

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re: )  
)  
Parkview Adventist Medical Center, ) Chapter 11  
) Case No. 15-20442  
Debtor. )

**DEBTOR'S ~~SECOND-THIRD~~ AMENDED PLAN OF REORGANIZATION**  
**DATED ~~JANUARY 12~~ FEBRUARY , 2016**

The above-captioned debtor, Parkview Adventist Medical Center (the “Debtor” or “Parkview”), proposes this ~~Second-Third~~ Amended Plan of Reorganization dated ~~January February 12~~, 2016, pursuant to 11 U.S.C § 1121 of the Bankruptcy Code (the “Plan”).

**INTRODUCTION**

On June 16, 2015 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, thereby initiating the Debtor’s Chapter 11 case. As a result of the filing, the Debtor became a debtor-in-possession with authority to operate its business pursuant to §§ 1107 and 1108 of the Code.

The Debtor is a Maine not-for-profit corporation, organized under Title 13-B of the Maine Revised Statutes. Prior to the Petition Date, the Debtor operated a 55-bed hospital in Brunswick, Maine. The Hospital, while it operated, was a faith based health care provider, fulfilling the health care mission of the Seventh Day Adventist Church. Accordingly, as part of the Hospital’s operations, the Debtor also provided spiritual counseling services. Prior to the Petition Date, the Debtor, through the Hospital, provided emergency services, inpatient services, and a variety of outpatient, ambulatory clinics and other medical services to the greater Brunswick, Maine, community. At the inception of this Case, the Debtor laid out the framework for this plan of reorganization. Specifically, working in collaboration with Mid Coast Hospital of Brunswick, Maine (“Mid Coast”), the Debtor developed a multi-phase plan which redefined its patient delivery services from both a financial and a clinical perspective. The multi-phase plan began with the Hospital’s termination of emergency and inpatient services, and was consummated with the sale on August 20, 2015, approved by the Bankruptcy Court, certain of the Debtor’s clinical assets to Mid Coast, and the continuation by Mid Coast of the Debtor’s faith based health care mission.

Having transitioned the Hospital operations portion of the Debtor’s business to Mid Coast, this Plan provides for the sale of all remaining Hospital Assets of the Debtor, the settlement and satisfaction of its remaining, unpaid claims, and the continuation of the Debtor’s charitable mission. Specifically, after confirmation of the Plan, the Debtor intends to change its name and continue its charitable mission. In conjunction with any name change and implementation of future initiatives, the Debtor will consult with Mid

Coast to ensure that there is no likelihood of confusion of the public regarding the separateness of the Debtor, the Hospital, Mid Coast and Mid Coast-Parkview Health System and that no actions will be taken that are inconsistent with the contracts between the Debtor and Mid Coast, including that certain Second Amended and Restated Asset Purchase Agreement entered into by Mid Coast and the Debtor on or about August 20, 2015. To do so, it will reformulate its business model into one in which the Debtor will become focused on a community health initiative. This initiative will be based on holistic health and wellness, through the instruction, modeling and promotion of CREATION Health. CREATION Health is a wellness model developed by Florida Hospital, a part of the Adventist Health system, which focuses on the eight (8) Bible based principles of health – creation, rest, environment, activity, trust in G-d, outlook and nutrition. While the initial services that the Debtor believes it will be able to offer will be limited by its budgetary resources, the Debtor expects to be able to grow the menu of services over time.<sup>1</sup>

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This Plan anticipates the appointment of a Chief Liquidating Officer for the Debtor who will oversee the sale of the Debtor's remaining Hospital Assets and claims and causes of action against third parties, and the distribution of the proceeds thereof in the manner required by this Plan and applicable law. In addition, the Plan anticipates that the Debtor, acting through officers other than the Chief Liquidating Officer, will continue its charitable mission through the promotion of CREATION Health which will be funded by contributions from the Northern New England Conference of Seventh Day Adventists and other grants that the Debtor may be awarded. If the proceeds of the Debtor's liquidation of all remaining Hospital Assets prove sufficient to satisfy all creditor claims, any additional proceeds over and above the amount need to satisfy creditor claims will be applied for continuation of the Debtor's charitable mission. The Plan also describes the means by which the Debtor intends to pay and/or satisfy its obligations. Reference is made to the provisions of Articles III, IV, V, VI, VII, and VIII of this Plan for a more detailed statement of the terms of payment of all Classes of Claims, and the means for doing so.

The Debtor believes that the Plan provides for the fair and equitable treatment of all creditor Claims and that the Plan is in the best interest of all creditors, the members of the Debtor, and other parties-in-interest.

#### **ARTICLE I** **DEFINITIONS**

**General.** Unless the context otherwise requires and/or unless defined elsewhere in the Plan, the following terms shall have the following meanings when used in initially capitalized form in this Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Plan that is not defined herein but that is defined in the Bankruptcy Code shall have the meaning assigned to such term in the Bankruptcy Code.

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<sup>1</sup> These terms are incorporated into the Plan.

- 1.1 Administrative Claim shall mean a Claim arising and allowable under § 503(b) of the Bankruptcy Code with respect to the Debtor, including charges against the Debtor's estate under 28 U.S.C. § 1930.
- 1.2 Allowed with respect to a Claim or Interest other than a Fee Claim, shall mean any Claim or Interest (a) that is the subject of a timely filed proof of claim, or (b) any Claim or Interest that has been listed in the schedules filed with the Bankruptcy Court by the Debtor pursuant to Bankruptcy Code § 521 and is not listed therein as disputed, unliquidated, or contingent; and, in each such case as to which either (i) no objection to the allowance thereof or other similar pleading has been filed within the applicable time period set forth in the Plan, or (ii) an objection or other similar pleading has been filed and the Claim or Interest has been allowed by a Final Order but only to the extent so allowed. To the extent that all or a portion of a Claim is not Allowed, the holder of such Claim shall not receive any distribution on account of the portion of such Claim that is not Allowed.
- 1.3 Allowed Amount shall mean the amount of any Allowed Claim or Allowed Interest.
- 1.4 Assets means all property that would be property of the Debtor and the Debtor's estate under § 541 of the Bankruptcy Code, whether such property is now existing or hereafter arising or acquired and wherever located including, without limitation, all Causes of Action and all proceeds of and recoveries on Causes of Action (including Causes of Action set forth in the CMHC Adversary Proceeding), all Chapter 5 Causes of Action (as such term is defined herein), all Pending Claims (as such term is defined herein) all accounts, contract rights, chattel paper, general intangibles, instruments, securities, furniture, fixtures, machinery, equipment, inventory, intellectual property, domain names, and interest in real estate.
- 1.5 Bankruptcy Code shall mean 11 U.S.C. §§ 101 *et seq.*, as in effect with respect to the Case on the Petition Date. All Code references herein are to the Bankruptcy Code in effect as of the Petition Date, unless otherwise stated.
- 1.6 Bankruptcy Court shall mean the United States Bankruptcy Court for the District of Maine, or any other court with jurisdiction over the Case.
- 1.7 Bar Date shall mean the date, if any, established by the Bankruptcy Court as the deadline for filing proofs of claims or interests in the Case.
- 1.8 Case shall mean the Chapter 11 Case of the Debtor now pending in the Bankruptcy Court pursuant to Chapter 11 of the Bankruptcy Code.

- 1.9 ~~Cash on Hand shall mean all funds being held by, or for the benefit of, the Debtor as of the Implementation Date except for the Disputed Mid Coast Sale Proceeds.~~
- ~~1.10~~ Cause of Action shall mean all claims and causes of action now owned or hereafter acquired by the Debtor and/or its estate, whether arising under the Bankruptcy Code or other federal or state law, including, without limitation, Chapter 5 Causes of Action
- 1.11 Chapter 5 Causes of Action shall mean all Causes of Action arising under Chapter 5 of the Bankruptcy Code (including, but not limited to, Causes of Action arising under 11 U.S.C. §§ 544, 547, 548, 549, 550, and 553).
- 1.12 Claim shall mean a claim, as defined in § 101(5) of the Bankruptcy Code, against the Debtor.
- 1.13 Claims Analysis shall mean **Exhibit 2** to the Disclosure Statement setting forth the Debtor's anticipated distributions to creditors based on a variety of different scenarios.
- 1.14 Closing Date shall mean August 20, 2015, the date the Debtor ceased operating and transferred certain of its Assets to Mid Coast.
- 1.15 CMHC shall mean Central Maine Healthcare Corporation, and all of its affiliates including, without limitation, Central Maine Medical Center, Bridgton Hospital and Rumford Hospital.
- 1.16 CMHC Adversary Proceeding shall mean the adversary proceeding commenced by the Debtor against CMHC currently pending in the District Court and bearing docket number 15-2019.
- 1.17 CMHC Appeal shall mean the Debtor's appeal from the Order Regarding Debtor's Motion for Authority to Use Cash Collateral Pursuant to 11 U.S.C. §363(c)(2)(B), Fed. Bankr. P. 4001(b) and D. Me. LBR 4001-2 and Obtain Credit Pursuant to 11 U.S.C. § 364(d), Fed. Bankr. P. 4001 and Local Bankruptcy Rule 4001-3 and For Other Relief currently pending in the District Court as Case No. 2:15-cv-00314-JDL.
- 1.18 CMHC Loan Documents shall mean that certain Promissory Note dated April 25, 2008, in the original principal amount of \$5,600,000, and the mortgages, collateral assignments of leases and, a security agreement and other documents and agreements executed and delivered in connection therewith.

