UNIFIED 2020 REALTY PARTNERS, LP

SECOND AMENDED DISCLOSURE STATEMENT

NOVEMBER 26, 2013

PART II

UNITED CENTRAL BANK
PROMISSORY NOTE

$13,400,000.00 **Garland, Texas** **October 30, 2009**

FOR VALUE RECEIVED, I, we, or either of us ("Borrower"), promises to pay to the order of United Central Bank ("Lender"), at Lender's address at 4555 West Walnut, Garland, Dallas County, Texas 75042, or at such other place as Lender may designate in writing, the principal sum of Thirteen Million Four Hundred Thousand Dollars ($13,400,000.00) or so much thereof as shall be advanced, with interest thereon at the Stated Interest Rate, as follows:

1. **DEFINITIONS.** When used herein, the following terms have the meanings given in this paragraph:

A. **Deferred Interest.** The term "Deferred Interest" shall mean the difference between the amount of interest accruing under this Note prior to December 10, 2011 exceeds the amount applied toward the accrued interest pursuant to Paragraph 2.A below.

B. **Maximum Rate.** The term "Maximum Rate" shall mean the highest lawful rate of interest applicable to this Note. In determining the Maximum Rate, due regard shall be given to all payments, fees, charges, deposits, balances and agreements which may constitute interest or be deducted from principal when calculating interest.

C. **Security Instruments.** The term "Security Instruments" shall mean any Deed of Trust and/or Security Agreement described herein, together with all other assignments, loan agreements, guaranty agreements, mortgages or other agreement securing or pertaining to this Note or evidencing the loan evidenced hereby.

D. **Stated Interest Rate.** The term "Stated Interest Rate" shall mean the lesser of (i) Maximum Rate or (ii) fourteen percent (14.00%) per annum calculated on a daily basis. The daily rate shall be equal to 1/360th times the Stated Interest Rate (but shall not exceed the Maximum Rate).

2. **PAYMENT.** The principal and interest of this Note are payable on demand, but if no demand is made, then as follows:

A. Principal and interest are payable in twenty-five (25) equal monthly installments of One Hundred Three Thousand Eight Hundred Ninety Dollars ($103,890.00) each, the first installment of which is due and payable on December 10, 2009, and each subsequent

installment of which is due and payable on the tenth (10th) day of each succeeding calendar month for the 24 months thereafter. All payments made pursuant to this subparagraph A shall first be applied to the accrued but unpaid interest calculated at seven percent (7%) per annum, being one half of the Stated Interest Rate, on the principal balance from time to time remaining outstanding hereunder, with the remainder to be applied toward principal.

B. One installment of all Deferred Interest shall be due and owing on December 10, 2011.

C. Thereafter, principal and interest are payable in ninety-four (94) equal monthly installments of One Hundred Sixty-One Thousand Four Hundred Twenty-Two Dollars ($161,422.00) each, the first installment of which is due and payable on January 10, 2012, and each subsequent installment of which is due and payable on the tenth (10th) day of each succeeding calendar month for the 93 months thereafter. All payments under this subparagraph B shall first be applied to the accrued but unpaid interest on the principal balance from time to time remaining outstanding hereunder, with the remainder to be applied toward principal.

D. One final installment in full of the principal and interest then due, owing and outstanding shall be due and payable on November 10, 2019.

3. PREPAYMENT PENALTY. In the event that this Note is prepaid in full or in part voluntarily or through an acceleration of the maturity date of the Note due to an event of default hereunder or under the Security Instruments at any time prior to the maturity date hereof, Borrower shall pay to Lender a prepayment penalty. If the prepayment is made within one (1) year from the date hereof, the prepayment penalty shall be equal to ten percent (10%) of the amount of the prepayment; and each year thereafter, the prepayment penalty shall be reduced by one percent (1%) per year. Notwithstanding the foregoing, in the event a prepayment of the entire outstanding principal balance is made within thirty (30) days of the maturity date, no prepayment penalty shall be due and payable. A prepayment shall be defined as that portion of any payment that exceeds the normal principal reduction of this Note by more than twenty percent (20%) based on the applicable amortization schedule.

4. LATE CHARGE. In the event that any payment, installment or amount due hereunder continues unpaid for more than ten (10) days following the date such payment is due, including Saturdays, Sundays and holidays, Borrower agrees to pay Lender a late charge in the amount of five percent (5%) of such past due payment, installment or amount due; however, nothing in this paragraph shall be construed to allow Lender to charge or collect interest in excess of the Maximum Rate. Such late charge shall be due and payable upon demand, however, only one late charge shall be paid for each late payment, installment or amount due.

5. FINANCIAL INFORMATION. During the term of the Note, Borrower agrees to furnish to Lender the following: (a) within twenty (20) days of Lender's request, any and all financial information which Lender may request, including, but not limited to, financial statements, tax returns, and tax receipts; (b) as soon as practicable, and in any event mailed within ninety (90) days after the end of its fiscal year, Borrower's financial statement of annual income and expenses and balance sheet

certified by Borrower; (c) Borrower's federal income tax return no later than ten (10) days after said return has been filed with the Internal Revenue Service; (d) with reasonable promptness, such other financial data of Borrower as Lender may reasonably request; and (e) as to any and all guarantors of this Note, (i) the guarantor's personal financial statement in form satisfactory to Lender and certified by the guarantor; (ii) the guarantor's federal income tax return; and (iii) such other financial data as Lender may reasonably request. All financial statements shall be in form and content satisfactory to Lender in Lender's sole discretion.

In addition to or in lieu of exercising any of its rights or remedies under this Note, in the event Borrower or any guarantor of this Note fails to provide the financial information as required hereunder or under the Security Instruments, Lender shall have the right to increase the Stated Interest Rate for a period commencing three (3) days after delivery of written notice to Borrower of such default and ending upon the curing of said noticed default, by one-half of one percent (.50%) for the first thirty (30) days, and to increase the Stated Interest Rate an additional one-fourth of one percent (.25%) for each thirty (30) day period thereafter during which the noticed default continues uncured; provided, however, the Stated Interest Rate shall never exceed the Maximum Rate. Such default interest rates shall apply to the outstanding principal balance of the Note. Upon the curing of the noticed default, the interest rate on the Note shall revert to the initially agreed upon Stated Interest Rate effective on the date on which the default is cured. Such additional interest shall be due and payable with each regularly scheduled payment as set forth herein. All notices to Borrower shall be deemed to be received upon the earlier of actual receipt or three (3) days after deposit in the U.S. Mail, postage prepaid, certified or registered mail, addressed to Borrower at the address set forth in the Deed of Trust. Any noticed default shall be deemed to be cured only at such time as Borrower has provided Lender with evidence satisfactory to Lender, in its sole discretion, that such default has been cured. Nothing contained in this paragraph shall be deemed to be an election of remedies by Lender or a waiver of any of its rights or remedies contained in this Note or other document or instrument evidencing or securing the Note, including, but not limited to, Lender's right to accelerate the Note.

6. **APPLICABLE INTEREST CEILING.** For purposes of determining the Maximum Rate, the Weekly Ceiling specified in Texas Credit Title Art. 5069-1D.002 and/or Texas Finance Code Section 303.201 (formerly Tex. Rev. Civ. Stat. Ann. art. 5069-1.04), as amended, shall be used (Borrower and Lender hereby agreeing to such rate); however, if permitted by law, Lender may implement any ceiling under that law used to compute the rate of interest hereunder by notice to Borrower as provided in such law. Notwithstanding the foregoing sentence, if either Section 501 or Section 511 of the Depository Institutions Deregulatory and Monetary Control Act of 1980, as amended, permit a higher Maximum Rate than the Texas Credit Title and/or Texas Finance Code, such higher Maximum Rate shall apply to this Note.

7. **DEFAULT, REMEDIES.** At the option of Lender, the entire unpaid principal balance and accrued but unpaid interest hereon shall, to the extent permitted by law, at once become due and payable without notice or demand and Lender may foreclose and enforce all liens and security interests securing this Note upon the occurrence at any time of any of the following events: (i) default in the payment of any installment of principal or interest due hereunder; or (ii) default in the performance of any of the covenants or provisions of the Security Instruments; or (iii) the liquidation, termination, dissolution, or (if any of the undersigned is a natural person) the death of any of the

undersigned; or (iv) the bankruptcy or insolvency of, the assignment for the benefit of creditors by, or the appointment of a receiver for any property of, any party liable for the payment of this Note, whether as maker, endorser, guarantor, surety, or otherwise; or (v) if Lender, prior to maturity, reasonably believes the prospect for payment hereof is impaired or deems itself insecure. If this Note is not paid when due, whether at maturity or by acceleration, or if it is collected through a bankruptcy, probate, or other judicial proceeding, whether before or after maturity, Borrower agrees to pay reasonable attorney's fees, together with all actual expenses of collection and litigation and costs of court incurred by Lender, whether or not suit is actually filed.

8. INTEREST AFTER DEFAULT OR MATURITY. All past due principal and interest shall bear interest from maturity at the maximum rate of interest permitted by then applicable law or, if no limit is established by applicable law, at the Stated Interest Rate plus five percent (5%) per annum.

