalent state officer or entity), which, as required  
3 by section 1123(a)(6) of the Bankruptcy Code, shall prohibit the issuance of non-voting  
4 securities. After the Effective Date, the Reorganized Debtor may file a new, or amend and  
restate its existing, certificate of incorporation, charter and other constituent documents as  
permitted by the relevant state corporate law.

5 **7. Effectuating Documents; Further Transactions; Exemption from**  
6 **Certain Transfer Taxes.**

7 The Debtor or the Reorganized Debtor, as applicable, may take all actions to execute,  
8 deliver, file or record such contracts, instruments, releases and other agreements or documents  
9 and take such actions as may be necessary or appropriate to effectuate and implement the  
10 provisions of the Plan, including, without limitation, the distribution of the securities to be issued  
11 pursuant hereto in the name of and on behalf of the Reorganized Debtor, without the need for  
any approvals, authorizations, actions or consents except for those expressly required pursuant  
hereto. The secretary and any assistant secretary of the Debtor shall be authorized to certify or  
attest to any of the foregoing actions.

12 Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant  
13 to the Plan that would otherwise require approval of the shareholders, directors or members of  
14 the Debtor shall be deemed to have been so approved and shall be in effect prior to, on or after  
15 the Effective Date (as appropriate) pursuant to applicable law and without any requirement of  
further action by the shareholders, directors, managers or partners of the Debtor, or the need for  
any approvals, authorizations, actions or consents.

16 Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant  
17 hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in  
18 the United States, and the Confirmation Order shall direct the appropriate state or local  
19 governmental officials or agents to forgo the collection of any such tax or governmental  
20 assessment and to accept for filing and recordation instruments or other documents pursuant to  
such transfers of property without the payment of any such tax or governmental assessment.  
Such exemption specifically applies, without limitation, to all documents necessary to evidence  
and implement the provisions of and the distributions to be made under the Plan, including the  
issuance of New Membership Interests.

21 **VII. DISTRIBUTIONS UNDER THE PLAN**

22 **A. Distributions for Claims Allowed as of the Effective Date.**

23 Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant  
24 parties, the Reorganized Debtor shall make initial distributions under the Plan on account of  
25 Claims Allowed before the Effective Date on or as soon as practicable after the Initial  
26 Distribution Date; *provided, however*, that payments on account of General Unsecured Claims  
27 that become Allowed Claims on or before the Effective Date may commence on the Effective  
28 Date.

1           **B.       Distributions on Account of Claims Allowed After the Effective Date.**

2                   **1.       Payments and Distributions on Disputed Claims.**

3           Except as otherwise provided in the Plan, a Final Order or as agreed to by the relevant  
4 parties, distributions under the Plan on account of a Disputed Claim that becomes an Allowed  
5 Claim after the Effective Date shall be made on the first Periodic Distribution Date after the  
6 Disputed Claim becomes an Allowed Claim.

6                   **2.       Special Rules for Distributions to Holders of Disputed Claims.**

7           Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to  
8 by the relevant parties no partial payments and no partial distributions shall be made with respect  
9 to a Disputed Claim until all such disputes in connection with such Disputed Claim have been  
10 resolved by settlement or Final Order. In the event that there are Disputed Claims requiring  
11 adjudication and resolution, the Reorganized Debtor shall establish appropriate reserves for  
12 potential payment of such Claims.

11           **C.       Delivery and Distributions and Undeliverable or Unclaimed Distributions.**

12                   **1.       Record Date for Distributions.**

13           On the Distribution Record Date, the Claims Register shall be closed and any party  
14 responsible for making distributions shall instead be authorized and entitled to recognize only  
15 those holders of Claims listed on the Claims Register as of the close of business on the  
16 Distribution Record Date. If a Claim is transferred twenty (20) or fewer days before the  
17 Distribution Record Date, the Distribution Agent shall make distributions to the transferee only  
18 to the extent practical and, in any event, only if the relevant transfer form contains an  
19 unconditional and explicit certification and waiver of any objection to the transfer by the  
20 transferor.

18                   **2.       Delivery of Distributions in General.**

19           Except as otherwise provided herein, the Debtor or the Reorganized Debtor, as  
20 applicable, shall make distributions to holders of Allowed Claims at the address for each such  
21 holder as indicated on the Debtor' records as of the date of any such distribution; *provided,*  
22 *however,* that the manner of such distributions shall be determined at the discretion of the Debtor  
23 or the Reorganized Debtor, as applicable; and *provided further,* that the address for each holder  
24 of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by  
25 that holder.