- 1.19 CMS shall mean the United States of America, acting by and through the Department of Health & Human Services, Centers for Medicare & Medicaid Services
- 1.2049 CMS Appeal shall mean the Debtor's appeal from the Minute Order regarding the Debtor's Motion to Compel Post Petition Performance of Executory Contracts pursuant to 11 U.S.C. § 365 and Compliance with 11 U.S.C. §§ 362 and 525 currently pending in the District Court as Case 2:15-cv-00320-JDL
- 1.210 CMS A/R shall mean all accounts receivable generated by the Debtor on account of services rendered to patients eligible for Medicare (both Part A and Part B), Medicaid, Medicare Advantage and Tricare.
- 1.224 Completion Notice shall have the meaning set forth in Section 4.5 below.
- 1.232 Confirmation Date shall mean the date on which the Confirmation Order becomes a Final Order.
- 1.243 Confirmation Order shall mean the Order (which need not be a Final Order) confirming the Plan pursuant to § 1129 of the Bankruptcy Code.
- 1.254 Contingent Fee Agreement shall mean the Contingent Fee Agreement described in Article V.
- 1.265 Contingent Professional Fees shall mean the legal fees for the Debtor's counsel related to the CMHC Adversary Proceeding in accordance with the Contingent Fee Agreement and payment of the Liquidator's fees in accordance with the Liquidation Agreement.
- 1.276 Disclosure Statement shall mean the Second Amended Disclosure Statement with Respect to Debtor's Plan of Reorganization Dated January 12, 2016, as approved by the Bankruptcy Court by Order dated January 14, 2016.
- 1.287 ~~Disputed Mid Coast Sale Proceeds shall mean that portion of the Mid Coast Sale Proceeds that reflects the value of Assets in which MHHEFA and/or CMHC claim a lien (which lien is disputed as to CMHC), which portion is estimated to be \$3,685,000.~~
- 1.28 ~~District Court~~ shall mean the United States District Court for the District of Maine.
- 1.29 Effective Date shall mean the date established as the Effective Date in the

Completion Notice.

- 1.30 Employee Bar Date shall be the date which is forty-five (45) days after the Confirmation Date.
- 1.31 Encumbered Cash shall mean ~~the cash in which CMHC and MHHEFA claim a lien pursuant to the terms of their respective loan documents including the Disputed Mid Coast Sale Proceeds cash (including the Mid Coast Sale Proceeds) in the amount of \$4,308,119.98 representing the Allowed Secured Claim of MHHEFA in the amount of \$476,812.98 plus the balance of CMHC claims to be outstanding on the CMHC Loan Documents as of the Petition Date (\$3,831,307).~~
- 1.32 Encumbrances shall mean all liens, encumbrances, mortgages, hypothecations, pledges, and security interests of any kind whatsoever.
- 1.33 Executory Contract shall mean an executory contract within the meaning of § 365 of the Bankruptcy Code.
- 1.34 Fee Claim shall mean the Administrative Claim of a professional person for compensation and/or reimbursement of expenses.
- 1.35 Free Cash shall mean all of the Debtor's cash, including the ~~Free~~ Mid Coast Sale Proceeds and the MDOL Funds, ~~which is not subject to any lien or encumbrance in excess of the Encumbered Cash.~~<sup>2</sup>
- 1.36 Final Order shall mean an Order of any court, administrative agency or other tribunal as entered on its docket as to which (a) the time to appeal or petition for rehearing or *certiorari* has expired and as to which no appeal or motion for rehearing or petition for *certiorari* has been timely filed or taken, (b) if such an appeal or motion for rehearing or petition for *certiorari* has been timely filed or taken, such order or judgment has been affirmed by the highest tribunal in which review was sought or such appeal, motion for rehearing or petition for *certiorari* was dismissed or otherwise terminated without modification of such order or judgment, and the time has expired within which any further proceeding for review may be commenced.
- 1.37 Former Employees shall mean any person who was employed by the Debtor

<sup>2</sup> The Debtor's basis for treatment of all cash in excess of \$4,308,119.98 as Free Cash is set forth, in part, in the Debtor's Objection to Motion of Creditors Central Maine Healthcare Corporation and Central Maine Medical Center to Temporarily Allow Their Claims for Purposes of Voting in Connection with Debtor's Amended Chapter 11 Plan, [D.E. 586], to which reference is hereby made. The Debtor reserves the right to assert any other grounds in support of its treatment of all cash in excess of \$4,308,119.98 as Free Cash.

prior to the Closing Date and who has not made a claim for unemployment insurance with MDOL prior to the Confirmation Date.

- 1.38 ~~Free Mid Coast Sale Proceeds shall mean the total Mid Coast Sale Proceeds less the Disputed Mid Coast Sale Proceeds, which difference is estimated to be \$396,307, consisting of \$115,000 allocated to a condominium unit which was not encumbered by either CMHC or MHHEF, the \$250,000 that Mid Coast agreed to pay on account of the Debtor's administrative expenses and \$31,307 representing the amount of the total Mid Coast Sale Proceeds in excess of the Disputed Mid Coast Sale Proceeds.~~
- 1.3839 Hospital shall mean the facility formerly known as "Parkview Hospital" which was operated by the Debtor prior to the Closing Date.
- 1.3940 Hospital Assets shall mean the assets used by the Debtor in connection with the operation of the Hospital but shall not include assets that the Debtor uses in connection with its ongoing operations after the Confirmation Date.
- 1.404 ~~Implementation Date~~ shall mean the date which is thirty (30) days after the Confirmation Date.
- 1.412 Lot shall mean the small parcel of land owned by the Debtor on Gurnet Road, Brunswick, Cumberland County, Maine.
- 1.423 Liquidator shall mean the person retained by the Debtor pursuant to the terms of the Plan as its Chief Liquidation Officer who shall be vested with the right and power, among other things, to liquidate assets of the Debtor and prosecute and collect the Pending Claims pursuant to the Plan.
- 1.434 Liquidation Agreement shall mean the Agreement between the Debtor and the Liquidator attached as Exhibit A hereto.
- 1.445 MDOL shall mean the Maine Department of Labor.
- 1.456 MHHEFA shall mean the Maine Health and Higher Education Facilities Authority.
- 1.467 Mid Coast shall mean Mid Coast Hospital, a not-for-profit hospital, located in Brunswick, Maine.
- 1.478 Mid Coast Sale Proceeds shall mean the funds that the Debtor received from Mid Coast in connection with the sale of certain of the Debtor's assets to Mid Coast as authorized by the Order approving the sale, whether or not

such funds represented the proceeds of the sale of Assets.

1.4849 Non-CMS A/R shall mean all of the Debtor's accounts receivable as of the Confirmation Date, except the CMS A/R.

1.4950 Order shall mean an order of the Bankruptcy Court.

1.504 Ordinary Course Expenses shall mean the expenses incurred by the Debtor in connection with the Debtor's ordinary course of business between the Petition Date and the Closing Date

1.512 Pending Claims shall mean, collectively, the CMHC Adversary Proceeding, the Chapter 5 Causes of Action, the CMS Appeal, the CMHC Appeal and all other claims or causes of action that have been identified by the Debtor as of the date of the Disclosure Statement or which are identified by the Liquidator prior to the Effective Date.

1.523 Petition Date shall mean June 16, 2015.

1.534 Post-Petition Bar Date shall mean the date that is forty-five (45) days after the Implementation Date.

1.545 Priority Claim shall mean an Unsecured Claim arising before the Petition Date and allowable under §§ 507(a)(2) through 507(a)(9) of the Bankruptcy Code.

1.556 Professional Fees shall mean legal fees for the Debtor's bankruptcy counsel that are not related to the CMHC Adversary Proceeding and fees of the various other professional persons and entities retained by the Debtor to perform certain discrete functions.

1.567 Secured Claim shall mean a claim that is secured by a perfected (or similarly binding) Encumbrance on any of the Debtor's assets, to the extent provided in 11 U.S.C. § 506 of the Bankruptcy Code.

1.57 Unsecured Claim shall mean a Claim which arose before the Petition Date and which is not secured by any interest in any property of the Debtor's estate, and shall include a Claim which arises from the rejection of an Executory Contract or Unexpired Lease, within the meaning of § 365 of the Bankruptcy Code; provided, however, that in order to be an Unsecured Claim, such claim must be evidenced by a proof of claim which has been timely filed by the holder of the Claim (whether or not such proof of claim has been Allowed) prior to the Bar Date, or such Claim must be described



on Schedule F filed by the Debtor and not noted as unliquidated, contingent or disputed on such Schedule (whether or not such claim is deemed Allowed).