9. WAIVER. To the extent permitted by law, Borrower and all other makers, signers, sureties, guarantors and endorsers of this Note waive demand, presentment, notice of dishonor, notice of intent to demand or accelerate payment hereof, notice of acceleration, diligence in the collecting, grace, notice and protest, and agree to one or more extensions for any period or periods of time and partial payments, before or after maturity, without prejudice to the Lender.

10. SECURITY. This Note is secured, in part, by the following: (a) Deed of Trust ("Deed of Trust") of even date herewith, executed by Borrower to Keith Ward, Trustee, covering certain real property situated in the County of Dallas and State of Texas; (b) Security Agreement ("Security Agreement") of even date herewith, executed by Borrower, as Debtor, and Lender, as Secured Party; and (c) Collateral Assignment of Proceeds ("Security Agreement") of even date herewith, executed by Borrower, as Debtor, and Lender, as Secured Party. The Note and Security Instruments are, in part, in renewal and extension of, and not an extinguishment of, that one certain Promissory Note dated January 24, 2008, in the original principal sum of Fourteen Million Dollars ($14,000,000.00), executed by Unified 2020 Realty Partners LP, payable to Hillcrest Bank, and secured by Deed of Trust of even date therewith, executed by Unified 2020 Realty Partners LP to Michele McCue, Trustee, recorded under Instrument No. 20080026686 in the Real Property Records of Dallas County, Texas; and being modified by instrument dated January 30, 2009 and recorded under Instrument No. 200900033973 in the Real Property Records of Dallas County, Texas; and said Promissory Note and Deed of Trust being assigned to Lender pursuant to Assignment of Lien of even date herewith.

11. CONTROLLING AGREEMENT. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to Lender exceed interest computed at the Maximum Rate. If, from any circumstance whatsoever, interest would otherwise be payable to Lender hereof in excess of interest computed at the Maximum Rate, the interest payable to Lender shall be reduced to interest computed at the Maximum Rate; and if from any circumstance Lender shall ever receive anything of value deemed interest by applicable law in excess of interest computed at the Maximum Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to Borrower. All interest

paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest so computed shall not exceed the Maximum Rate. This paragraph shall control all agreements between Borrower and Lender.

12. **APPLICABLE LAW.** This Note shall be construed in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas.

13. **NO WAIVER.** No delay on the part of Lender in the exercise of any power or right under this Note or Security Instruments shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or exercise of any other power or right. Enforcement by Lender of any security for the payment hereof shall not constitute any election by it of remedies so as to preclude the exercise of any other remedy available to it.

14. **SUCCESSORS, ASSIGNS.** The term "Lender" shall include all of Lender's successors and assigns to whom the benefits of this Note shall inure.

15. **PAYMENT AT MATURITY.** At the maturity of this Note, Borrower will be required to either (a) pay the entire remaining outstanding principal balance; (b) renew and extend the Note with Lender; or (c) refinance with another lender. Lender's determination to renew and extend the Note is at Lender's sole discretion and may be upon different terms and conditions, including, but not limited to, changes in the interest rate, amortization and/or payment amount, and may be conditioned upon the payment of additional fees.

Unified 2020 Realty Partners LP,
a Texas limited partnership

By: Unified 2020 Realty Partners GP, LLC,
a Texas limited liability company,
General Partner

By: BVL Partners, LLC,
a Texas limited liability company,
Manager

By: _____
Edward Roush, Jr., Manager

34. Paragraph 10 of the UCB Note is significant:

> **10. SECURITY**. This Note is secured, in part, by the following: (a) Deed of Trust ("Deed of Trust") of even date herewith, executed by Borrower to Keith Ward, Trustee, covering certain real property situated in the County of Dallas and State of Texas; (b) Security Agreement ("Security Agreement") of even date herewith, executed by Borrower, as Debtor, and Lender, as Secured Party; and (c) Collateral Assignment of Proceeds ("Security Agreement") of even date herewith, executed by Borrower, as Debtor, and Lender; as Secured Party. **The Note and Security Instruments are, in part, in renewal and extension of, and not in extinguishment of, that one certain Promissory Note dated January 24, 2008, in the original principal sum of Fourteen Million Dollars ($14,000,000.00), executed by Unified 2020 Realty Partners LP, payable to Hillcrest Bank, and secured by Deed of Trust of even date therewith, executed by Unified 2020 Realty Partners LP to Michele McCue, Trustee, recorded under Instrument No. 20080026686 in the Real Property Records of Dallas County, Texas; and being modified by instrument dated January 30, 2009 and recorded under Instrument No. 200900033973 in the Real Property Records of Dallas County, Texas; and said Promissory Note and Deed of Trust being assigned to Lender pursuant to Assignment of Lien of even date herewith.**

35. Based on Section 10 and the highlighted language above, what is meant by "*This Note is secured, in part*" is easy to decipher. UCB paid $12,527,222.37 to ostensibly acquire the Hillcrest Note. The Hillcrest Note was itself secured by the various instruments identified above identified herein as the Hillcrest Deed of Trust which were purportedly assigned by Hillcrest to UCB. The UCB Note amount was $13,400,000. The "in part" is solved by the simple equation of (face amount of Note minus payment of $12,527,222.37 to Hillcrest = $872,777.63). The UCB Deed of Trust at best secured $872,777.63 against the 2020 Property.

36. As clearly stated in the provision quoted above, the UCB Deed of Trust depended on and relied upon the Hillcrest Bank deed of trust recorded under Instrument No. 20080026686 in the Real Property Records of Dallas County, Texas (the "**Hillcrest Deed of Trust**").

37. Indeed, so important was the Hillcrest Deed of Trust to the UCB Deed of Trust that it was assigned to UCB by Hillcrest Bank.

38. On October 28, 2009 Hillcrest Bank executed an Assignment of Deed of Trust effective on September 30, 2009 and it was recorded as follows:

GF# 09745I-MACB

After recording, please return to:
Bradley J. Maddock
Lewis, Rice & Fingersh
One Petticoat Lane, Suite 500
1010 Walnut
Kansas City, Missouri 64106
(816) 421-2500

ELECTRONICALLY RECORDED 200900313199
11/05/2009 12:10:25 PM AL 1/5

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEEDS OF TRUST is made as of this 30th day of September, 2009, by:

HILLCREST BANK, a Kansas bank, having an office at 11111 West 95th Street, Overland Park, Kansas 66214 (hereinafter called "Assignor").

TO

UNITED CENTRAL BANK, having an office at 4555 W. Walnut Street, Garland, Texas 75042 (hereinafter called "Assignee").

In consideration of the sum of One Dollar ($1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby acts and agrees as follows:

1. By these presents and by delivery to Assignee of the documents enumerated hereinafter, Assignor hereby grants, conveys, transfers and assigns to Assignee, that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing from Unified 2020 Realty Partners, LP, a Texas limited partnership ("Borrower") to Assignor, recorded January 25, 2008 as Instrument No. 20080026686 in the Recorder's Office of Dallas County, Texas (the "Deed of Trust").

2. The property encumbered by the Deed of Trust is legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference.

3. This Assignment is made simultaneously and together with the endorsement by Assignor in favor of Assignee of that certain Promissory Note dated January 24, 2008 made by

Borrower to the order of Assignor, in the original principal amount of $14,000,000.00, which includes the assignment of all monies and interest due or to become due on said promissory note.

4. This Assignment is made without recourse or warranty.

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[Continued on next page]

IN WITNESS WHEREOF, Assignor has executed this Assignment of Deeds of Trust as of the day and year first above written.

ASSIGNOR:

HILLCREST BANK,
a Kansas bank

By: _____
Bradley Berger
Senior Vice President

ACKNOWLEDGMENT

STATE OF Kansas)
) ss:
COUNTY OF Johnson)

On this 28 day of October, 2009, before me, a Notary Public in and for said County and State, personally appeared BRADLEY BERGER, to me personally known, who, being by me duly sworn (or affirmed), did say that such individual is the SENIOR VICE PRESIDENT of HILLCREST BANK, a Kansas bank, and that said instrument was signed on behalf of said bank, and said person acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Becky Fenner
Notary Public

My Commission Expires:
December 9, 2010

NOTARY PUBLIC – State of Kansas
BECKY FENNER
My Appt. Expires 12-9-10

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ASSIGNEE:

UNITED CENTRAL BANK

By: _____
Name: Keith Ward
Title: president

ACKNOWLEDGMENT

STATE OF)
) ss:
COUNTY OF)

On this 3 day of November, 2009, before me, a Notary Public in and for said County and State, personally appeared Keith Ward, to me personally known, who, being by me duly sworn (or affirmed), did say that such individual is the President of UNITED CENTRAL BANK, and that said instrument was signed on behalf of said banking corporation, and said person acknowledged said instrument to be the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Maria Ceballos
Notary Public

My Commission Expires:

MARIA CEBALLOS
MY COMMISSION EXPIRES
November 14, 2010

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EXHIBIT A

Legal Description of Property Encumbered by Deed of Trust

Being a part of City Block No. 249, City of Dallas, Dallas County, Texas and being a part of those certain tracts or parcels of land conveyed to Temple-Inland Insurance Company from Great American Reserve Insurance Company by deed recorded in Volume 90126, Page 1793, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a cut "X" found for corner at the intersection of the Southwest right-of-way line of Olive Street (variable R.O.W.) and the Southeast right-of-way line of Live Oak Street (70 foot R.O.W.);