24                   **3.       Distributions by Distribution Agents.**

25           The Debtor and the Reorganized Debtor, as applicable, shall have the authority, in their  
26 sole discretion, to enter into agreements with one or more Distribution Agents to facilitate the  
27 distributions required hereunder. As a condition to serving as a Distribution Agent, a Distribution  
28 Agent must (a) affirm its obligation to facilitate the prompt distribution of any documents, (b)  
affirm its obligation to facilitate the prompt distribution of any recoveries or distributions  
required hereunder and (c) waive any right or ability to setoff, deduct from or assert any lien or

1 encumbrance against the distributions required hereunder that are to be distributed by such  
2 Distribution Agent.

3 The Distribution Agents, and their respective agents, employees, officers, directors,  
4 professionals, attorneys, accountants, advisors, representatives and principals (collectively, the  
5 “Indemnified Parties”) shall be indemnified and held harmless by the Debtor and the  
6 Reorganized Debtor, to the fullest extent permitted by law for any losses, claims, damages,  
7 liabilities and expenses, including, without limitation, reasonable attorneys’ fees, disbursements  
8 and related expenses which the Indemnified Parties may incur or to which the Indemnified  
9 Parties may become subject in connection with any action, suit, proceeding or investigation  
10 brought or threatened against one or more of the Indemnified Parties on account of the acts or  
11 omissions of the Distribution Agents solely in their capacity as such; provided, however, that the  
12 Debtor and the Reorganized Debtor shall not be liable to indemnify any Indemnified Party for  
13 any act or omission constituting gross negligence, fraud or reckless, intentional or willful  
14 misconduct. The foregoing indemnity in respect of any Indemnified Party shall survive the  
15 termination of such Indemnified Party from the capacity for which they are indemnified.

#### 11 **4. Minimum Distributions.**

12 Notwithstanding anything herein to the contrary, the Reorganized Debtor shall not be  
13 required to make distributions or payments of less than \$25 (whether Cash or otherwise) and  
14 shall not be required to make partial distributions or payments of fractions of dollars. Whenever  
15 any payment or distribution of a fraction of a dollar under the Plan would otherwise be called for,  
16 the actual payment or distribution will reflect a rounding of such fraction to the nearest whole  
17 dollar (up or down), with half dollars or less being rounded down.

18 No Distribution Agent shall have any obligation to make a distribution on account of an  
19 Allowed Claim if: (a) the aggregate amount of all distributions authorized to be made on the  
20 Periodic Distribution Date in question is or has an economic value less than \$5,000, unless such  
21 distribution is a final distribution; or (b) the amount to be distributed to the specific holder of an  
22 Allowed Claim on such Periodic Distribution Date does not constitute a final distribution to such  
23 holder and is or has an economic value less than \$25, which shall be treated as an undeliverable  
24 distribution under Article VII.C.5 below.

#### 20 **5. Undeliverable Distributions.**

##### 21 **a. Holding of Undeliverable Distributions.**

22 If any distribution to a holder of an Allowed Claim made in accordance herewith is  
23 returned to the Reorganized Debtor (or its Distribution Agent) as undeliverable, no further  
24 distributions shall be made to such holder unless and until the Reorganized Debtor (or their  
25 Distribution Agent) are notified in writing of such holder’s then current address, at which time  
26 all currently and due missed distributions shall be made to such holder on the next Periodic  
27 Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized  
28 Debtor, subject to Article VII.C.5(b) hereof, until such time as any such distributions become  
deliverable. Undeliverable distributions shall not be entitled to any additional interest, dividends  
or other accruals of any kind on account of their distribution being undeliverable.

1                                   **b. Failure to Claim Undeliverable Distributions.**