***ARTICLE II***  
**TREATMENT OF NON-CLASSIFIED CLAIMS**

2.1 **Administrative Claims.** Except as otherwise provided by this Plan or as otherwise agreed between the Debtor and the holder of an Allowed Administrative Claim against the Debtor, each holder of an Allowed Administrative Claim shall be paid in full, at the Debtor's discretion, on a date not earlier than the Implementation Date and not later than the Effective Date. Administrative Claims that are not Allowed as of the Implementation Date shall, in the sole discretion of the Debtor, be paid in full either prior to the later of (a) the Effective Date and (b) the date which is thirty (30) days after the date upon which such Administrative Claim becomes an Allowed Administrative Claim.

2.2 **Priority Claims.** Except as otherwise agreed by the Debtor and the holder of an Allowed Priority Claim against the Debtor the holders of Allowed Priority Claims, shall, in the sole discretion of the Debtor, be paid either (a) in full upon the later of the Effective Date and the date which is thirty (30) days after the date upon which such Priority Claim becomes an Allowed Priority Claim; or (b) in the case of priority claims described in § 507(a)(8) of the Bankruptcy Code, pursuant to the terms of § 1129(a)(9)(C).

2.3 **Bankruptcy Fees.** Any Administrative Claim for outstanding fees incurred in the Case pursuant to 28 U.S.C. § 1930(a)(6) and due and payable as of the Implementation Date shall be paid in full on the Implementation Date. Thereafter, the Debtor shall pay any and all fees lawfully due and payable under 28 U.S.C. § 1930(a)(6) with respect to the Case in the ordinary course without necessity of allowance by the Court until entry of an Order closing the Case.

***ARTICLE III***  
**DESIGNATION OF CLASSES OF CLAIMS**

Claims that are required or permitted to be classified under Bankruptcy Code § 1123(a)(1) are hereby classified into the following classes:

3.1 **Class One** shall consist of all Allowed Secured Claims held by CMHC, but shall not include any Allowed Priority Claim held by CMHC.

3.2 **Class Two** shall consist of all Allowed Secured Claims of any kind or nature held by MHHEFA.

3.3 **Class Three** shall consist of the holders of all Secured Claims of any kind or nature not included in Class One or Class Two, including the Claim of Anthem Health Plans of Maine, Inc. d/b/a Anthem Blue Cross Blue Shield ("**Anthem**").

3.4 Class Four shall consist of all Claims of MDOL arising out of the Debtor's obligations to reimburse MDOL for unemployment compensation for Former Employees of the Debtor pursuant to 26 M.R.S.A. § 1221.

3.5 Class Five shall consist of the holders of all Allowed Unsecured Claims, including Allowed Unsecured Claims arising from the rejection, prior to or after the Confirmation Date, of an executory contract or unexpired lease of the Debtor and Allowed Unsecured Claims resulting from unsecured deficiencies in Class One, Two, or Three.

3.6 Class Six shall consist of the members of the Debtor, as established by the Debtors Amended and Restated Articles of Incorporation.

**ARTICLE IV**  
**TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS**

The following classes of Claims are unimpaired under this Plan, within the meaning of Bankruptcy Code § 1124: Class Three, Class Four and Class Six. The following classes of Claims are impaired within the meaning of § 1124 of the Bankruptcy Code: Class One, Class Two and Class Five. The treatment of each of the classes of Claims is set forth below:

4.1 Class One. The holder of the Class One Claim shall be impaired. The holder of the Class One Claim shall receive, on account of its Allowed Secured Claim, if any, payment on the Effective Date of the amount of its Allowed Secured Claim. In addition, to the extent that the holder of the Class One Claim holds an Allowed Unsecured Claim (including any unsecured deficiency or other general unsecured Claim of Central Maine Health Care Corporation, and any general unsecured Claim of Central Maine Medical Center, Bridgton Hospital, or Rumford Hospital), such Allowed Unsecured Claim shall be classified, treated and paid as a Claim within Class Five of the Plan.

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4.2 Class Two. The holder of the Class Two Claim shall be impaired. The holder of the Class Two Claim shall have an Allowed Secured Claim in the amount of \$476,812.98, which Allowed Secured Claim shall be secured by a lien in the ~~Disputed Mid Coast Sale Proceeds Encumbered Cash~~ and which shall be paid in full on the Implementation Date. In addition, the holder of the Class Two Claim shall have an Allowed Unsecured Claim in the amount of \$35,318.00, and shall be treated and paid as a Claim within Class Five of the Plan.

4.3 Class Three. The holders of Allowed Claims in Class Three shall be unimpaired, and solicitation of acceptance of this Plan from the Class Three claimants is not required under Section 1126(f) of the Bankruptcy Code.

The Allowed Amount of Anthem's Claim shall be equal to the arrearage due to Anthem for overpayments as of the Effective Date made in connection with the following (collectively, the "Arrearage"): (i) that certain Anthem Blue Cross and Blue Shield Facility Agreement effective January 1, 2011 and as amended July 1, 2012; and (ii) that

certain Anthem Blue Cross and Blue Shield Facility Agreement effective July 1, 2015. The Debtor and/or Liquidator, on the one hand, and Anthem, on the other hand, shall work in good faith to reach an agreement as to the amount of the Arrearage as of the Effective Date. If such agreement cannot be reached, the Debtor, Liquidator, or Anthem may commence, at any time, a proceeding before the Bankruptcy Court to have it determine the amount of the Arrearage. Notwithstanding any other provision of the Plan, Anthem's right to setoff the credit in the amount of \$357,789.47 (the "Credit") owed to the Debtor against the Arrearage shall be preserved in full under the Plan and shall survive the Effective Date, which right of setoff shall continue to secure the Arrearage. Anthem may immediately effectuate its right of setoff upon the earlier of: (i) the filing of a stipulation with the Bankruptcy Court as to the amount of the Arrearage, or (ii) the entry of a Final Order of the Bankruptcy Court adjudicating the amount of the Arrearage. To the extent the Credit owed by Anthem to the Debtor exceeds the Arrearage, Anthem shall pay the difference to the Liquidator contemporaneously with exercising its right of setoff.

4.4 Class Four. The Confirmation Order shall provide that any Former Employee of the Debtor who wishes to assert a claim for unemployment compensation must submit such claim to MDOL, with a copy to the Debtor, by not later than the Employee Bar Date (an "Employee Unemployment Claim"). MDOL shall cause any Employee Unemployment Claim allowable under applicable state law to be paid, or if not paid, MDOL shall cause funds for payment of such Claim to be set aside and reserved, within thirty (30) days of the Employee Bar Date. Any portion of the MDOL Funds not paid or set aside by MDOL on account of an Employee Unemployment Claim within thirty (30) days of the Employee Bar Date shall be paid by MDOL to the Liquidator and MDOL shall be relieved of any and all liability to Former Employees, excepting only any liability for which funds have been set aside or reserved. The holder of Allowed Claims in Class Four shall be unimpaired, and solicitation of acceptance of this Plan from the Class Four claimant is not required under Section 1126(f) of the Bankruptcy Code.

4.5 Class Five. The holders of Allowed Claims in Class Five shall receive the payments described herein.

The Confirmation Order shall appoint the Liquidator as the Chief Liquidating Officer of the Debtor in accordance with the Liquidation Agreement, and shall approve the terms and provisions of the Liquidation Agreement. Without limiting the generality of the foregoing, and subject to the provisions of Article V below, the Liquidator shall, in the sole discretion of the Liquidator, cause the Pending Claims and any other Hospital Assets of the Debtor to be liquidated, and shall apply and disburse any net proceeds thereof in accordance with the terms of this Plan and the Liquidation Agreement. Under the Plan, the Liquidator will liquidate and collect the Debtor's Hospital Assets, including prosecution of the Pending Claims, until such time as the Liquidator determines that all reasonable steps have been taken to liquidate and collect the Debtor's Hospital Assets. At such time as the Liquidator determines that there is no further action to liquidate Claims and/or Hospital Assets which may reasonably be taken, the Liquidator shall file a notice with the Bankruptcy Court stating as such and establishing the Effective Date (the

“Completion Notice”). If no objection to the Completion Notice is filed within thirty (30) days of the filing thereof, the Effective Date shall be the date set forth in the Completion Notice. If an objection is timely filed, the Effective Date shall be the date established by the Bankruptcy Court after resolution of any objections to the Completion Notice and by entry of a Final Order. Within sixty (60) days of the Effective Date, the Liquidator shall distribute all Collateral for Allowed Secured Claims to the holder of the applicable Secured Claim until all Allowed Secured Claims have been paid in full, and the Liquidator shall distribute all remaining Hospital Assets, and any other funds that the Liquidator is holding, that are not Collateral for an Allowed Secured Claim first to Allowed Administrative Claims that have not been paid, including, without limitation the Contingent Professional Fees, and then to holders of Allowed Claims in Class Five on a pro-rata basis.