THENCE South 46 degrees 11 minutes 30 seconds East along the Southwest line of Olive street, a distance of 114.89 feet to a cut "X" found for corner at the beginning of a curve to the right having a radius of 110.72 feet, a central angle of 76 degrees 01 minutes 24 seconds, a chord bearing of South 08 degrees 10 minutes 48 seconds East, a chord distance of 136.37 feet;

THENCE along the Southwest line of Olive Street and Olive-Harwood Connection an arc length of 146.91 feet to a 60d nail found for corner;

THENCE South 30 degrees 07 minutes 22 seconds West along the Westerly line of Olive-Harwood Connection, a distance of 85.70 feet to a P.K. nail found for corner in the Northwest right-of-way line of Pacific Avenue (80 foot R.O.W.);

THENCE South 74 degrees 11 minutes 47 seconds West along the Northwest line of Pacific Avenue, a distance of84.95 feet to a cut "X" found for corner at the intersection of the Northwest right-of-way line of Pacific Avenue and the Northeast right-of-way line of North Harwood Street (62 foot R.O.W.);

THENCE North 54 degrees 00 minutes 00 seconds West along the Northeast right-of-way line of North Harwood Street, a distance of 201.01 feet to a cut "X" found for corner at the intersection of the Northeast right-of-way line of North Harwood Street and the Southeast right-of-way line of Live Oak Street;

THENCE North 43 degrees 42 minutes 12 seconds East along Southeast right-of-way line of Live Oak Street, a distance of 267.83 feet to the POINT OF BEGINNING and containing 54,573 square feet or 1.253 acres of land, more or less.

39. The Assignment of Deed of Trust from Hillcrest to UCB contained the following language:

> ***"This Assignment is made simultaneously and together with the endorsement by Assignor in favor of Assignee of that certain Promissory Note dated January 24, 2008 made by Borrower to the order of Assignor, in the original principal amount of $14,000,000.00 …"***

This statement ultimately proved false because such transaction never occurred.

40. On November 17, 2009, Hillcrest Bank sent a letter to Edward Roush of Unified 2020, transmitting and delivering the original Hillcrest Note marked "Paid" as follows:

[Continued on next page]

Hillcrest Bank

NOVEMBER 17, 2009

UNIFIED 2020 REALTY PARTNRS
2020 LIVE OAK ST 11TH FLOOR
C/O EDWARD ROUSH
DALLAS TX 75201-4122

Re: Loan #: 64195

Dear Customer:

Enclosed please find your original documents on the above referenced loan. The bank will file with the proper officials to release our interest in the security related to the loan.

We appreciate your business and we are here to serve you in the future.

Sincerely,

P. Mihalko
Collateral Processor
Hillcrest Bank

11111 West 95th Street • Overland Park, KS 66214 • (913) 492-7500 • fax (913) 492-0917

Member FDIC www.hillcrestbank.com

PROMISSORY NOTE

#64195

Overland Park, Kansas
January 24, 2008

$14,000,000.00

FOR VALUE RECEIVED, **UNIFIED 2020 REALTY PARTNERS, LP**, a Texas limited partnership (hereinafter called "Borrower"), having an address at 1139 South Main Street, Grapevine, Texas 76051, promises to pay to the order of **HILLCREST BANK** (hereinafter called "Lender"), at the office of Lender at 11111 W. 95th Street, Overland Park, Kansas 66214, or at such other place as the Lender may from time to time designate in writing, the principal sum of **FOURTEEN MILLION AND 00/100THS DOLLARS (U.S. $14,000,000.00)**, together with interest thereon, as follows *(certain capitalized terms used herein are hereinafter defined)*:

§1. **Accrual of Interest; Interest Rate; Payments.**

(a) Interest shall accrue on the outstanding principal balance under this Note from the date hereof through the Maturity Date at the Applicable Rate, or if applicable under the terms of this Note, the Default Rate.

(b) On February 1, 2008, and on the corresponding day of each succeeding calendar month to and including May 1, 2008, Borrower shall pay to Lender the entire amount of interest accrued and then unpaid on the indebtedness evidenced hereby.

(c) The entire unpaid principal balance of this Note, together with all interest accrued but unpaid thereon, shall be due and payable on the Maturity Date. If Borrower should fail to repay this Note in full by the Maturity Date, then interest shall accrue at the Default Rate on the outstanding principal balance under this Note from the Maturity Date until this Note is repaid in full (notwithstanding the entry of any decree, order, judgment or other judicial action concerning this Note).

(d) Borrower acknowledges that the periodic interest payments described above (and the interest payments required during the Option Period, to the extent applicable) will not provide any amortization of the Loan over the term of this Note, and that a payment of all principal owing under this Note (a balloon payment), in an amount greater than the amounts of such periodic interest payments, will be required on the scheduled Maturity Date.

(e) All payments under this Note (other than payments of late charges) shall be first applied to interest and the remainder to principal. Remittances in payment of any part of the indebtedness evidenced hereby other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by the holder hereof in immediately available U.S. funds and shall be made without offset, demand, counterclaim, deduction, or recoupment (each of which is hereby waived) and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by the holder hereof of any payment in an amount less than the amount then due on any indebtedness shall be

deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default. The books and records of Lender shall be prima facie evidence of all sums owing to Lender from time to time under this Note, but the failure to record any such information shall not limit or affect the obligations of Borrower under the Loan Documents.

(f) Interest under this Note shall be computed based on a year of three hundred sixty (360) days and paid for the actual number of days elapsed.

§2. Prepayments. Borrower shall have the right to prepay this Note in full or in part without premium or penalty at any time upon giving written notice to Lender specifying the date of prepayment and the amount to be prepaid not less than three (3) business days prior to each such prepayment. Each prepayment shall be applied first to accrued, unpaid interest, which is past due, and the balance to the principal indebtedness. If notice of intention to prepay is given, the amount specified in such notice to be prepaid, together with all accrued, unpaid interest thereon, shall become due and payable on the date specified for prepayment in such notice. The principal portion of all prepayments shall be applied to the unpaid installments coming due under this Note in the inverse order of their scheduled maturities.

§3. Option to Extend Maturity. Notwithstanding any contrary provisions hereof, Borrower shall have one (1) option to extend the Maturity Date to the last day of the Option Period, subject to the following terms and conditions:

(a) Borrower may exercise the Option only by delivering to Lender the Exercise Notice not less than thirty (30), nor more than ninety (90) days prior to the then scheduled Maturity Date, which exercise shall not be effective unless Borrower also pays Lender concurrently therewith the Extension Fee and the Interest Reserve Deposit;

(b) Borrower shall have no right to exercise the Option if any Event of Default or any event or circumstance which, with the giving of notice, the passage of time or both, would constitute such an Event of Default, shall exist either on the date the Exercise Notice is given or on the Maturity Date, or at any time between those two dates;

(c) Lender shall have no obligation to advance any sums to Borrower during the Option Period; and

(d) Upon effective exercise of the Option as herein provided:

(i) The last day of the Option Period shall become the "Maturity Date" for all purposes hereunder;

(ii) on the new Maturity Date set forth in §3(d)(i) above, the entire unpaid principal balance then evidenced by this Note, together with all accrued, unpaid interest thereon and all other sums due Lender under this Note or any of the Loan Documents, shall be due and payable; and

(iii) Borrower shall continue to make monthly payments to Lender during the Option Period on the first day of each month as set forth in §1(b) until the new Maturity Date.

§4. Security. This Note is secured by the Mortgage, encumbering real property in Dallas, Dallas County, Texas, and other security.

§5. Certain Terms Defined. In addition to words and terms defined elsewhere in this Note the following terms, as used in this Note, shall have the following meanings:

"Applicable Rate" shall mean the greater of (i) the sum of the Margin and the Base Rate, which rate is subject to change from time to time effective on the date of each change in the Base Rate, or (ii) the Floor Rate.

"Base Rate" shall mean the composite "Prime Rate" as reported in the Wall Street Journal from time to time as representing the prime rate on corporate loans at large U.S. money center commercial banks; provided, that if at any time the Wall Street Journal shall cease to report said Prime Rate, then thereafter "Base Rate" shall mean the interest rate per annum announced from time to time by Lender as its corporate base rate, whether or not higher or lower rates of interest are actually charged by Lender and whether or not such Base Rate is announced to the general public. The Base Rate is not necessarily the lowest, or a favored, rate of interest charged by Lender.

"Default Rate" shall mean a per annum interest rate equal to five percent (5%) in excess of the Applicable Rate.

"Event of Default" shall mean an "Event of Default" as defined in the Loan Agreement.

"Exercise Notice" shall mean a written notice from Borrower to Lender of Borrower's intention to exercise the Option.

"Extension Fee" shall mean that fee required to be paid pursuant to §12(c) of the Loan Agreement by Borrower to Lender as a condition to Borrower's exercising the Option hereunder.

"Floor Rate" shall mean a per annum interest rate equal to seven and 25/100ths percent (7.25%).

"Interest Reserve Deposit" shall mean that sum required to be deposited in the Reserve Account pursuant to §4(b) of the Loan Agreement.

"Loan" shall mean all of the indebtedness evidenced hereby from time to time, whether principal, interest or otherwise, and all sums coming due Lender under any of the Loan Documents from time to time.