2           No later than 210 days after the Effective Date, the Reorganized Debtor shall File with  
3 the Bankruptcy Court a list of the holders of undeliverable distributions. This list shall be  
4 maintained and updated periodically in the sole discretion of the Reorganized Debtor for as long  
5 as the Chapter 11 Case stays open. Any holder of an Allowed Claim, irrespective of when a  
6 Claim becomes an Allowed Claim, that does not notify the Reorganized Debtor of such holder's  
7 then current address in accordance herewith within the latest of (i) one year after the Effective  
8 Date, (ii) 60 days after the attempted delivery of the undeliverable distribution and (iii) 180 days  
9 after the date such Claim becomes an Allowed Claim shall have its Claim for such undeliverable  
10 distribution discharged and shall be forever barred, estopped and enjoined from asserting any  
11 such Claim against the Reorganized Debtor or their property. In such cases, (i) any Cash held for  
12 distribution on account of Allowed Claims shall be redistributed to holders of Allowed Claims in  
13 the applicable Class on the next Periodic Distribution Date and (ii) any Cash held for distribution  
14 to other creditors shall be deemed unclaimed property under section 347(b) of the Bankruptcy  
15 Code and become property of the Reorganized Debtor, free of any Claims of such holder with  
16 respect thereto. Nothing contained herein shall require the Reorganized Debtor to attempt to  
17 locate any holder of an Allowed Claim.

18                                   **c. Failure to Present Checks.**

19           Checks issued by the Distribution Agent on account of Allowed Claims shall be null and  
20 void if not negotiated within 180 days after the issuance of such check. In an effort to ensure that  
21 all holders of Allowed Claims receive their allocated distributions, no later than 180 days after  
22 the issuance of such checks, the Reorganized Debtor shall File with the Bankruptcy Court a list  
23 of the holders of any un-negotiated checks. This list shall be maintained and updated periodically  
24 in the sole discretion of the Reorganized Debtor for as long as the Chapter 11 Case stay open.  
25 Requests for reissuance of any check shall be made directly to the Distribution Agent by the  
26 holder of the relevant Allowed Claim with respect to which such check originally was issued.  
27 Any holder of an Allowed Claim holding an un-negotiated check that does not request reissuance  
28 of such un-negotiated check within 240 days after the date of mailing or other delivery of such  
check shall have its Claim for such un-negotiated check discharged and be discharged and  
forever barred, estopped and enjoined from asserting any such Claim against the Reorganized  
Debtor or its property. In such cases, any Cash held for payment on account of such Claims shall  
be property of the Reorganized Debtor, free of any Claims of such holder with respect thereto.  
Nothing contained herein shall require the Reorganized Debtor to attempt to locate any holder of  
an Allowed Claim.

29                                   **D. Compliance with Tax Requirements/Allocations.**

30           In connection with the Plan, to the extent applicable, the Reorganized Debtor shall  
31 comply with all tax withholding and reporting requirements imposed on them by any  
32 governmental unit, and all distributions pursuant hereto shall be subject to such withholding and  
33 reporting requirements. Notwithstanding any provision in the Plan to the contrary, the  
34 Reorganized Debtor and the Distribution Agent shall be authorized to take all actions necessary  
35 or appropriate to comply with such withholding and reporting requirements, including  
36 liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to  
37 pay applicable withholding taxes, withholding distributions pending receipt of information  
38 necessary to facilitate such distributions or establishing any other mechanisms they believe are

1 reasonable and appropriate. The Reorganized Debtor reserves the right to allocate all  
2 distributions made under the Plan in compliance with all applicable liens and encumbrances.

3 For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be  
4 allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid  
5 interest that accrued on such Claims.

6 **E. Timing and Calculation of Amounts to Be Distributed.**

7 On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Effective  
8 Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably  
9 practicable thereafter), each holder of an Allowed Claim against the Debtor shall receive the full  
10 amount of the distributions that the Plan provides for Allowed Claims in the applicable Class.  
11 Except as otherwise provided herein, holders of Claims shall not be entitled to interest, dividends  
12 or accruals on the distributions provided for herein, regardless of whether such distributions are  
13 delivered on or at any time after the Effective Date.

14 **F. Setoffs.**

15 The Debtor and the Reorganized Debtor may withhold (but not setoff except as set forth  
16 below) from the distributions called for hereunder on account of any Allowed Claim an amount  
17 equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtor or  
18 the Reorganized Debtor may hold against the holder of any such Allowed Claim. In the event  
19 that any such claims, equity interests, rights and Causes of Action of any nature that the Debtor  
20 or the Reorganized Debtor may hold against the holder of any such Allowed Claim are  
21 adjudicated by Final Order or otherwise resolved, the Debtor may, pursuant to section 553 of the  
22 Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the  
23 distributions to be made pursuant hereto on account of such Allowed Claim (before any  
24 distribution is made on account of such Allowed Claim), the amount of any adjudicated or  
25 resolved claims, equity interests, rights and Causes of Action of any nature that the Debtor or the  
26 Reorganized Debtor may hold against the holder of any such Allowed Claim, but only to the  
27 extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the  
28 allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the  
Reorganized Debtor of any such claims, equity interests, rights and Causes of Action that the  
Debtor or the Reorganized Debtor may possess against any such holder, except as specifically  
provided herein.