4.6 Class Six. All interests in Class Six shall remain unchanged and unaffected. The Class Six Claims are not impaired under the Plan and the holders of the same are not entitled to vote for the Plan.

***ARTICLE V***  
**MEANS FOR EXECUTION OF THE PLAN**

5.1 The Debtor shall implement the Plan, and shall make Plan Distributions and other payments as set forth herein, to holders of Allowed Claims, using the following sources of funds:

(a) On the Implementation Date, the Free Cash shall be distributed by the Liquidator to the holders of Allowed Administrative Claims including, the Allowed Professional Fees and the Ordinary Course Expenses but not including the Contingent Professional Fees;

(b) After the Implementation Date, the Liquidator shall have available to him or her the following sources of funds: the remaining Free Cash, together with all of the proceeds of the prosecution, compromise and settlement of the Pending Claims (combined, the “Plan Revenues”). The Liquidator shall use the Plan Revenues for the uses and purposes described in Section 5.1(c) below.

(c) The Plan Revenues will be maintained in a separate, segregated account and may be used by the Liquidator as follows:

(i) Maintenance of a litigation expense fund (the "Litigation Expense Fund") to be used as the Liquidator determines to be reasonably necessary to meet litigation expenses (not including the Contingent Professional Fees) and to maintain the value of the Assets during liquidation and to pay reasonable administrative costs, including fees and expenses (other than the Contingent Professional Fees) in connection with, arising out of or related to the Pending Claims and to satisfy other liabilities incurred or assumed by the Liquidator in accordance with the Plan. The Liquidator may add to the Litigation Expense Fund, at any time and from time to time, such amounts as the Liquidator deems reasonable and appropriate to ensure that the Litigation Expense Fund will be adequate to meet the expenses and liabilities.

(ii) The Liquidator, after establishing adequate reserves for payment of any disputed secured, administrative and/or priority claims may make interim distributions to the holders of Allowed Claims in Class Five as and when the Liquidator deems it appropriate to do so and a final distribution within sixty (60) days of the Effective Date.

5.2 No payments will be made by the Liquidator to any counsel retained by the Debtor on account of the legal services rendered in connection with prosecution of the CMHC Adversary Proceeding except in accordance with the Contingent Fee Agreement and no payments shall be made to the Liquidator except in accordance with the Liquidation Agreement. The Contingent Fee Agreement shall provide that upon entry of a judgment (or partial judgment) on, arbitration award on, or settlement (or partial settlement) of, some or any portion of any of the CMHC Adversary Proceeding, reasonable compensation shall be paid to counsel for the Debtor upon such terms as the Liquidator and such counsel shall agree on.

5.3 No portion of the Plan Revenues or any other assets of the Debtor's estate will be used by the Debtor to fund any of the Debtor's ongoing operating expenses. All costs incurred by the Debtor in connection with its ongoing charitable operations after the Confirmation Date will be paid either through revenue generated from services provided by the Debtor, grants awarded to the Debtor or contributions from the Northern New England Conference of Seventh Day Adventists.

***ARTICLE VI***  
**THE EFFECTIVE DATE**

6.1 Effective Date. The Effective Date shall be date specified in the Completion Notice, provided, however, that if objection is made to the Completion Notice, the Effective Date shall be the date set by Final Order of the Court, and provided, further, that if the Effective Date shall fall on a weekend day or a holiday, the Effective Date shall be the first date thereafter that is not a weekend day or a holiday.

***ARTICLE VII***  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

7.1 Assumption/Rejection of Certain Executory Contracts and Unexpired Leases.

(a) Unless the subject of a motion to assume an executory contract that is pending as of the Implementation Date, or unless an executory contract is dealt with by an Order of this Court entered on or prior to the Implementation Date, any and all executory contracts and unexpired leases of the Debtor that were entered into prior to the Petition Date shall be deemed rejected as of the Implementation Date, if not earlier rejected by other orders of the Bankruptcy Court. If an executory contract is the subject of a motion to assume as of the Implementation Date, then such executory contract shall be assumed or rejected in accordance with an order entered into by the Court with respect to such motion, or in accordance with an agreement of the Debtor and the non-debtor party(ies) to such executory contract.

(b) The non-Debtor party to any such rejected contract or lease shall be required to assert a claim for damages from such rejection in accordance with Section 7.2 hereof.

7.2 Damages. Any claim for damages arising from the rejection or deemed rejection of an executory contract or unexpired lease must be filed on or before thirty (30) days after written notice of the Confirmation Date to the non-Debtor party to such contract or lease, or by such other date as may be specified by Order of the Bankruptcy Court and, if not so filed, will be deemed disallowed, discharged, and forever barred from receiving any distribution under this Plan. All Allowed Claims arising from the rejection of executory contracts and unexpired leases shall be classified as Allowed Unsecured Claims in Class Five of the Plan.

**ARTICLE VIII**  
**MISCELLANEOUS PROVISIONS**

8.1 Legally Binding Effect. The provisions of the Plan shall bind all holders of Claims and Interests, whether or not they accept the Plan.

8.2 Claims Subject to Allowance. Notwithstanding any other provision of the Plan, no distribution shall be made on account of any Claim until such Claim is Allowed.

8.3 Prepetition Claim and Amendments. Each Claim as to which a proof of claim was required to be filed on or before the Bar Date and as to which a proof of claim was not filed on or before the Bar Date shall not under any circumstances become an Allowed Claim. In no event shall the Allowed Amount of any Claim against the Debtor exceed the amount set forth in a proof of claim therefor filed on or before the Bar Date unless the claimant in its proof of claim expressly reserved the right to amend such proof of Claim, in which case any such amended proof of claim must be filed by the Confirmation Date. No Order allowing or disallowing a Claim may be reconsidered, pursuant to the Bankruptcy Code Section 502(j) or otherwise, so as to increase the Allowed Amount thereof after entry of the Confirmation Order.

8.4 Objections to Prepetition Claims and Interests. Claims and Interests that arose prior to the Petition Date, and which have not been scheduled by the Debtor as contingent, unliquidated or disputed, or as to which a valid proof of claim or interest has been filed on or before the Bar Date, shall be allowed in full, unless an objection to such Claim or Interest is filed on or before the date which is thirty (30) days after the Confirmation Date. Claims that have been objected to and not allowed shall have no right to vote with respect to the acceptance or rejection of this Plan except as otherwise ordered by the Court.

8.5 Bar Date for and Objection to Post-Petition Claims. Any Claim entitled to priority under Bankruptcy Code § 503(a) arising before the Confirmation Date and still outstanding 60 days thereafter, except for a Fee Claim, shall be forever barred unless it is the subject of a proof of claim filed with the Bankruptcy Court on or before the Post-

Petition Bar Date. Any Claim that is the subject of such a proof of claim shall be Allowed in full unless an objection thereto is filed within 30 days after the Post-Petition Bar Date or such other date as is provided by Order upon motion of the Debtor.

8.6 Means of Cash Payment. Cash payments made pursuant to the Plan will be in United States funds, by the means agreed to by the Debtor and/or the Liquidator and the respective holders of Allowed Claims, including by check or wire transfer or, in the absence of an agreement, such commercially reasonable manner as the Debtor or the Liquidator shall reasonably determine.

8.7 Debtor's Assets and Causes of Action. On the Confirmation Date, all property of the Debtor's bankruptcy estate, including the Pending Claims, shall vest in the Debtor, subject only to liens and encumbrances that are not discharged and that are continued in full force and effect pursuant to this Plan. On and after the Confirmation Date, and subject to compliance with the terms of this Plan, the Debtor may, without further approval of the Bankruptcy Court, use, sell, assign, transfer, abandon, settle, or otherwise dispose of at a public or private sale any of the Debtor's Assets for the purpose of, liquidating and converting such Assets to cash, making distributions, and otherwise fully consummating the Plan.

8.8 Discharge. To the fullest extent allowable under the Bankruptcy Code, and except as expressly provided otherwise in the Plan, the Debtor shall, as of the Confirmation Date, have the full benefit of the discharge provided by Bankruptcy Code Section 1141(d).

8.9 Release of Encumbrances. The entry of an order confirming this Plan shall constitute the immediate release and discharge of any contractual or statutory or judicial lien, security interest, mortgage or other encumbrance affecting property of the estate or property of the Debtor (the "Encumbrances"), unless this Plan or the Confirmation Order requires the continuation in effect of any of such Encumbrances. Any holder of an Encumbrance that is discharged pursuant to this Plan shall, upon request of the Debtor, execute and deliver to the Debtor such documents and agreements, in recordable form, as are reasonably necessary to cause the discharge of record of any such Encumbrance. In the event that any such holder fails and refuses to do so, then the Debtor may cause to be recorded a discharge of such Encumbrance.

8.10 Injunction and Stay. Unless otherwise provided, all injunctions or stays provided for in the Case pursuant to §§ 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of the Case. The entry of the Confirmation Order shall constitute a stay and injunction applicable to all persons, staying and enjoining the enforcement or attempted enforcement by any means of all liens, claims, Encumbrances, and debts of the Debtor.