"Loan Agreement" shall mean that certain Loan Agreement made by and between Borrower and Lender on or about even date herewith, now or hereafter amended, modified or supplemented.

"Loan Documents" shall mean collectively the Loan Agreement, this Note, the Mortgage, each guaranty of all or part of the Loan given to Lender, and each other instrument, agreement or document now or hereafter evidencing, securing, supporting, guaranteeing or executed in connection with the indebtedness evidenced hereby, and all documents defined as "Loan Documents" in the Loan Agreement, and any amendments to any of the same hereafter made.

"Margin" shall mean an annual rate of interest equal to one percent (1%).

"Maturity Date" shall mean May 31, 2008, unless extended pursuant to §3 hereof.

"Mortgage" shall mean that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing of even date herewith from Borrower for the benefit of Lender, encumbering the Mortgaged Property and securing repayment of the Loan, as the same may hereafter be amended.

"Mortgaged Property" shall mean the "Mortgaged Property" as defined in the Mortgage.

"Note" shall mean this Promissory Note, as the same may be amended, modified, supplemented, replaced, exchanged, extended, renewed, increased, refunded or restated from time to time.

"Option" shall mean the option herein given by Lender to Borrower to extend the Maturity Date of this Note to the last day of the Option Period.

"Option Period" shall mean the period of time commencing on the day after the Maturity Date and ending on August 31, 2008.

"Reserve Account" shall mean "Reserve Account" as defined in §4(b) of the Loan Agreement.

"Usury Law" shall mean any law or regulation of any governmental authority having jurisdiction, limiting the amount of interest that may be paid for the loan, use or detention of money.

§6. Late Charge. If any payment due under this Note is not received by Lender within five (5) days after such payment is due, Borrower shall pay to Lender on demand a late charge in an amount equal to five percent (5.00%) of such overdue payment, to compensate Lender for some of the additional costs and expenses of processing late payments. Such five (5) day period shall not be construed as in any way extending the due date of any payment. The "late charge" is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other remedy Lender may have and is in

addition to any fees and charges of any agents or attorneys which Lender may employ upon the occurrence of an Event of Default, whether authorized herein or by law.

§7. **Event of Default.** If an Event of Default shall occur and exist, then: (a) the entire unpaid principal balance of the Loan and all other sums payable to Lender under this Note and/or any of the other Loan Documents, together with unpaid interest on the Loan and all such sums, shall at the option of Lender become immediately due and payable without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration or any other notice or other action, all of which are hereby waived by Borrower; and (b) notwithstanding any other provision of this Note, during the period of existence of such Event of Default, interest on the Loan shall accrue and be paid at the lesser of (i) the Default Rate, or (ii) the maximum lawful rate of interest under the applicable Usury Law. All of the rights, remedies, powers and privileges (together, "Rights") of the holder hereof provided for in this Note and in any other Loan Document are cumulative of each other and of any and all other Rights at law or in equity. The resort to any Right shall not prevent the concurrent or subsequent employment of any other appropriate Right. No single or partial exercise of any Right shall exhaust it, or preclude any other or further exercise thereof, and every Right may be exercised at any time and from time to time. No failure by the holder hereof to exercise, nor delay in exercising any Right, including but not limited to the right to accelerate the maturity of this Note, shall be construed as a waiver of any Event of Default or as a waiver of the Right. Without limiting the generality of the foregoing provisions, the acceptance by the holder hereof from time to time of any payment under this Note which is past due or which is less than the payment in full of all amounts due and payable at the time of such payment, shall not (i) constitute a waiver of or impair or extinguish the right of the holder hereof to accelerate the maturity of this Note or to exercise any other Right at the time or at any subsequent time, or nullify any prior exercise of any such Right, or (ii) constitute a waiver of the requirement of punctual payment and performance or a novation in any respect. If any holder of this Note retains an attorney in connection with any Event of Default or at maturity or to collect, enforce or defend this Note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy, arbitration or other proceeding, then Borrower agrees to pay to each such holder, in addition to principal, interest and any other sums owing to Lender hereunder and under the other Loan Documents, all reasonable costs and expenses incurred by such holder in trying to collect this Note or in any such suit or proceeding, including, without limitation, reasonable attorneys' fees and expenses as permitted by law, investigation costs and all court costs, whether or not suit is filed hereon, whether before or after the Maturity Date, or whether in connection with bankruptcy, insolvency or appeal, or whether collection is made against Borrower or any guarantor or endorser or any other person primarily or secondarily liable hereunder.

§8. **Joint and Several Liability; Certain Waivers.** If more than one person or entity executes this Note as Borrower, all of said parties shall be jointly and severally liable for payment of the indebtedness evidenced hereby. Borrower and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (a) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other Loan Document), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (b) agree to any

substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (c) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereunder against Borrower or others liable or to become liable hereon or to perfect or enforce its rights against them or any security herefor; (d) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (e) submit (and waive all rights to object) to non-exclusive personal jurisdiction of any state or federal court sitting in the State in which payment is to be made as specified in this Note, and venue in the county in which payment is to be made as specified in this Note, over any suit, action or proceeding arising out of, or relating to, the enforcement of any and all obligations under this Note and the Loan Documents; (f) waive the benefit of all homestead and similar exemptions as to this Note; (g) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Lender to secure this Note is invalid or unperfected; and (h) hereby subordinate any and all rights against Borrower and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

§9. Choice of Governing Law. This Note is to be delivered to and accepted by Lender in the State of Kansas, in which State payments under this Note are expected to be made. Lender and Borrower have therefore agreed, and do agree, that this Note is to be construed and enforced in all respects in accordance with the internal laws (without regard to any conflicts of laws rules which might otherwise require reference to the laws of any other jurisdiction) of the State of Kansas, including but not limited to the Usury Laws of the State of Kansas.

§10. Compliance With Usury Laws. All agreements contained in the Loan Documents are expressly limited so that in no event whatsoever, whether by reason of the making of advances on account of the Loan, or under any of the Loan Documents, or acceleration of maturity of the unpaid principal balance of the Loan or otherwise, shall the amount paid or agreed to be paid by or on behalf of Borrower to Lender for the use, forbearance or detention of money exceed the highest lawful rate permissible under any applicable Usury Law. If, from any circumstances whatsoever, compliance with any of the Loan Documents, at the time performance thereunder shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then, *ipso facto*, the obligations to be fulfilled shall be reduced to the limit of such validity. If from any circumstance, Lender shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between Borrower and Lender; provided, however, that there shall be no automatic reduction of such payments or obligations as to any party barred by law from availing itself in any action or proceeding of the defense of usury, or any party barred or exempted from the operation of any Usury Law, or in the event and to the extent the Loan, because of its amount or purpose or for any other reason, is exempt from the operation of the Usury Law.

§11. Revival of Liability. If any payments or proceeds received by Lender are subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid

to a trustee, to Borrower, directly or as a debtor-in-possession, to a receiver, or any other person, whether directly or indirectly, under any bankruptcy law, state or federal law, common law, or equitable cause, then Borrower's obligation to make all such payments shall be revived and shall continue in full force and effect as if such payment or proceeds had never been received by Lender.

§12. Miscellaneous Provisions. This Note may not be changed, amended or modified except by agreement in writing signed by Borrower and Lender. Time is of the essence with respect to all of Borrower's obligations and agreements under this Note. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Section headings and captions herein are provided solely for convenience, and shall not be considered in interpreting or construing the provisions of this Note.

§13. Successors and Assigns. Whenever used in this Note, the words "Borrower" and "Lender" shall be deemed to include the respective successors of Borrower and of Lender, and "Lender" shall also include any subsequent holder of this Note. This Note shall be binding in accordance with its terms upon Borrower and the heirs, devisees, representatives, successors and assigns of Borrower. The holder of this Note may, from time to time, sell or offer to sell the loan evidenced by this Note, or interests therein, to one or more assignees or participants and is hereby authorized to disseminate any information it has pertaining to the Loan evidenced by this Note, including, without limitation, any security for this Note and credit information on Borrower, any of its principals and any guarantor of this Note, to any such assignee or participant or prospective assignee or prospective participant, and to the extent, if any, specified in any such assignment or participation, such assignee(s) or participant(s) shall have the rights and benefits with respect to this Note and the other Loan Documents as such person(s) would have if such person(s) were Lender hereunder.

§14. Business Purpose; Not for Nominee. Borrower agrees that it will use the proceeds of this Note for business purposes (other than agricultural purposes) only, and not for personal, family or household purposes. The Loan is for "business purposes", within the meaning of Section 16-207, Kansas Revised Statutes. Borrower hereby represents and warrants to Lender that: (a) Borrower is borrowing the Loan on Borrower's own behalf, and not as nominee, designee, or agent for another, and (b) Borrower is not acting for another in so borrowing the Loan. This Note and the other Loan Documents collectively: (a) constitute the final expression of the agreement between Borrower and Lender concerning the Loan, (b) contain the entire agreement between Borrower and Lender respecting the matters set forth herein and in such other Loan Documents; (c) may not be contradicted by evidence of any prior or contemporaneous oral agreements or understandings between Borrower and Lender; and (d) supersede all prior agreements and understandings between Lender and Borrower respecting such matters.