22 **VIII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND  
23 DISPUTED CLAIMS**

24 **A. Resolution of Disputed Claims.**

25 **1. Allowance of Claims.**

26 After the Effective Date, the Reorganized Debtor shall have and shall retain any and all  
27 rights and defenses that the Debtor had with respect to any Claim, except with respect to any  
28 Claim deemed Allowed under the Plan. Except as expressly provided in the Plan or in any order  
entered in the Chapter 11 Case prior to the Effective Date (including, without limitation, the  
Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is



1 deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a  
2 Final Order, including, without limitation, the Confirmation Order, in the Chapter 11 Case  
3 allowing such Claim. All settled claims approved prior to the Effective Date pursuant to a Final  
4 Order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 or otherwise shall be binding  
5 on all parties.

6  
7  
8  
9  
10  
11 **2. Prosecution of Objections to Claims.**

12 After the Confirmation Date the Debtor or the Reorganized Debtor, as applicable, shall  
13 have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate  
14 to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or  
15 otherwise; provided, however, this provision shall not apply to Fee Claims. From and after the  
16 Effective Date, the Reorganized Debtor may settle or compromise any Disputed Claim without  
17 any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized  
18 Debtor shall have the sole authority to administer and adjust the Claims Register to reflect any  
19 such settlements or compromises without any further notice to or action, order or approval of the  
20 Bankruptcy Court.

21 **3. Claims Estimation.**

22 After the Confirmation Date the Debtor or the Reorganized Debtor, as applicable, may, at  
23 any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to  
24 applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law,  
25 including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the  
26 Debtor or the Reorganized Debtor has previously objected to such Claim or whether the  
27 Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain  
28 jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim  
or unliquidated Claim, including during the litigation concerning any objection to any Claim or  
during the pendency of any appeal relating to any such objection. Notwithstanding any provision  
otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is  
subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at  
zero dollars, unless otherwise ordered by the Bankruptcy Court. All of the aforementioned  
Claims and objection, estimation and resolution procedures are cumulative and not exclusive of  
one another. Claims may be estimated and subsequently compromised, settled, withdrawn or  
resolved by any mechanism approved by the Bankruptcy Court.

21 **4. Expungement or Adjustment to Claims Without Objection.**

22 Any Claim that has been paid, satisfied or superseded may be expunged on the Claims  
23 Register by the Reorganized Debtor, and any Claim that has been amended may be adjusted  
24 thereon by the Reorganized Debtor, in both cases without a claims objection having to be Filed  
25 and without any further notice to or action, order or approval of the Bankruptcy Court.

26 **5. Deadline to File Objections to Claims.**

27 Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.  
28

1 **B. Disallowance of Claims.**

2 All Claims of any Entity from which property is sought by the Debtor or the Reorganized  
3 Debtor under section 542, 543, 550 or 553 of the Bankruptcy Code or that the Debtor or the  
4 Reorganized Debtor allege is a transferee of a transfer that is avoidable under section 522(f),  
5 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code shall be disallowed if (i) the  
6 Entity, on the one hand, and the Debtor or the Reorganized Debtor, on the other hand, agree or  
7 the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to  
8 turnover any property or monies under any of the aforementioned sections of the Bankruptcy  
9 Code and (ii) such Entity or transferee has failed to turnover such property by the date set forth  
10 in such agreement or Final Order.

11 **EXCEPT AS OTHERWISE AGREED, ANY AND ALL PROOFS OF CLAIM  
12 AND PROOFS OF INTEREST FILED AFTER THE APPLICABLE CLAIMS BAR  
13 DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE  
14 EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER  
15 OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH  
16 CLAIMS AND EQUITY INTERESTS MAY NOT RECEIVE ANY DISTRIBUTIONS ON  
17 ACCOUNT OF SUCH CLAIMS AND EQUITY INTERESTS, UNLESS SUCH LATE  
18 PROOF OF CLAIM OR EQUITY INTEREST IS DEEMED TIMELY FILED BY A  
19 BANKRUPTCY COURT ORDER ON OR BEFORE THE LATER OF (1) THE  
20 CONFIRMATION HEARING AND (2) 45 DAYS AFTER THE APPLICABLE CLAIMS  
21 BAR DATE.**

22 **C. Amendments to Claims.**

23 On or after the Effective Date, except as otherwise provided herein, a Claim may not be  
24 Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized  
25 Debtor, and, to the extent such prior authorization is not received, any such new or amended  
26 Claim Filed shall be deemed disallowed and expunged without any further notice to or action,  
27 order or approval of the Bankruptcy Court.