8.11 Modification of Confirmed Plan. After the Confirmation Date, the Debtor may modify the Plan under Bankruptcy Code § 1127 and may remedy any defect or omission or reconcile any inconsistency in the Plan or in the Confirmation Order in such manner as may be necessary or appropriate to carry out the purposes and intent of the Plan,

so long as the interests of holders of Claims and Interests are not materially and adversely affected thereby.

8.12 Substantial Consummation. The Plan shall be deemed to have been substantially consummated when all of the requirements of Bankruptcy Code § 1101(2) shall have been satisfied and the Liquidator has filed a Completion Notice and made final distributions on the Effective Date.

8.13 Closing of Case. The Case shall be deemed closed at such time as the Order closing the Case pursuant to Bankruptcy Code § 350 has been entered by the Bankruptcy Court on the motion of the Debtor, and the Order becomes a Final Order.

8.14 Retained Jurisdiction. The Bankruptcy Court shall retain jurisdiction over the Case after the Confirmation Date for the following purposes:

- (a) to hear and determine objections to Claims;
- (b) to hear and determine any disputes arising under the Plan, its implementation and execution of any necessary documents thereunder, and any requests to amend, modify, or correct the Plan, provided that such matters are brought before the Court prior to the point of Substantial Consummation as that term is defined in Bankruptcy Code § 1101(2) of the Bankruptcy Code and by the Plan itself, and subject, further, to the restrictions set forth in Bankruptcy Code § 1127(b);
- (c) to grant extensions of any deadlines set forth in the order confirming this Plan as may be appropriate;
- (d) to enforce all discharge provisions under the Plan, including the provisions of § 8.8 of this Article;
- (e) to review and rule upon applications for compensation of professional persons;
- (f) to determine the Effective Date if there is an objection to the Completion Notice;
- (g) to hear and determine those of the Pending Claims that are pending, or will be brought, in the Bankruptcy Court;
- (h) to hear and determine any disputes or controversies brought to the Court for judicial resolution by the Liquidator in the performance of his duties and obligations; and
- (i) if at the time of the hearing confirming the Plan, the Debtor expects that a broader retention of jurisdiction will be sought, but is not in a position to



request a specific enlargement, the Court may conditionally reserve the question of additional retained jurisdiction in the order confirming the Plan and shall set a time within which the Debtor shall file a motion on notice requesting retention of such additional jurisdiction as necessary, to be embodied in a supplemental order.

8.15 Dates. Whenever the Plan requires the Debtor to make a distribution or take some other action on a particular date, such action shall be taken on the required date or as soon as practicable thereafter.

8.16 Exculpation. Neither the Debtor, nor any of its respective attorneys, consultants, advisors, and agents (acting in such capacity), shall have or incur any liability to any entity for any act taken or omitted to be taken in the filing or conduct of the Debtor's Chapter 11 case, the sale of assets to Mid Coast, or in the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; provided, however, that the provisions of this Section not affect the liability of any entity that otherwise would result from any such act or omission to the extent that such act or omission is determined in a Final Order to have constituted gross negligence, willful misconduct or breach of fiduciary duty. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

8.17 Exemption from Transfer Taxes. Pursuant to § 1146(c) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including the execution, delivery and recording of any deeds, bills of sale or assignments executed in connection with any disposition of assets under, in furtherance of, or in connection with the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use or other similar tax.

8.18 Binding Effect. Except as otherwise provided in § 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or Interest in, the Debtor and its respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan. The rights, benefits and obligations of any entity named or referred to in the Plan, whose actions may be required to effectuate the terms of the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity (including, but not limited to, any trustee appointed for the Debtor under chapters 7 or 11 of the Bankruptcy Code).

8.19 Severability. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision of the Plan is invalid, void or unenforceable, the Bankruptcy Court shall, with the consent of the Debtor, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent

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

8.20 Headings. Headings are utilized in the Plan for convenience and reference only and shall not constitute a part of the Plan for any other purpose.

8.21 Plan Controls. To the extent that the Plan is inconsistent with the Disclosure Statement, the provisions of the Plan shall be controlling.

8.22 Post Confirmation Service List. Any party wishing to receive notices and/or filings after the Confirmation Date shall provide a written request for such notices and filings, to the Debtor by sending such request in the following manner: (1) by U.S. Mail addressed to Marcus, Clegg & Mistretta, P.A., One Canal Plaza, Suite 600, Portland, ME 04101-4035 or by email, addressed to [bankruptcy@mcm-law.com](mailto:bankruptcy@mcm-law.com). Any such request, in order to be effective must be (a) received by the Debtor by U.S. Mail or email addressed as stated above, on or prior to the Implementation Date; and (b) shall set forth the name, mailing address and email address of the party wishing to receive notices and filings. Notice by mail or by e-mail shall be sufficient. A list setting forth the name, address, e-mail address, if any, and telephone number of each such requesting party shall be maintained by the Debtor and shall be provided upon request (the "Post Confirmation Service List"). Counsel for the Debtor, the Office of the United States Trustee, counsel for CMHC and counsel for MHHEFA shall be automatically placed on the Post Confirmation Service List without any further action or direction. The Debtor shall be under no obligation to provide any notice to any party who fails to provide a written request for notices after the Confirmation Date.

Dated: ~~January 12~~February \_\_, 2016

PARKVIEW ADVENTIST MEDICAL  
CENTER  
Debtor and Debtor-in-Possession

By: /s/George J. Marcus  
George J. Marcus  
Jennie L. Clegg  
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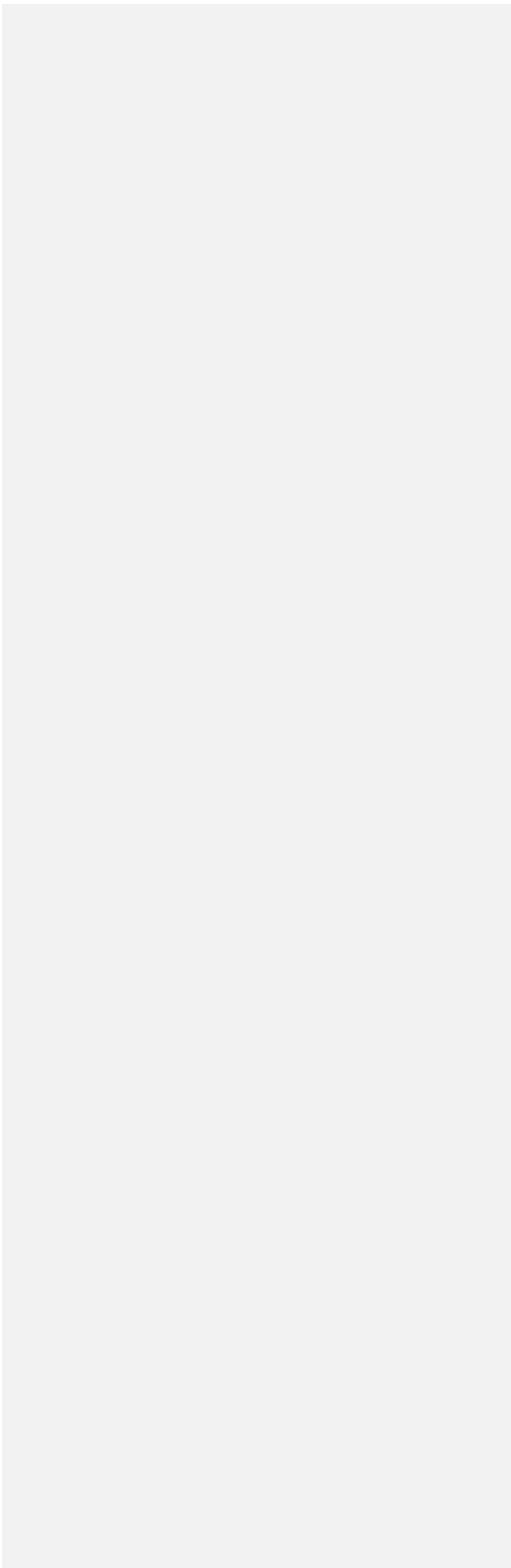


EXHIBIT A  
LIQUIDATION AGREEMENT

This Liquidation Agreement (the "Agreement"), dated as of \_\_\_\_\_, 2016, by and between Parkview Adventist Medical Center ("the "Debtor" or "Parkview") and \_\_\_\_\_ (the "Liquidator"), is executed in order to govern the terms upon which the Liquidator will act as the Debtor's Chief Liquidation Officer in order to liquidate the Debtor's assets in connection with the Debtor's Chapter 11 First Amended Plan of Reorganization dated \_\_\_\_\_, 2015, including, without limitation, any supplement to such Plan and the exhibits and schedules thereto (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof (collectively, the "Plan"). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**WITNESSETH**