§15. Notices. All notices required or permitted to be given hereunder shall be deemed to have been duly given: (a) three (3) days after being sent by certified United States Mail, return receipt requested, to Borrower and to Lender at their respective addresses hereinabove set forth, or to such other place or places as either party hereto may from time to time designate to the other for the

purpose of receiving notices hereunder; or (b) if given in the manner provided for the giving of notices under the Mortgage.

§16. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS NOTE, THE MORTGAGE, OR ANY OF THE OTHER LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS NOTE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER, AND BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS NOTE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. BORROWER AGREES AND CONSENTS THAT LENDER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS DOCUMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

§17. **NOTICE.** THE BORROWER IS HEREBY ADVISED, AND HEREBY CERTIFIES THAT THEY HAVE BEEN ADVISED, TO SEEK, AND HAS HAD THE OPPORTUNITY TO SEEK, THE ADVICE OF AN ATTORNEY AND AN ACCOUNTANT OF THE BORROWER'S CHOICE IN CONNECTION WITH THIS LOAN.

§18. **MATURITY.** THIS NOTE IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE NOTE AND UNPAID INTEREST AND COSTS SECURED BY THE DEED OF TRUST WHICH ARE THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE NOTE AT MATURITY. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORORWER MAY OWN, OR BORROWER WILL HAVE TO FIND ANOTHER LENDER, WHICH MAY BE THE LENDER UNDER THIS NOTE, WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THIS NOTE AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

THE WRITTEN LOAN DOCUMENTS (AS HEREINAFTER DEFINED) REPRESENT

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

BORROWER:

UNIFIED 2020 REALTY PARTNERS, LP,
a Texas limited partnership

By: Unified 2020 Realty Partners GP, LLC,
a Texas limited liability company,
its general partner

By: BVL Partners, LLC,
a Texas limited liability company,
its Manager

By: _____, as President
Edward Roush, Jr., President

41. At the time of the purported Assignment of the Hillcrest Deed of Trust to UCB, the Hillcrest Note was in default and had been matured. Under these circumstances, even if UCB could have become a "holder" of the Hillcrest Note, it never was in a position to become a "holder-in-due-course". Any defenses Unified 2020 had to the Hillcrest Note survived any transaction between Hillcrest and UCB.

42. The Hillcrest $14,000,000 Note indicates "paid" status on November 3, 2009, prior to the date of the Assignment of Deed of Trust described above.

43. Notwithstanding the recitations in the Assignment of Deed of Trust that the Hillcrest Note was endorsed and transferred to UCB, at no time has UCB ever possessed the Hillcrest Note, much less been a "holder".

44. The original Hillcrest Note is in the possession of Monte Cristo Advisors, LLC, who is a non-holder in possession and the only party in the world with the right to enforce the Hillcrest Note.

45. The Hillcrest Note was a negotiable instrument pursuant to Section 3.104 of the Texas Business & Commerce Code.

46. The purported assignment of the Hillcrest Note to UCB was insufficient to transfer possession of the Hillcrest Note to UCB or make UCB a holder of the Hillcrest Note. ***See*** Tex. Bus. & Comm. Code Section 3.201; Nelson v. Regions Mortg., Inc., 170 S.W.3d 858, 864 (Tex. App. –Dallas 2005, no pet.)(assignee of a negotiable instrument not entitled to enforce the instrument as a holder).

47. Only the holder of the instrument or a nonholder in possession of the instrument may enforce a negotiable instrument. Tex. Bus. & Comm. Code Section 3.301.

48. Assignment of a negotiable instrument is insufficient to give the assignee the power to enforce the negotiable instrument unless the assignee obtains possession of the instrument. Tex. Bus. & Comm. Code Section 3.203 comment 1 ("*X signs a document conveying all of X's right, title, and interest in the instrument to Y . . . Y is not a person entitled to enforce the instrument until Y obtains possession of the instrument.*").

49. UCB was not and is not a holder of the Hillcrest Note or a nonholder in possession of the Hillcrest Note. UCB plainly and simply has no rights with respect to the Hillcrest Note or the amount it represents of the UCB Note.

50. The Hillcrest Deed of Trust and therefore the UCB Deed of Trust requires the enforcing party of that portion of the indebtedness attributable to the Hillcrest Note, that is 93.49%, be a "holder" of the Hillcrest Note.

51. The Hillcrest Deed of Trust and therefore the UCB Deed of Trust governs who can accelerate and when, and also who can sell the security for the loan.

52. The Hillcrest Deed of Trust with respect to the Hillcrest Note unravels who has this power of acceleration and sale through the definition of "Lender". In the Hillcrest Deed of Trust "*Lender*" is defined as "*Hillcrest Bank, a Kansas bank, its successors, and any subsequent holder or holders of the Note*". ***See*** Hillcrest Deed of Trust, Section 20.8.

53. UCB is not entitled to enforce the Hillcrest Deed of Trust, nor any portion of the UCB Deed of Trust attributable to the Hillcrest Note since it is not "Hillcrest Bank, a Kansas bank", and it is not a holder nor can it prove it is a holder of the Hillcrest Note. Moreover, On January 6, 2010, Hillcrest Bank mailed to Unified 2020 an Original Release of Lien for Loan #64195, releasing the Hillcrest Deed of Trust recorded as Instrument No. 20080026686 dated January 25, 2008 against Tax Parcel ID: 00000105391500000, 2020 Live Oak Street, Dallas, Texas 75201 as follows:

[Continued on next page]

Hillcrest Bank.

JANUARY 6, 2010

UNIFIED 2020 REALITY PARTNERS
2020 LIVE OKA ST 11TH FLOOR
C/O EDWARD ROUSH
DALLAS TX 75201-4122

EDWARD,

Enclosed you will find your ORIGINAL RELEASE OF LIEN for loan #64195. If we can assist you in the future, please feel free to contact our bank.

Thank You.

Pamela Mihalko

Loan Collateral Dept.
PAMELA MIHALKO
913-324-6340

11111 West 95th Street • Overland Park, KS 66214 • (913) 492-7500 • fax (913) 492-0917

www.hillcrestbank.com

11/25/2009 10:23:23 AM 200908332701 REL 1/3

Recording Requested/Prepared By:
Pam Mihalko
Hillcrest Bank
5800 East Bannister Road
Kansas City MO 64134

When Recorded Mail To:
CT Lien Solutions formerly UCC Direct
P.O.Box 29071
Glendale, CA 91209

RELEASE OF LIEN

LOAN #: 64195 "Unified 2020 Realty Partners, Lp" DALLAS COUNTY, Texas

Dated: November 17, 2009

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the legal and equitable owner and holder of that one certain Promissory Note in the original principal sum of **($14,000,000.00)** dated **01/24/2008** executed by **UNIFIED 2020 REALTY PARTNERS, LP** payable to the order of **HILLCREST BANK** more fully described in a DEED OF TRUST , duly recorded in Volume , Page , Instrument **20080026586** dated **January 25,2008**, of the Mortgage Records of **DALLAS COUNTY, TEXAS**, said note being secured by a Mortgage lien against the following described property, to-wit:

Trustee Name: **LEWIS, RICE & FINGERSH**
Tax Parcel ID: **00000105391500000**
Property Address: **2020 LIVE OAK STREET, DALLAS, TX 75201**

Legal and/or Assignment: **See Exhibit A.**

For and in consideration of the full and final payment of all indebtedness secured by the aforesaid lien or liens, the receipt of which is hereby acknowledged, has released and discharged, and by these presents hereby releases and discharges, the above described property from all liens held by the undersigned securing said indebtedness.

EXECUTED this 17th day of **November, A.D. 2009**

HILLCREST BANK

By: Yolanda Burgett
YOLANDA BURGETT
ASSISTANT VICE PRESIDENT

State of **MISSOURI**
County of **JACKSON**

On **November 17, 2009**, before me. **Josefina Estrada** a Notary Public in and for the county of **JACKSON** in the state of **Missouri**, personally appeared **Yolanda Burgett, ASSISTANT VICE PRESIDENT** of **HILLCREST BANK** personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Josefina Estrada
Notary Public
Josefina Estrada

JOSEFINA ESTRADA
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Sept 19, 2012
Commission # 08611753

(This area is for notarial seal)