28 **IX. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF  
THE PLAN**

**A. Conditions Precedent to Confirmation.**

It shall be a condition to Confirmation hereof that all provisions, terms and conditions  
hereof are approved in the Confirmation Order.

**B. Conditions Precedent to Consummation.**

It shall be a condition to Consummation of the Plan that the following conditions shall  
have been satisfied or waived pursuant to the provisions of Article IX.C hereof.

1. The Plan and all Plan Supplement documents, including any amendments,  
modifications or supplements thereto, shall be reasonably acceptable to the Debtor.

1           2.       The Confirmation Order shall have been entered and become a Final Order in a  
2 form and in substance reasonably satisfactory to the Debtor. The Confirmation Order shall  
3 provide that, among other things, the Debtor or the Reorganized Debtor, as appropriate, is  
4 authorized and directed to take all actions necessary or appropriate to consummate the Plan,  
5 including, without limitation, entering into, implementing and consummating the contracts,  
6 instruments, releases, leases, indentures and other agreements or documents created in  
7 connection with or described in the Plan.

8           3.       All actions, documents, certificates and agreements necessary to implement this  
9 Plan shall have been effected or executed and delivered to the required parties and, to the extent  
10 required, Filed with the applicable governmental units in accordance with applicable laws.

11           **C.       Waiver of Conditions.**

12           The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in  
13 this Article IX may be waived by the Debtor without notice, leave or order of the Bankruptcy  
14 Court or any formal action other than proceeding to confirm or consummate the Plan.

15           **D.       Effect of Non Occurrence of Conditions to Consummation.**

16           If the Consummation of the Plan does not occur, the Plan shall be null and void in all  
17 respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a  
18 waiver or release of any claims by or Claims against or Equity Interests in the Debtor; (2)  
19 prejudice in any manner the rights of the Debtor, any holders or any other Entity; or (3)  
20 constitute an admission, acknowledgment, offer or undertaking by the Debtor, any holders or any  
21 other Entity in any respect.

22           **X.       SETTLEMENT RELEASE AND RELATED PROVISIONS**

23           **A.       Compromise and Settlement.**

24           Notwithstanding anything contained herein to the contrary, the allowance, classification  
25 and treatment of all Allowed Claims and their respective distributions and treatments hereunder,  
26 takes into account the relative priority and rights of the Claims and the Equity Interests in each  
27 Class in connection with any contractual, legal and equitable subordination rights relating thereto  
28 whether arising under general principles of equitable subordination, section 510(b) and (c) of the  
Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and  
equitable subordination rights, whether arising under general principles of equitable  
subordination, section 510(b) and (c) of the Bankruptcy Code or otherwise, relating to the  
allowance, classification and treatment of all Allowed Claims and their respective distributions  
and treatments hereunder are settled, compromised, terminated and released pursuant hereto.

          The Confirmation Order will constitute the Bankruptcy Court's finding and determination  
that the settlements reflected in the Plan are (1) in the best interests of the Debtor, its estate and  
all holders of Claims and Equity Interests, (2) fair, equitable and reasonable, (3) made in good  
faith and (4) approved by the Bankruptcy Court pursuant to section 363 of the Bankruptcy Code  
and Bankruptcy Rule 9019. The Confirmation Order shall approve the releases by all Entities of  
all such contractual, legal and equitable subordination rights or Causes of Action that are  
satisfied, compromised and settled pursuant hereto.

1 In accordance with the provisions of this Plan, including Article VIII hereof, and  
2 pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, without any further  
3 notice to or action, order or approval of the Bankruptcy Court, after the Effective Date (1) the  
4 Reorganized Debtor may, in its sole and absolute discretion, compromise and settle Claims  
against them and (2) the Reorganized Debtor may, in its sole and absolute discretion,  
compromise and settle Causes of Action against other Entities.