WHEREAS, the Debtor filed a petition for relief under Chapter 11 of the Bankruptcy Code, on or about June 16, 2015 with the Bankruptcy Court;

WHEREAS, no Official Committee of Unsecured Creditors has been appointed;

WHEREAS, on \_\_\_\_\_, 2015, the Debtor filed the Plan and related Disclosure Statement;

WHEREAS, on \_\_\_\_\_, 2016, the Bankruptcy Court entered the Confirmation Order approving the Plan;

WHEREAS, this Agreement is entered into pursuant to, and to effectuate certain provisions of, the Plan;

WHEREAS, the Liquidator shall be retained for the purposes of liquidating the Hospital Assets of the Debtor, including receiving the net proceeds from the prosecution, settlement or other disposition of the Pending Claims and all other claims or causes of action owned by the Debtor (the "Pending Claims Disposition") and the sale or disposition of any other Hospital Assets of the Debtor (the "Asset Dispositions") and collectively with the "Plan Dispositions") pursuant to the Plan, and prosecuting the Pending Claims and any other causes of action or claims that the Liquidator identifies, and making distributions to holders of Allowed Claims, including Allowed Class Five Claims, as contemplated by the Plan, and with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the purposes of the Plan and this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the Plan, the Debtor and the Liquidator agree as follows:

**ARTICLE 1**  
**RETENTION OF THE LIQUIDATOR**

1.1 Appointment of Liquidator.

(a) Pursuant to the Plan, \_\_\_\_\_ is hereby appointed as Chief Liquidation Officer of the Debtor effective as of the Implementation Date and shall have all the rights, powers and duties set forth herein, in the Plan and in the Confirmation Order, as that term is defined in the Plan.

1.2 Rights, Powers, Duties and Obligations of Liquidator.

(a) The Liquidator shall oversee and direct the expeditious but orderly liquidation of the Assets of the Debtor. Accordingly, the primary purpose of the Liquidator is to liquidate and distribute the Assets with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve or enhance the liquidation value of the assets consistent with the terms of the Plan.

(b) The Liquidator, subject to the exercise of his or her reasonable business judgment, shall, in an expeditious but orderly manner, liquidate and convert to Cash the Pending Claims including all claims or causes of action that the Liquidator identifies after the date hereof (collectively hereinafter referred to as the “Debtor’s Claims”), and make timely Plan Disbursements pursuant to the Plan and below at Article 5.1. The liquidation of the Debtor’s Claims may be accomplished either through the prosecution, compromise and settlement, abandonment or dismissal of any or all claims, rights or causes of action, or otherwise.

(c) The Liquidator shall have the absolute right to pursue, settle and compromise or not pursue any and all of the Debtor’s Claims as he or she determines is in the best interests of the Debtor and the holder of Allowed Claims in Class Five. The Liquidator shall have no liability for the outcome of any such decision except for any damages caused by recklessness, gross negligence, willful misconduct, or knowing violation of law.

(d) The Liquidator shall have the absolute right to abandon any Assets that he or she determines has no net value to the Debtor and the holders of Allowed Claims in Class Five. The Liquidator shall have no liability for any such decision except for any damages caused by recklessness, gross negligence, willful misconduct, or knowing violation of law.

1.3 Incorporation of Plan.

The Plan and the Confirmation Order are each hereby incorporated into this Agreement and made a part hereof by this reference; provided, however, to the extent that there is conflict between the provisions of this Agreement and the provisions of the Plan, this Agreement shall govern, and to the extent there is a conflict among the provisions of this Agreement and the Plan, on the one hand, and the Confirmation Order, on the other hand, the Confirmation Order shall govern.

1.4 Funding.

After payments to the holders of Allowed Administrative Claims including the Allowed Professional Fees and the Ordinary Course Expenses (but not including the Contingent Professional Fees), all of the remaining Free Cash, together with all of the proceeds of the prosecution, compromise and settlement of the Debtor's Claims as well as any other funds received by the Debtor on account of the liquidation of Assets by the Liquidator may be used by the Liquidator for administration of the Case in accordance with the Plan and this Agreement. No funds held by the Liquidator shall be used by the Debtor for the continuation of the Debtor's charitable mission and no funds received by the Debtor for the purpose of funding the Debtor's ongoing charitable mission will be used, or distributed, by the Liquidator.

**ARTICLE 2  
POWERS, DUTIES AND OBLIGATIONS OF THE LIQUIDATOR**

2.1 Proceeds.

All of the proceeds of the prosecution, compromise and settlement of the Debtor's Claims as well as any other funds received by the Debtor shall be held by the Liquidator for distribution in accordance with this Agreement.

2.2 Payment of Expenses.

(a) The Liquidator shall maintain a litigation expense fund (the "Litigation Expense Fund") to be used as the Liquidator determines to be reasonably necessary to meet contingent liabilities (not including the Contingent Professional Fees) and to maintain the value of the Assets during liquidation and to pay reasonable administrative costs, including fees and expenses (but not including the Contingent Professional Fees) in connection with, arising out of or related to the Debtor's Claims and to satisfy other liabilities incurred or assumed by the Liquidator in accordance with the Plan. The Liquidator may add to the Litigation Expense Fund, at any time and from time to time, such amounts as the Liquidator deems reasonable and appropriate to ensure that the Litigation Expense Fund will be adequate to meet the Debtor's expenses and liabilities.

(b) No payments will be made by the Liquidator to any counsel retained by the Debtor on account of the legal services rendered in connection with prosecution of the CMHC Adversary Proceeding except in accordance with the Contingent Fee Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, the Liquidator shall not be required to take any action or enter into or maintain any claim, demand, action or proceeding relating to the Debtor or the Debtor's Claims unless it shall have sufficient funds in the Litigation Expense Fund for that purpose.

2.3 Distributions.

The Liquidator may make interim distributions to the holders of Allowed Claims in Class Five as and when the Liquidator deems it appropriate to do so, provided that the

Liquidator has made appropriate reserves for disputed Secured Claims and disputed Administrative Claims, and a final distribution on the Effective Date in accordance with the provisions of the Plan.

2.4 Tenure, Removal, and Replacement of the Liquidator.

(a) The Liquidator will serve until resignation and the appointment of a successor pursuant to subsection (b) below, removal pursuant to subsection (c) disability or death (if applicable)).

(b) The Liquidator may resign by giving not less than ninety (90) days' prior written notice to the Debtor. Such resignation will become effective on the later to occur of (i) the day specified in such notice and (ii) the appointment of a successor as provided herein and the acceptance by such successor of such appointment. If a successor is not appointed or does not accept his or her appointment within ninety (90) days following delivery of notice of resignation, the Liquidator may file a motion with the Bankruptcy Court, upon notice and hearing, with notice provided to the Post Confirmation Service List (as that term is defined in Section 8.22 of the Plan), for the appointment of a successor;

(c) In the event of a vacancy in the position of the Liquidator (whether by removal, resignation, disability, or death, if applicable), the vacancy will be filled by the appointment of a successor by an order of the Bankruptcy Court upon motion of the Debtor and after an opportunity for a hearing with notice provided to the Post Confirmation Service List.

(d) Immediately upon the appointment of any successor, all rights, powers, duties, authority, and privileges of the predecessor Liquidator hereunder will be vested in and undertaken by the successor without any further act; and the successor will not be liable personally for any act or omission of the predecessor Liquidator;

(e) Upon the resignation or removal of a person serving as the Liquidator, such person shall file with the Bankruptcy Court and serve upon the Post Confirmation Service List, a report which shall contain the following information: (i) all assets then owned by the Debtor; (ii) an accounting of all income and expenses in connection with the liquidation of assets during the person's term of service (including any predecessor trustee); (iii) the ending balance of all of the Debtor's assets; (iv) a narrative describing actions taken by the Liquidator in the performance of its duties which materially affect the Debtor and the Debtor's Claims; and (v) a schedule reflecting the status of all then pending litigations, arbitrations, adversary proceedings and contested matters.

2.5 Acceptance of Appointment by Successor Liquidator.

Any successor appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Liquidator hereunder and thereupon the successor shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his or her predecessor with like effect as if originally named herein.

2.6 Role of the Liquidator.

In furtherance of and consistent with the purpose of the Plan, the Liquidator, subject to the terms and conditions contained herein and in the Plan, but without the need for any further Court order, shall have the power to (i) sell, transfer or dispose of Assets of the Debtor, or abandon any such asset as the Liquidator determines to be without material value; (ii) prosecute, compromise and settle, abandon or dismiss the Debtor's Claims for the benefit of the Debtor and the holders of Allowed Claims in Class Five; and (iii) to otherwise perform the functions and take the actions provided or permitted in the Plan or in this Agreement. In all circumstances, the Liquidator shall act in the best interests of all the holders of Allowed Claims in Class Five and in furtherance of the purpose of the Plan.