9083 Hillcrest Bank 20066073

UNIFIED 2020 REALTY PARTNERS. LP
64195

EXHIBIT A

BEING A PART OF CITY BLOCK NO 249, CITY OF DALLAS, DALLAS COUNTY, TEXAS AND BEING A PART OF THOSE CERTAIN TRACTS OR PARCELS OF LAND CONVEYED TO TEMPLE-INLAND INSURANCE COMPANY FROM GREAT AMERICAN RESERVE INSURANCE COMPANY BY DEED RECORDED IN VOLUME 90126, PAGE 1793, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CUT 'X' FOUND FOR CORNER FOR THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF OLIVE STREET (VARIABLE R.O.W.) AND THE SOUTHEAST RIGHT-OF-WAY LINE OF LIVE OAK STREET (70' R.O.W.); THENCE SOUTH 46 DEGREES 11 MINUTES 30 SECONDS EAST ALONG THE SOUTHWEST LINE OF OLIVE STREET, A DISTANCE OF 114.89 FEET TO A CUT 'X' FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110.72 FEET, A CENTRAL ANGLE OF 76 DEGREES 01 MINUTES 24 SECONDS, A CHORD BEARING OF SOUTH 08 DEGREES 10 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 136.37 FEET, THENCE ALONG THE SOUTHWEST LINE OF OLIVE STREET AND OLIVE-HARWOOD CONNECTION AN ARE LENGTH OF 146.91 FEET TO A 60D NAIL FOUND FOR CORNER; THENCE SOUTH 30 DEGREES 07 MINUTES 22 SECONDS WEST ALONG THE WESTERLY LINE OF OLIVE-HARWOOD CONNECTION, A DISTANCE OF 85.70 FEET TO A P.K. NAIL FOUND FOR CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF PACIFIC AVENUE (80' R.O.W.); THENCE SOUTH 74 DEGREES 11 MINUTES 47 SECONDS WEST ALONG THE NORTHWEST LINE OF PACIFIC AVENUE, A DISTANCE OF 84.95 FEET TO A CUT 'X' FOUND FOR CORNER AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF PACIFIC AVENUE AND THE NORTHEAST RIGHT-OF-WAY LINE OF N. HARWOOD STREET (62' R.O.W.); THENCE NORTH 54 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF N. HARWOOD STREET, A DISTANCE OF 201.01 FEET TO A CUT 'X' FOUND FOR CORNER AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY LINE OF N. HARWOOD STREET AND THE SOUTHEAST RIGHT-OF-WAY LINE OF LIVE OAK STREET; THENCE NORTH 43 DEGREES 42 MINUTES 12 SECONDS EAST ALONG SOUTHEAST RIGHT-OF-WAY LINE OF LIVE OAK STREET, A DISTANCE OF 267.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 54.573 SQUARE FEET OF 1.253 ACRES OF LAND.

UNIFIED 2020 REALTY PARTNERS. LP
64195

Exhibit B

ALSO RELEAS ASSIGNMENT OF LEASES AND RENTS DATED 01/24/08 RECORDING #20080026687, RECORDING DATE 01/25/08 IN DALLAS COUNTY, TEXAS.

54. The Hillcrest Note is a negotiable instrument. Tex. Bus. & Comm. Code Section 3.104 (2009). ***See also*** In re Merscorp Inc., et al., 2008 U.S. Dist. LEXIS 40473, at *13 (S.D. Tex. 2008) ("A mortgage note is generally a negotiable instrument under Article 3 of the Uniform Commercial Code . . . . As one commentator noted: "The negotiability of notes under the UCC is the foundation for the secondary market for mortgage loans.'"). The Texas Business & Commerce Code requires that a "holder" of a negotiable instrument meet certain requirements. Tex. Bus. & Comm. Code Section 1.201 (b) (21) (2009).

55. The Hillcrest Note is not payable to bearer but instead to Hillcrest Bank. UCB must have possession of the Hillcrest Note and the Note must be payable to UCB. Tex. Bus. & Comm. Code Section 1.201 (b) (21) (2009) ("'Holder means: (A) the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession; . . . .").

56. For the Hillcrest Note to be payable to UCB and thus comprise a part of the UCB Note, Hillcrest Bank would have to indorse the Hillcrest Note to UCB. *Id.* Section 3.201 (b) ("[I]f an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder."); *Id.* Sections 3.204, 3.205(a).

57. The Hillcrest Note contains no indorsement, so, UCB is not a "holder".

58. Because UCB cannot demonstrate it is a "holder", UCB is not entitled to enforce the UCB Deed of Trust with respect to the amount that was represented by the Hillcrest Note, to wit, $12,527,222.37.

59. The Texas Business & Commerce Code states that "*an instrument is transferred when it is*

delivered by a person other than its issuer for the purpose of giving to that person receiving delivery the right to enforce the instrument." Tex. Bus. & Comm. Code Section 3.203(a) (2009) (emphasis added). The Texas Business & Commerce Code defines "Delivery" as "voluntary transfer of *possession.*" *Id.* Section 1.201 (b) (15) (emphasis added).

60. Furthermore, the Texas Business & Commerce Code governs who can enforce a negotiable instrument. Tex. Bus. & Comm. Code Section 3.301 (2009). ***A negotiable instrument can only be enforced by the holder of the instrument, a nonholder in possession, a nonholder of a lost instrument, and certain persons following the dishonor of an instrument***. *Id.* Sections 3.301, 3.309, 3.418(d) (2009).

61. UCB cannot claim the Hillcrest Note is lost because UCB never took delivery or possession of the Hillcrest Note. Moreover, the Hillcrest Note is not lost but was recently in the possession of Monte Cristo Advisors, LLC. None of the other scenarios listed above are applicable to UCB's situation.

62. Therefore in order to have authority to enforce the portion of the UCB Note attributable to the Hillcrest Note amount, UCB would have to be a holder of the Hillcrest Note, or a nonholder in possession on or before January 7, 2013 or on or before March 7, 2013 when Stockard purported to post the Notice of Foreclosure Sale of the 2020 Property for April 2, 2013.

63. The Texas Business & Commerce Code defines "holder" as "*the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession.*" *Id.* Section 1.201 (b) (21) (emphasis added).

64. UCB and its counsel will split hairs and argue that a note can be enforced by an "owner" without possession. This argument disregards the Texas Business & Commerce Code and is irrelevant because the Hillcrest Note requires possession. Regardless of relevancy, the proposition is a rabbit trail in the Chinese year of the snake and is wrong.

65. An "owner" necessarily has possession of a note but is not always a "holder" who can enforce the note. For a party to prove that it is the owner of a note, it must prove the transaction through which the note is acquired. Jernigan v. Bank One Tex., N.A., 803 S.W.2d 774, 777 (Tex. App. Houston [14th Dist.] 1991, no writ) (reasoning that in determining whether a party owns a note, '[a]bsent an indorsement . . . possession must be accounted for by proving the transaction through which the note was acquired"); Leavings v. Mills, 175 S.W.3d 310, 309 (Tex. App. ---Houston [1st Dist.] 2004, no pet.)("A note may be transferred, however, even if it is not endorsed by the transferee; in that case, the transferee acquires whatever rights the transferor had in the note, but he does become the holder . . . Thus, even if a person is not the holder of a note, he may still be able to prove that he is the owner and entitled to enforce the note . . ."); Waters v. Waters, 498 S.W.2d 236, 242 (Tex. Civ. App. – Tyler 1973, writ ref'd n.r.e.)("[A] transferee although he has neglected to obtain the indorsement necessary to make him a holder may enforce a note . . .").

66. The above cited cases involved an owner *with possession* of the note. **An owner without possession has no rights**. Leavings, 175 S.W.3d at 309 ("A person not identified in a note who is seeking

to enforce it as the owner or holder must prove the transfer by which he acquired the note.").

67. UCB is not a holder nor does it have possession of the Hillcrest Note. Inasmuch as the UCB Note specifically is dependent upon the Hillcrest Note, the UCB Note is only enforceable against the 2020 Property to the extent any further indebtedness remains of $872,777.63. Such amount has already been paid to UCB by the Debtor.

68. A serious question of fact exists as to (1) does this Debtor owe any money to UCB; and (2) to what extent if any, is UCB secured.

69. As explained above, there are two components to the indebtedness allegedly represented by the UCB Note. Component one purports to be that portion of the UCB Note attributable to the Hillcrest Note which UCB allegedly acquired from Hillcrest for the price of $12,527,222.37. UCB has no right to enforce any claim to this amount under the Hillcrest Note, the Hillcrest Deed of Trust, or the UCB Deed of Trust, because the Hillcrest Note was marked "paid" and the original delivered to Edward Roush at 2020 Live Oak Street, Dallas, Texas. In addition, the Hillcrest Deed of Trust was released by Hillcrest Bank in November 2009. UCB is not the holder, owner, or possessor of the Hillcrest Note in fact or under applicable law, UCB is not the beneficiary of the Hillcrest Deed of Trust as such lien has been released of record. As such, there can be no default to UCB by Unified 2020 as to the Hillcrest Note portion of the UCB Note (approximately 93.49% of the amount alleged to be secured by the UCB Deed of Trust).

70. Component two of the UCB Note is the difference between the amount paid by UCB to Hillcrest Bank ostensibly for the purchase of the Hillcrest Note and $13,400,000 or $872,777.63. As explained in detail below, the latter amount of $872,777.63 has been paid in full to UCB during the period of time between October 30, 2009 and the present day. The $872,777.63 amount was the only lawful amount ever secured by the UCB Deed of Trust under which they seek to lift the stay and foreclose.

71. Therefore, there was no amount due and owing to UCB, and the UCB Deed of Trust and/or Hillcrest Deed of Trust secures no debt. It follows that no right to accelerate existed, much less any right to lift the stay, post the Notice of Foreclosure Sale or conduct any non-judicial foreclosure on the 2020 Property.

72. As of the Petition Date, an aggregate amount of approximately $14,899,523.67 was claimed by UCB to be outstanding under the UCB Loan.

VI.

THE CHAPTER 11 CASE

A. Commencement of the Chapter 11 Case

On May 6, 2013 (the "Petition Date"), the Debtor commenced the Chapter 11 Case. Shortly thereafter, the Debtor also filed several pleadings which are discussed in detail below.