5 **B. Preservation of Rights of Action.**

6 **1. Maintenance of Causes of Action.**

7 Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date,  
8 the Reorganized Debtor shall retain all rights to commence, pursue, litigate or settle, as  
9 appropriate, any and all Causes of Action, whether existing as of the Commencement Date or  
thereafter arising, in any court or other tribunal including, without limitation, in an adversary  
proceeding Filed in the Chapter 11 Case.

10 **2. Preservation of All Causes of Action Not Expressly Settled or**  
11 **Released.**

12 Unless a claim or Cause of Action against a holder of a Claim or an Equity Interest or  
13 other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or  
14 any Final Order (including, without limitation, the Confirmation Order), the Debtor expressly  
15 reserves such claim or Cause of Action for later adjudication by the Debtor or the Reorganized  
16 Debtor (including, without limitation, claims and Causes of Action not specifically identified or  
17 of which the Debtor may presently be unaware or which may arise or exist by reason of  
18 additional facts or circumstances unknown to the Debtor at this time or facts or circumstances  
19 that may change or be different from those the Debtor now believe to exist) and, therefore, no  
20 preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral  
21 estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or  
laches shall apply to such claims or Causes of Action upon or after the Confirmation or  
Consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation  
Order, or any other Final Order (including, without limitation, the Confirmation Order). In  
addition, the Debtor and the Reorganized Debtor expressly reserve the right to pursue or adopt  
any claims alleged in any lawsuit in which the Debtor is a plaintiff, defendant or an interested  
party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such  
lawsuits.

22 **XI. EFFECT OF PLAN CONFIRMATION BINDING NATURE OF THE PLAN**

23 THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY  
24 INTERESTS AND INTERCOMPANY INTERESTS IN THE DEBTORS TO THE MAXIMUM  
25 EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR  
26 NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN  
27 PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN  
THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE  
PLAN OR VOTED TO REJECT THE PLAN.

1           **A.     Discharge Injunction.**

2           The rights afforded in the Plan and the treatment of all Claims shall be in exchange for  
3 and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever  
4 arising prior to the Effective Date against the Debtor and the Estate, including any interest  
5 accrued on such Claims from and after the Petition Date. Except as otherwise provided in the  
6 Plan or the Confirmation Order, on the Effective Date, (a) the Debtor, the Estate, the  
7 Reorganized Debtor and their respective property are discharged and released hereunder to the  
8 fullest extent permitted by Bankruptcy Code sections 524 and 1141 from all Claims and rights  
9 against them that arose before the Effective Date, including all debts, obligations, demands, and  
10 liabilities, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or  
11 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed  
12 Filed, (ii) a Claim based on such debt is allowed pursuant to Bankruptcy Code section 502, or  
13 (iii) the holder of a Claim based on such debt has or has not accepted the Plan; (b) any judgment  
14 underlying a Claim discharged hereunder is void; and (c) all entities are precluded from asserting  
15 against the Debtor, the Estate, the Reorganized Debtor and their respective property, any Claims  
16 or rights based upon any act or omission, transaction, or other activity of any kind or nature that  
17 occurred prior to the Effective Date.

18           Except as otherwise provided in the Plan or the Confirmation Order, on and after the  
19 Effective Date, all entities who have held, currently hold, or may hold a Claim against the  
20 Debtor, the Estate, or the Reorganized Debtor, that is based upon any act or omission,  
21 transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that  
22 otherwise arose or accrued prior to the Effective Date, or that otherwise is discharged pursuant to  
23 the Plan, are permanently enjoined from taking any of the following actions on account of any  
24 such discharged Claim, (the “Permanent Injunction”): (a) commencing or continuing in any  
25 manner any action or other proceeding against the Debtor, the Estate, the Reorganized Debtor or  
26 their respective property, that is inconsistent with the Plan or the Confirmation Order; (b)  
27 enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or  
28 order against the Debtor, the Estate, the Reorganized Debtor or their respective property, other  
than as expressly permitted under the Plan; (c) creating, perfecting, or enforcing any lien or  
encumbrance against property of Debtor, the Estate, the Reorganized Debtor, or their respective  
property, other than as expressly permitted under the Plan; and (d) 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, the Confirmation Order, or the discharge provisions of Bankruptcy Code  
section 1141. Any person or entity injured by any willful violation of such Permanent Injunction  
shall recover actual damages, including costs and attorneys’ fees, and, in appropriate  
circumstances, may recover punitive damages, from the willful violator.