2.7 Authority of Liquidator.

Subject to any limitations contained herein or in the Plan, the Liquidator shall have the following powers and authorities:

(a) prosecute, compromise, settle, adjust, arbitrate, sue on or defend, pursue, abandon, exercise rights, powers, and privileges with respect to, or otherwise deal with and settle, in accordance with the terms set forth herein, the Debtor's Claims;

(b) sell, transfer, abandon or otherwise deal with any of the Debtor's Assets;

(c) protect and enforce the Debtor's rights of ownership to the Debtor's Claims by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(d) obtain reasonable insurance coverage with respect to the liabilities and obligations of the Liquidator under this Liquidation Agreement (in the form of an errors and omissions policy or otherwise);

(e) select counsel and other professionals, including, without limitation, any professionals employed by the same law firm as previously retained by the Debtor, who will be entitled to compensation in accordance with the terms of the Contingent Fee Agreement;

(f) take or refrain from taking any and all other actions (apart from those listed above) that the Liquidator reasonably deems necessary or convenient for the continuation, protection and maximization of the Debtor's Claims or to carry out the purposes of the Plan;

(g) make distributions as contemplated by the Plan.

2.8 Limitation of Liquidator's Authority.

Notwithstanding anything herein to the contrary, the Liquidator shall not, in his or her capacity as Liquidator, (a) be authorized to engage in any trade or business, or (b) take such actions inconsistent with the orderly liquidation of the Assets and Claims of the Debtor as are required or contemplated by applicable law and the Plan.



2.9 Books and Records.

The Liquidator shall cause the Debtor to maintain books and records relating to the Assets of the Debtor and income of the Debtor and the payment of expenses of, and liabilities of claims against or assumed by, the Debtor in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Debtor.

2.10 Inquiries into Liquidator's Authority.

Except as otherwise set forth in this Agreement or in the Plan, no person dealing with the Debtor shall be obligated to inquire into the authority of the Liquidator in connection with the protection, conservation or disposition of the Debtor's Claims or the making of Plan Disbursements.

2.11 Compliance with Laws.

Any and all distributions of assets and proceeds of borrowings, if any, shall be in compliance with applicable laws, including, without limitation, applicable federal and state securities laws, and the provisions of the Bankruptcy Code.

2.12 Compensation of the Liquidator.

(a) The Liquidator shall be compensated for his or her services as follows which amount shall be included in the Contingent Professional Fees: Upon entry of a judgment (or partial judgment) on, arbitration award on, or settlement (or partial settlement) of, some or any portion of any of the Debtor's Claims, reasonable compensation shall forthwith be paid to the Liquidator in the following manner: (i) an agreed upon percentage of the gross amount collected by the Liquidator and made available for Distribution to Allowed Claims in Class Five and an amount agreed upon by the Liquidator and the holder of an Allowed Secured Claim with respect to any amounts collected by the Liquidator on account of the Liquidation of Collateral for such Allowed Secured Claim, before any reduction for expenses; and (ii) Liquidator shall be paid reasonable expenses and disbursements incurred on behalf of Debtor.

(b) Except as provided in paragraph (a) above, Liquidator shall not be entitled to any other payment from the Debtor.

(c) In the event that Liquidator is replaced prior to the Effective Date of the Plan, the Liquidator shall be entitled to a reasonable fee to be established by the Bankruptcy Court to be paid on the Effective Date.

2.13 Reliance by Liquidator.

Except as otherwise provided herein: (a) the Liquidator may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Liquidator to be genuine

and to have been signed or presented by the proper party or parties; and (b) persons dealing with the Liquidator shall look only to the Assets of the Debtor to satisfy any liability incurred by the Liquidator to such Person in carrying out the terms of this Agreement, and the Liquidator shall not have any personal obligation to satisfy any such liability.

2.14 Standard of Care: Exculpation.

(a) Neither the Liquidator nor any of his or her duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Liquidator in good faith, other than acts or omissions resulting from the Liquidator's own gross negligence, recklessness, willful misconduct, knowing and material violation of law, or fraud.

(b) Neither the Liquidator nor any of his or her duly designated agents or representatives or professionals shall be liable to the debtor or any Creditors for the impairment, waiver, lapse or bar of any of the Debtor's Claims (including, without limitation, the expiration of the applicable statute of limitations or repose) related to a failure by the Liquidator to prosecute, unless the failure to prosecute was the result of gross negligence, recklessness, willful misconduct, or knowing violation of law.

(c) The Liquidator may, in connection with the performance of his or her functions, and in his or her sole and absolute discretion, consult with his or her attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Liquidator shall be under no obligation to consult with his or her attorneys, accountants, financial advisors or agents, and his or her good faith determination not to do so shall not result in the imposition of liability on the Liquidator, unless such determination is based on gross negligence, recklessness, willful misconduct, knowing and material violation of law, or fraud.

2.15 Conflicts of Interest.

If the Liquidator determines, in the exercise of his or her reasonable discretion, that it has a material conflict of interest with respect to the settlement, resolution or prosecution of any of the Debtor's Claims (including, but not limited to, issues related to Plan Disbursements), the Liquidator with the written approval of Debtor may select a designee to act on behalf of the Debtor solely with respect to such matter (the "Designated Liquidator"), with such designee's authority to act on behalf of the Debtor to terminate upon the matter's conclusion. If the designee files a pleading, motion or other paper with a court or tribunal on behalf of the Debtor, it shall do so in its own name as "Designated Liquidator of the Debtor."

2.16 No Implied Obligations.

No covenants or obligations shall be implied into this Agreement, the Plan or the Confirmation Order. The Liquidator shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any documents or instrument evidencing or otherwise constituting a part of the Debtor's Assets.

2.17 Completion Notice and Discharge of the Liquidator.

(a) At such time as the Liquidator determines that there is no further action which may reasonably be taken in order to liquidate the Assets or the Debtor's Claims, the

Liquidator shall prepare a final report (the “Completion Notice”), which shall contain the following information: (i) a summary of all of the Debtor’s Assets including all of the Debtor’s Claims; (ii) an accounting of all recoveries in respect of the Debtor’s Claims, and all income and expenses in connection with the Assets liquidated during the Liquidator’s term of service (including any predecessor Liquidator); (iii) a statement setting forth the distributions under the Plan to the date of the Completion Notice; (iv) a narrative describing the material actions taken by the Liquidator in the performance of its duties; (v) schedule(s) reflecting that: (A) all of the Debtor’s Claims and other Assets have been either: (i) reduced to cash; or (ii) abandoned by the Liquidator, in accordance with the provisions of this Agreement and the Plan; and (B) all expenses have been paid. The Completion Notice shall also describe all Plan Distributions to be made to the holders of Allowed Claims by the Liquidator in accordance with the provisions of this Agreement and the Plan; and (vi) the date that will be the Effective Date under the Plan.

(b) The Completion Report shall be filed with the Bankruptcy Court and served on each person listed on the Post Confirmation Service List. Upon the entry of a Final Order of the Bankruptcy Court approving the Completion Report, the Liquidator shall make final distributions under the Plan and thereafter be discharged from all liability to the Debtor or any person who or which has had or may then or thereafter have a claim against the Debtor or the Liquidator for acts or omissions in the Liquidator’s capacity as such, or in any other capacity contemplated by this Agreement or the Plan, unless the Bankruptcy Court orders otherwise for good cause.

2.18 Reliance by Liquidator.

Except as otherwise provided herein: (a) the Liquidator may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed reasonably by the Liquidator to be genuine and to have been signed or presented by the proper party or parties; and (b) persons dealing with the Liquidator shall look only to the assets of the Debtor to satisfy any liability incurred by the Liquidator to such Person in carrying out the terms of this Agreement, and the Liquidator shall not have any personal obligation to satisfy any such liability.

2.19 Action upon Instructions.

The Liquidator may consult with legal counsel and shall be fully protected in respect of any action taken or suffered in accordance with the advice of legal counsel. The Liquidator may at any time apply to the Bankruptcy Court for a determination as to the course of action to be taken by the Liquidator, or at any time seek instructions from the Bankruptcy Court concerning the acquisition, management or disposition of the Debtor’s Assets.

**ARTICLE 3  
TAX MATTERS**

3.1 Federal Income Tax Reporting.

The Liquidator shall not be responsible for filing tax returns on behalf of the Debtor (but shall disburse so much of the Free Cash as may be necessary to pay any professionals retained by the Debtor in connection with the preparation and filing of tax returns).

**ARTICLE 4**  
**DISTRIBUTIONS**

4.1 Distribution Schedule.

(a) The Liquidator shall make any disbursements arising from funds recovered by the prosecution, settling or other disposition of the Debtor's Assets on such schedule and in such amount (or amounts) as the Liquidator, in his or her sole discretion, deems appropriate, in accordance with the Plan and this Agreement.