1. *Utility Services*

In connection with the operation of its businesses and management of their properties, the Debtors obtain from certain utility companies (the "Utility Providers") a wide range of utility services in the ordinary course of business for, among other things, water, sewer service, electricity, telephone, data services and other similar services. T he Debtor filed a motion seeking an order (a) deeming Utility Providers adequately assured of future performance and (b) establishing procedures for resolving requests for additional adequate assurance of future payment. The Bankruptcy Court issued an order determining adequate assurance of payment for future utility services. Pursuant to the order, as adequate assurance, the Debtors made deposits with various utility providers.

2. *Cash Collateral Motion*

The Debtor filed a motion (the "Cash Collateral Motion") seeking authority to use cash collateral ("Cash Collateral"). The Debtor sought to use Cash Collateral because they could not generate sufficient unencumbered cash from operations to cover their operating expenses and the Cash Collateral was needed to meet capital expenditures and other operating cash expenses. A series of Cash Collateral Orders have been agreed to and negotiated between the Debtor, United Central Bank, various creditors, and the Trustee.

B. Representation of the Debtors

The Debtors applied for orders seeking the employment and retention of several professionals including Arthur I. Ungerman, Jules Slim, Southland Property Tax Consultants, Jason Marshall, and Crosson & Dannis.

C. Bar Date Order

The Bankruptcy Court entered an order setting September 4, 2013 as the general bar date, where each person or entity, other than a governmental unit (as defined in section 101(27) of the Bankruptcy Code), needed to file a proof of claim.

D. Exclusivity

The Debtor's initial Exclusive Filing Period expired on August 4, 2013. The Debtor timely filed its Disclosure Statement and Plan of Plan of Liquidation.

E. Motion Seeking Appointment of Trustee

Various creditors, including the Debtor's own former attorney and attorney for numberous Debtor affiliates and insiders filed a motion seeking appointment of a Trustee. On August 5, 2013 the Debtor consented to the appointment of a trustee, and on August 12, 2013 Daniel J. Sherman was appointed Trustee. The Debtor obtained permission of the Bankruptcy Court to proceed with the pursuit of its disclosure statement and plan, in tandem or parallel with any effort by the Trustee to propose a plan.

F. The Sale

1. Events Leading to the Sale

On July 30, 2013, the Debtors were presented with an offer by Moms Against Hunger, to purchase certain Assets of the Debtor (the "Sale Offer"). The Sale Offer entailed an unsolicited stalking horse bid to purchase for approximately $30 million, the Debtor's Assets. Moms Against Hunger subsequently assigned the Purchase Agreement to AGT Global Holding, LLC. as the stalking horse bidder which has now led to a more formal auction approach to the marketing and sale of the Debtor's Assets.

2. The Bid Procedures Motion

On December _____, 2013, the Trustee filed a motion seeking, among other things, approval of proposed bid procedures (the "Bid Procedures") for the sale of substantially all of the Assets (the "Bid Procedures Motion") [Docket No._____]. As further set forth in the Bid Procedures, if more than one Qualified Bid is received, the Trustee will conduct an auction for the Assets on _____, 2014 or a later date at the Trustee's discretion. At the conclusion of the auction, if any, the Trustee will determine which bid is the highest or otherwise best offer for the Assets (the "Successful Bid") and will present the Successful Bid to the Court for approval at the Confirmation Hearing. The individual or entity that has submitted the Successful Bid will be designated as the "Successful Bidder." On _____, 2013, the Bankruptcy Court entered an order granting the Bid Procedures Motion (the "Bid Procedures Order") [Docket No. ____].[15]

AGT will serve as Stalking Horse Bidder in the Sale on the terms set forth in the Stalking Horse Agreement. Under the Stalking Horse Agreement, AGT will (i) pay a Cash purchase price of $23,546,591.27 (the "Purchase Price") for the Acquired Assets (as defined in the Bid Procedures) and (ii) assume certain liabilities of the Debtors, including the assumption in full of the Class 7 - Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc. in the amount of $15,193,011.92 for a total transaction value to the Debtor's Estate of $38,739,603.19.

AGT's bid (the "Stalking Horse Bid") will be subject to higher and better offers but, in no event, shall the aggregate consideration to be paid in excess of the Stalking Horse Bid be less than $250,000.00.

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[15] This section of the Disclosure Statement provides an overview of the Bid Procedures and such overview is qualified by the terms of the Bid Procedures contained in the Bid Procedures Motion and proposed form of order annexed thereto.

In the event that the Stalking Horse Bid is not the Successful Bid, then pursuant to the Stalking Horse Agreement, AGT would be entitled to a break-up fee in the amount of $706,397.73 (i.e., 3% of the cash portion of the Purchase Price) and expense reimbursement in an amount equal to all of its out-of-pocket expenses, capped at $150,000, incurred in connection with the transactions contemplated by the Stalking Horse Agreement.

Pursuant to sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code, the Confirmation Order shall (i) authorize the Debtor and the Trustee to, among other things, sell, assume, assign and/or transfer the Assets, subject to applicable law and the terms and conditions of the Asset Purchase Agreement, and take any and all actions necessary to consummate the Sale and (ii) authorize and direct the Debtor and/or the Trustee to execute the Asset Purchase Agreement (to the extent not executed as of the Confirmation Date).

VII.

THE PLAN

As a result of the chapter 11 process and through the Plan, the Debtor expects that the Debtor's Estate will obtain a substantially greater recovery than if the Debtor's Assets had been liquidated under chapter 7 of the Bankruptcy Code. The Plan is annexed hereto as Exhibit "A" and forms part of this Disclosure Statement. The summary of the Plan set forth below is qualified in its entirety by the more detailed provisions set forth in the Plan.

A. Provisions for Treatment of Unclassified Claims

1. Unclassified Claims

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims against the Debtor shall not be classified under the Plan, and shall instead be treated separately as Unclassified Claims on the terms set forth in Article III of the Plan. Holders of such Claims are not entitled to vote on the Plan.

2. Treatment of Administrative Claims

a. *Time for Filing Administrative Claims*

Each holder of an Administrative Claim, other than (i) a Fee Claim, (ii) a liability incurred and payable in the ordinary course of business by any Debtor (and not past due), (iii) an Administrative Claim that has become an Allowed Claim on or before the Effective Date, or (iv) any claim by the Stalking Horse Bidder for payment of the Break-Up Fee or Expense Reimbursement under the Stalking Horse Agreement must file with the Bankruptcy Court and serve on (a) the Debtor, (b) the Office of the U.S. Trustee, and (c) the Trustee notice of such Administrative Claim within thirty (30) days after service of the Notice of the Effective Date. Such notice of Administrative Claim must include, at a minimum, (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, and (iii) a detailed

description of the basis for the Administrative Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

b. *Allowance of Administrative Claims*

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Section 3.2(a) of the Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the Effective Date, (ii) the date of service of the applicable notice of Administrative Claim, or (iii) such later date as may be (a) agreed to by the holder of such Administrative Claim or (b) approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such thirty (30) day period (or any extension thereof) and is not otherwise resolved, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. For the avoidance of doubt, any claim by the Stalking Horse Bidder for the Break-Up Fee or Expense Reimbursement shall be deemed an Allowed Administrative Expense Claim in accordance with the Bid Procedures Order, and the Stalking Horse Bidder shall not be required to file any notice of Administrative Claim in accordance with Section 3.2(a) of the Plan or any other proof of claim or administrative expense in respect of any claim for the Break-Up Fee or Expense Reimbursement.

c. *Payment of Allowed Administrative Claims*

On the Plan Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Administrative Claim in one payment of Plan Consideration in the form of Cash (to the extent not previously paid by the Debtor) or (ii) such other treatment as may be agreed upon in writing by (a) the Debtor (or, if after the Effective Date, the Disbursing Agent), and (b) such holder; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Claim; provided, further, that an Administrative Claim representing a liability incurred in the ordinary course of business of the Debtor may be paid by the Debtor (or, if after the Effective Date, the Disbursing Agent), as applicable, in the ordinary course of business; provided, further, that the Break-Up Fee and Expense Reimbursement shall be paid in accordance with the terms of the Stalking Horse Agreement and Bid Procedures Order; and provided, further, that any Allowed Administrative Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Administrative Claim, the Trustee may withdraw Cash from the Wind Down Reserve to pay such Allowed Administrative Claim).

3. Treatment of Fee Claims

a. *Time for Filing Fee Claims*

Each Professional Person who holds or asserts a Fee Claim against the Debtor shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a final Fee Application within forty (40) days after the Effective Date or such other date as may be fixed by the Bankruptcy Code. **The failure to timely file and serve such final Fee Application shall result in the Fee Claim being forever barred and discharged.**

b. *Allowance of Fee Claims*

A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Section 3.3(a) of the Plan shall become an Allowed Fee Claim only to the extent allowed by Final Order.

c. *Treatment of Fee Claims*

Each holder of an Allowed Fee Claim shall receive, in full satisfaction of such Allowed Fee Claim, (i) on the date such Fee Claim becomes an Allowed Fee Claim, or as soon thereafter as is practicable, Plan Consideration in the form of Cash in an amount equal to such Allowed Fee Claim (less any amounts previously paid on account of such Fee Claim by the Debtor) or (ii) such other treatment as may be agreed to by such holder of an Allowed Fee Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Fee Claim; provided, further, that any Allowed Fee Claim accrued or incurred prior to the Effective Date, but not paid on or prior to the Effective Date, shall be paid from the reserve established pursuant to Section 9.5(b) of the Plan (and, to the extent that amounts deposited in the reserve established pursuant to Section 9.5(b) of the Plan are insufficient to pay such Allowed Fee Claim, the Trustee may withdraw Cash from the Wind Down Reserve to pay such Allowed Fee Claim).