23   **XII.   RETENTION OF JURISDICTION**

24           Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective  
25 Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the  
26 Chapter 11 Case and all Entities with respect to all matters related to the Chapter 11 Case, the  
Debtor and the Plan as legally permissible, including, without limitation, jurisdiction to:

27           1.     Allow, disallow, determine, liquidate, classify, estimate or establish the priority or  
28 secured or unsecured status of any Claim, including, without limitation, the resolution of any  
request for payment of any Administrative Claim and the resolution of any and all objections to

1 the allowance or priority of any Claim;

2 2. Grant or deny any applications for allowance of compensation or reimbursement  
3 of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or  
4 before the Confirmation Date;

5 3. Resolve any matters related to the assumption, assignment or rejection of any  
6 Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a  
7 Debtor or Reorganized Debtor may be liable and to adjudicate and, if necessary, liquidate, any  
8 Claims arising therefrom, including, without limitation, those matters related to any amendment  
9 to the Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of  
10 Executory Contracts and Unexpired Leases to be assumed;

11 4. Resolve any issues related to any matters adjudicated in the Chapter 11 Case;

12 5. Ensure that distributions to holders of Allowed Claims are accomplished pursuant  
13 to the provisions of the Plan;

14 6. Decide or resolve any motions, adversary proceedings, contested or litigated  
15 matters and any other Causes of Action that are pending as of the Effective Date or that may be  
16 commenced in the future, and grant or deny any applications involving a Debtor that may be  
17 pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date,  
18 *provided* that the Reorganized Debtor shall reserve the right to commence actions in all  
19 appropriate forums and jurisdictions;

20 7. Enter such orders as may be necessary or appropriate to implement or  
21 consummate the provisions of the Plan and all other contracts, instruments, releases, indentures  
22 and other agreements or documents adopted in connection with the Plan, the Plan Supplement or  
23 the Disclosure Statement;

24 8. Resolve any cases, controversies, suits or disputes that may arise in connection  
25 with the Consummation, interpretation or enforcement of the Plan or any Entity's obligations  
26 incurred in connection with the Plan;

27 9. Hear and determine all Causes of Action that are pending as of the Effective Date  
28 or that may be commenced in the future;

10 10. Issue injunctions and enforce them, enter and implement other orders or take such  
11 other actions as may be necessary or appropriate to restrain interference by any Entity with  
12 Consummation or enforcement of the Plan, except as otherwise provided in the Plan;

13 11. Enforce any provision hereof;

14 12. Enter and implement such orders or take such others actions as may be necessary  
15 or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

16 13. Resolve any other matters that may arise in connection with or relate to the Plan,  
17 the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture  
18 or other agreement or document adopted in connection with the Plan or the Disclosure  
19 Statement; and

1 14. Enter an order concluding the Chapter 11 Case.

2 **XIII. MISCELLANEOUS PROVISIONS**

3 **A. Payment of Statutory Fees.**

4 All fees payable pursuant to section 1930 of title 28 of the United States Code after the  
5 Effective Date shall be paid prior to the closing of the Chapter 11 Case when due or as soon  
thereafter as practicable.

6 **B. Modification of Plan.**

7 Effective as of the date hereof and subject to the limitations and rights contained in the  
8 Plan: (a) the Debtor reserves the right, in accordance with the Bankruptcy Code and the  
9 Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order; and  
10 (b) after the entry of the Confirmation Order, the Debtor or the Reorganized Debtor, as  
applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance  
11 with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any  
inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent  
of the Plan.

12 **C. Revocation of Plan.**

13 The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation  
14 Date and to File subsequent chapter 11 plans. If the Debtor revokes or withdraw the Plan, or if  
Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all  
15 respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of  
Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement  
16 executed pursuant hereto shall be deemed null and void except as may be set forth in a separate  
order entered by the Bankruptcy Court; and (3) nothing contained in the Plan shall: (a) constitute  
17 a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any  
other Entity; (b) prejudice in any manner the rights of the Debtor or any other Entity; or (c)  
18 constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any  
other Entity.

19 **D. Successors and Assigns.**

20 The rights, benefits and obligations of any Entity named or referred to herein shall be  
21 binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign  
of such Entity.

22 **E. Reservation of Rights.**

23 Except as expressly set forth herein, the Plan shall have no force or effect unless and until  
24 the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement  
or provision contained herein, nor the taking of any action by a Debtor or any other Entity with  
25 respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1)  
any Debtor with respect to the holders of Claims or Equity Interests or other Entity; or (2) any  
26 holder of a Claim or an Equity Interest or other Entity prior to the Effective Date.