(b) All such distributions shall be *pro rata* based on the number of dollars of Allowed Class Five Claims held compared with the aggregate number of dollars of all Allowed Class Five Claims, subject to the terms of the Plan and this Agreement. The Liquidator may withhold from amounts distributable to any holder of an Allowed Claim in Class Five any and all amounts, determined in the Liquidator's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

4.2 Manner of Payment or Distribution.

(a) To the extent that an Unsecured Claim is not an Allowed Class Five Claim on the date that any payment hereunder is due to be paid, then the amount to which the holder of such claim would be entitled if such claim were an Allowed Class Five Claim, shall be reserved for the account of the holder of such Claim until entry of a Final Order allowing or disallowing such claim ("Reserve Amount"), and such Reserve Amount shall be paid to the holder within thirty (30) days after the date on which such claim becomes an Allowed Class Five Claim. Any Reserve Amount held on account of an Unsecured Claim that does not become an Allowed Class Five Claim by entry of a Final Order, shall be distributed in accordance with the provisions of the Plan and this Agreement.

(b) Distributions and deliveries to holders of Claims will be made at the addresses reflected in the proofs of claim filed by the holders of Allowed Claims or, if no proof of claim was filed, at the addresses set forth in the Debtor's Schedules; or at the addresses set forth in any written notices of address changes delivered to the Debtor and/or the Liquidator after the date of any related proof of claim. If any distribution is returned as undeliverable, no further distributions to the holder will be made unless and until the Liquidator is notified of the holder's then current address, at which time all missed distributions will be made to the holder without interest. All claims for undeliverable distributions must be made to the Liquidator on or before the nine (9) month anniversary of the Effective Date. After that date, all unclaimed property will vest in the Debtor, and the Claim of any holder with respect to such property will be deemed disallowed, discharged, and forever barred from receiving any distribution under the Plan or pursuant to this Agreement.

(c) Checks issued by the Liquidator as distributions to holders pursuant to the Plan and this Agreement will be null and void if not cashed within one hundred twenty (120)

days of the date of their issuance. Requests for reissuance of any check shall be made to the Liquidator by the holder with respect to which the check originally was issued. Any claim with respect to such a voided check must be made by the holder to the Liquidator on or before six (6) months after the date of issuance of the check. After that date, all claims in respect of void checks will be discharged and forever barred and the cash, including interest earned thereon, if any, shall be delivered to and vest in the Debtor.

(d) No cash payment of less than twenty dollars (\$20.00) will be made by the Liquidator to any holder of an Allowed Claim unless a request is made in writing to the Liquidator to make such a payment.

## **ARTICLE 5 INDEMNIFICATION**

### **5.1 Indemnification of Liquidator and Others.**

(a) To the fullest extent permitted by law, the Debtor, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Liquidator and each of its respective directors, members, shareholders, partners, officers, agents, employees, attorneys and other professionals (collectively, the "Indemnified Persons") from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including, without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Debtor, except to the extent that the loss, cost, damage, expense or liability resulted primarily from the Indemnified Person's recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud. To the extent reasonable, the Debtor shall pay in advance or reimburse reasonable and documented out-of-pocket expenses (including advancing reasonable costs of defense) incurred by the Indemnified Person who is or is threatened to be named or made a defendant or a respondent in a proceeding concerning the business and affairs of the Debtor.

(b) Any Indemnified Person may waive the benefits of indemnification under this Section 6.1, but only by an instrument in writing executed by such Indemnified Person.

(c) The fact that an act or omission of an Indemnified Person was based upon advice of counsel will conclusively be deemed not to constitute recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud. Each Indemnified Person may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, and any order of the Bankruptcy Court.

(d) The rights to indemnification under this Section 6.1 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Article 6.1 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under this Agreement, or any other agreement or instrument to which that Person is a party.

5.2 Limited Recourse.

No recourse shall ever be had, directly or indirectly, against the Debtor, the Liquidator personally, or against any employee, contractor, agent, attorney, accountant or other professional retained in accordance with the terms of this Agreement or the Plan by the Liquidator, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidator in implementation of this Agreement or the Plan, or by reason of the creation of any indebtedness by the Liquidator under the Plan for any purpose authorized by this Agreement or the Plan, it being expressly understood and agreed that all such liabilities, covenants, and agreements of the Debtor, whether in writing or otherwise, shall be enforceable only against and be satisfied only out of the Debtor's assets or such part thereof as shall under the term of any such agreement be liable therefore or shall be evidence only of a right of payment out of the Debtor's assets.

Notwithstanding the foregoing, the Liquidator may be held liable for its recklessness, gross negligence, willful misconduct, knowing and material violation of law, or fraud as determined by a final order of a court of competent jurisdiction not subject to appeal. The Liquidator shall be discharged from all liability and obligations to any holder of an Allowed Claim which has received its final distribution.

5.3 No Liability for Acts of Predecessor.

No successor Liquidator shall be in any way responsible or liable for the acts or omissions of any predecessor Liquidator in office prior to the date on which such Person becomes the Liquidator, nor shall such successor Liquidator be obligated to inquire into the validity or propriety of any such act or omission unless such successor Liquidator expressly assumes such responsibility. Any successor Liquidator shall be entitled to accept as conclusive any final accounting and statement of the Debtor's Assets furnished to such successor Liquidator by the predecessor Liquidator and shall further be responsible only for those Assets properly includable in such statement.

5.4 Express Exculpatory Clauses in Instruments.

As far as practicable, the Liquidator shall cause any written instrument creating an obligation of the Debtor to include a reference to this Agreement and to provide that none of the holders of Allowed Claims, the Debtor, or the Liquidator shall be liable thereunder and that the other parties to such instrument shall look solely to the Debtor's Assets for the payment of any claim thereunder or the performance thereof; provided, however, that the omission of such provision from any such instrument shall not render the Liquidator liable nor shall the Liquidator be liable to anyone for such omission.

**ARTICLE 6**  
**TERM; TERMINATION OF THE LIQUIDATION AGREEMENT**

6.1 Term: Termination of the Liquidation Agreement.

(a) This Agreement shall remain in effect until the Effective Date and the passage of one hundred and twenty (120) days.

(b) This Agreement may be terminated earlier than its scheduled termination if (i) the Bankruptcy Court has entered a Final Order closing the Debtor's Chapter 11 Case pursuant to Section 350(a) of the Bankruptcy Code; *or* (ii) the Liquidator has administered all Assets of the Debtor, performed all other duties required by the Plan and this Agreement prior to the termination of this Agreement pursuant to subsection (a) above.

6.2 Continuance for Winding Up.

After the termination of this Agreement and for the purpose of liquidating and winding up the affairs of the Debtor, the Liquidator shall continue to act as such until his or her duties have been fully performed. Prior to the final distribution of all of the remaining assets of the Debtor and upon approval of the Debtor, the Liquidator shall be entitled to reserve from such assets any and all amounts required to provide for his or her own costs and expenses, in accordance with the terms of this Agreement, until such time as the winding up is completed.

**ARTICLE 7  
AMENDMENT AND WAIVER**

7.1 Amendment and Waiver.

(a) The Liquidator and the Debtor, may amend, supplement or waive any provision of this Agreement, without notice to or the consent of any other Person or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Agreement provided that such amendments, supplements or waivers shall not adversely affect the rights of holders of Allowed Claims under the Plan; and (ii) to evidence and provide for the acceptance of appointment hereunder by a successor in accordance with the terms of this Agreement and the Plan.

(b) Any other provision of this Agreement, may be amended or waived only with the approval of the Bankruptcy Court upon notice and an opportunity for a hearing.

**ARTICLE 8  
MISCELLANEOUS PROVISIONS**

8.1 Laws as to Construction.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE, WITHOUT REGARD TO WHETHER ANY CONFLICTS OF LAW WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

8.2 Jurisdiction.

Without limiting any person or entity's right to appeal any order of the Bankruptcy Court or to seek withdrawal of the reference with regard to any matter, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result, from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all

actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

8.3 Dispute Resolution.

In the event of any unresolved dispute between the Liquidator and the Debtor, such dispute shall be resolved by the Bankruptcy Court upon motion by the Liquidator or the Debtor, with notice provided to the Post Confirmation Service List.

8.4 Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.5 Headings.

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

8.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all together shall constitute one agreement.

8.7 Entire Agreement.

This Agreement (including the Recitals), the Plan, and the Confirmation Order constitute the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Agreement, the Plan and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the Plan or in the Confirmation Order, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Agreement.

8.8 Joint Litigation Privilege.

All communications, whether in writing or oral, among, and all documents exchanged among, the Liquidator, and its agents and representatives, on the one hand, and the Debtor, and its agents and representative, on the other hand, shall be for all purposes deemed to be, and treated as, privileged communications, not subject to discovery, disclosure, or process seeking the same, based upon their common interests, joint litigation privileges, and joint attorney-



work product protections, of the Liquidator and the Debtor with respect to all matters pertaining to the Plan and this Agreement.

IN WITNESS WHEREOF, the Debtor and the Liquidator have signed this Agreement as of this \_\_ day of \_\_\_\_\_, 2016.

WITNESS:

PARKVIEW ADVENTIST  
MEDICAL CENTER

\_\_\_\_\_

By: \_\_\_\_\_

Its:

Printed name:

\_\_\_\_\_

\_\_\_\_\_  
[insert name of Liquidator]