27 **F. Section 1146 Exemption.**

28 Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant  
hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in

1 the United States, and the Confirmation Order shall direct the appropriate state or local  
2 governmental officials or agents to forego the collection of any such tax or governmental  
3 assessment and to accept for filing and recordation instruments or other documents pursuant to  
4 such transfers of property without the payment of any such tax or governmental assessment.  
5 Such exemption specifically applies, without limitation, to all documents necessary to evidence  
6 and implement the provisions of and the distributions to be made under the Plan.

7  
8 **G. Further Assurances.**

9 The Debtor or the Reorganized Debtor, as applicable, all holders of Claims receiving  
10 distributions hereunder and all other Entities shall, from time to time, prepare, execute and  
11 deliver any agreements or documents and take any other actions as may be necessary or  
12 advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

13  
14 **H. Severability.**

15 If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy  
16 Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter  
17 and interpret such term or provision to make it valid or enforceable to the maximum extent  
18 practicable, consistent with the original purpose of the term or provision held to be invalid, void  
19 or unenforceable, and such term or provision then will be applicable as altered or interpreted,  
20 *provided* that the Debtor, the Reorganized Debtor or any affected Entity (as applicable) may seek  
21 an expedited hearing before the Bankruptcy Court to address any objection to any such alteration  
22 or interpretation of the foregoing. Notwithstanding any such order by the Bankruptcy Court,  
23 alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in  
24 full force and effect. The Confirmation Order shall constitute a judicial determination and shall  
25 provide that each term and provision of the Plan, as it may have been altered or interpreted in  
26 accordance with the foregoing, is valid and enforceable pursuant to its terms.

27  
28 **I. Service of Documents.**

Any pleading, notice or other document required by the Plan to be served on or delivered  
to the Debtor shall be sent by overnight mail to:

Kittusamy, LLP  
Attn: Prem K. Kittusamy, M.D.  
9811 West Charleston Blvd., Suite 2542  
Las Vegas, Nevada 89117

with copies to :

Kolesar & Leatham  
Attn: Bart K. Larsen, Esq.  
400 S. Rampart Blvd., Suite 400  
Las Vegas, Nevada 89145

**J. Return of Security Deposits.**

Unless the Debtor have agreed otherwise in a written agreement or stipulation approved  
by the Bankruptcy Court, all security deposits provided by the Debtor to any Person or Entity at



1 any time after the Commencement or offset of any kind.

2 **K. Filing of Additional Documents.**

3 On or before the Effective Date, the Debtor may File with the Bankruptcy Court all  
4 agreements and other documents that may be necessary or appropriate to effectuate and further  
5 evidence the terms and conditions hereof.

6 **L. Default.**

7 Upon the Effective Date of the Plan, in the event the Debtor fails to timely perform any  
8 of the obligations set forth in the Plan, the applicable creditor or party-in-interest shall notify the  
9 Debtor and Debtor’s counsel of the default in writing in accordance with the notice provisions  
10 herein, after which the Debtor shall have: (i) thirty (30) calendar days from the date of the  
11 written notification to cure the default; or (ii) if the cure requires more than thirty (30) days, so  
12 long as the Debtor initiates steps to cure the default within thirty (30) days and thereafter  
13 continues and completes all reasonable and necessary steps sufficient to produce compliance as  
14 soon as reasonably practical. If the Debtor fails to timely cure the default as provided above, the  
15 applicable creditor shall be free to pursue any and all rights it may have under the contract(s)  
16 between the parties and/or applicable state law, without further court order or proceeding being  
17 necessary.

18 Dated this 15th day of October, 2015.

19 Respectfully submitted,

20 KITTUSAMY, LLP

21 By: Prem Kumar Kittusamy, M.D., P.C.

22 /s/ Prem K. Kittusamy, M.D.

23 By: Prem K. Kittusamy, M.D.

24 Its: President

25 KOLESAR & LEATHAM

26 /s/ Bart K. Larsen, Esq.

27 Bart K. Larsen, Esq.

28 Nevada Bar No. 8538

400 S. Rampart Blvd., Ste. 400

Las Vegas, Nevada 89145

*Attorneys for Debtor and Debtor in Possession*

*Kittusamy, LLP*