4. Treatment of U.S. Trustee Fees

The Disbursing Agent, on behalf of the Debtor's Estate, shall pay all outstanding U.S. Trustee Fees of the Debtor on an ongoing basis on the later of: (i) the Effective Date; and (ii) the date such U.S. Trustee Fees become due, until such time as a final decree is entered closing the applicable Chapter 11 Case or the applicable Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise. Any deadline for filing Administrative Claims shall not apply to U.S. Trustee Fees.

5. Treatment of Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of such Allowed Priority Tax Claim (a) Plan Consideration in the form of Cash in the amount of such Allowed Priority Tax Claim (to the extent not previously paid by the Debtor) on the later of (i) the applicable Plan Distribution Date and (ii) as soon as practicable after such Priority Tax Claim becomes an Allowed Priority Tax Claim or (b) such other treatment as may be agreed to by such holder of an Allowed Priority Tax Claim; provided, that such treatment shall not provide a recovery to such holder having a present value as of the Effective Date in excess of such holder's Allowed Priority Tax Claim.

B. Treatment of Classified Claims and Equity Interests

The Plan treats the classes of Claims against and Equity Interests in the Debtor as follows:

1. Class 1 – Allowed Priority Non-Tax Claims

a. *Treatment*

The legal, equitable and contractual rights of the holders of Priority Non-Tax Claims are unaltered by the Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Priority Non-Tax Claim shall receive Plan Consideration in the form of Cash in an amount equal to such Allowed Claim.

b. *Voting*

The Priority Non-Tax Claims are not impaired Claims. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

2. Class 2 – Allowed Secured Claim of Property Tax Solutions, Inc.

a. *Treatment*

The legal, equitable and contractual rights of the holder of the Allowed Secured Claim of Property Tax Solutions, Inc. are unaltered by the Plan. Except to the extent that a holder of the Allowed Secured Claim of Property Tax Solutions, Inc. agrees to different treatment, on the applicable Plan Distribution Date, each holder of an Allowed Secured Claim of Property Tax Solutions, Inc. shall receive, at the election of the Plan Sponsors or Disbursing Agent, as applicable: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Secured Claim of Property Tax Solutions, Inc.; or (ii) such other treatment that will render the Allowed Secured Claim of Property Tax Solutions, Inc. unimpaired pursuant to section 1124 of the Bankruptcy Code. The holder of the Allowed Secured Claim of Property Tax Solutions, Inc. shall retain the Liens securing its Allowed Secured Claim of Property Tax Solutions, Inc. as of the Effective Date until (A) full and final payment of such Allowed Secured Claim of Property Tax Solutions, Inc. is made as provided in the Plan or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect. Upon the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Secured Claim of Property Tax Solutions, Inc. shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

b. *Voting*

The Allowed Secured Claim of Property Tax Solutions, Inc. is not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of the Allowed Secured Claim of Property Tax Solutions, Inc. are conclusively presumed to accept the Plan and are not entitled to vote to accept

or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Secured Claim of Property Tax Solutions, Inc.

c. *Deficiency Claims*

To the extent that the value of the Collateral securing the Allowed Secured Claim of Property Tax Solutions, Inc. is less than the allowed amount of such Allowed Secured Claim of Property Tax Solutions, Inc., the undersecured portion of such Allowed Claim shall be treated for all purposes under the Plan as an Allowed General Unsecured Claim and shall be classified as an Allowed General Unsecured Claim.

3. Class 3 – Allowed Secured Claim of United Central Bank

a. *Treatment*

The legal, equitable and contractual rights of the holder of the Allowed Secured Claim of United Central Bank is unaltered by the Plan. Except to the extent that a holder of the Allowed Secured Claim of United Central Bank agrees to different treatment, on the applicable Plan Distribution Date, the holder of the Allowed Secured Claim of United Central Bank shall receive, at the election of the Debtor and the Disbursing Agent, as applicable: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Secured Claim of United Central Bank; or (ii) such other treatment that will render the Allowed Secured Claim of United Central Bank unimpaired pursuant to section 1124 of the Bankruptcy Code. The holder of the Allowed Secured Claim of United Central Bank shall retain the Liens securing its Allowed Secured Claim of United Central Bank as of the Effective Date until (A) full and final payment of such Allowed Secured Claim of United Central Bank is made as provided in the Plan or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect. Upon the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Secured Claim of United Central Bank shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

b. *Voting*

The Allowed Secured Claim of United Central Bank is not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holder of the Allowed Secured Claim of United Central Bank is conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Secured Claim of United Central Bank.

c. *Deficiency Claims*

To the extent that the value of the Collateral securing the Allowed Secured Claim of United Central Bank is less than the allowed amount of such Allowed Secured Claim of United Central Bank, the undersecured portion of such Allowed Claim shall be treated for all purposes under the Plan as an Allowed General Unsecured Claim and shall be classified as an Allowed General Unsecured Claim.

4. Class 4 – Allowed Secured Claim of BVL Partners, LLC.

a. *Treatment*

The Class 4 Allowed claim of BVL Partners, LLC. shall be treated as a subordinated unsecured claim in the amount of $1,000,000 or such amount as determined by the Court. Debtor will pay BVL Partners, LLC. after the payment of all Allowed Unclassified Claims, and Class 1, 2, 3, 5, 6, and 7 in full.

b. *Voting*

The Class 4 Allowed Secured Claim of BVL Partners, LLC. is Not Impaired.

The Allowed Secured Claim of BVL Partners, LLC is not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holder of the Allowed Claim of BVL Partners, LLC is conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Secured Claim of BVL Partners, LLC.

5. Class 5 – Allowed Secured Claim of Ray Mackey

a. *Treatment*

The legal, equitable and contractual rights of the holder of the Allowed Secured Claim of Ray Mackey is unaltered by the Plan. Except to the extent that a holder of the Allowed Secured Claim of Ray Mackey agrees to different treatment, on the applicable Plan Distribution Date, the holder of the Allowed Secured Claim of Ray Mackey shall receive, at the election of the Debtor and the Disbursing Agent, as applicable: (i) Plan Consideration in the form of Cash in an amount equal to such Allowed Secured Claim of Ray Mackey; or (ii) such other treatment that will render the Allowed Secured Claim of Ray Mackey unimpaired pursuant to section 1124 of the Bankruptcy Code. The holder of the Allowed Secured Claim of Ray Mackey shall retain the Liens securing its Allowed Secured Claim of Ray Mackey as of the Effective Date until (A) full and final payment of such Allowed Secured Claim of Ray Mackey is made as provided in the Plan or (B) the Collateral securing such Liens is sold and such Liens shall attach to the respective proceeds of such sale to the extent attributable to such Collateral and with the same validity, priority, force and effect. Upon the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Secured Claim of Ray Mackey shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

b. *Voting*

The Allowed Secured Claim of Ray Mackey is not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holder of the Allowed Secured Claim of Ray Mackey is

conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Secured Claim of Ray Mackey.

6. Class 6 – Allowed General Unsecured Claims.

a. *Treatment*

In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, Allowed General Unsecured Claims, and except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the applicable Plan Distribution Date, each holder of an Allowed General Unsecured Claim shall receive 100% of the amount of its Allowed General Unsecured Claim.

b. *Voting*

The Allowed General Unsecured Claims are not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of the Allowed General Unsecured Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed General Unsecured Claims.

7. Class 7 – Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc.

a. *Treatment*

In complete and final satisfaction, settlement, release, and discharge of, and in exchange for, the Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc., such claim shall be assumed by the Stalking Horse Bidder in an amount sufficient to render such Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc. unimpaired, and except to the extent that the holder of the Allowed Unsecured Interlocutory Order Claim agrees to less favorable treatment, on the applicable Plan Distribution Date, the assumption by the Stalking Horse Bidder of the Allowed Unsecured Interlocutory Order Claim shall be deemed the receipt of 100% of the amount of its Allowed Unsecured Interlocutory Order Claim.

b. *Voting*

The Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc. is not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of the Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc. are

conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc.

8. Class 8 – Allowed General Unsecured Claims of Insiders

a. *Treatment*

Each Claimant holding an Allowed General Unsecured Claim of Insiders in Class 8 are subordinated to all other Classes of Claims, and shall be paid, if at all, pro rata from the Distribution Fund to the extent there are proceeds remaining.

b. *Voting*

The Class 8 Allowed General Unsecured Claims of Insiders is Impaired, however such Class is not entitled to vote to accept or reject the plan.

9. Class 9 – Equity Interest Holders or Claimants

a. *Treatment*

Holders of Class 9 Equity Interest Holders or Allowed Equity Claimants will retain their Interests, if any, in the Debtor but will only realize a distribution, if any, from the Post-confirmation Estate on account of such Interests after all Unclassified Claims, and Classes 1,2, 3, 4, 5, 6, and 7 are paid in full.

b. *Voting*

The Allowed Equity Interest Holders or Allowed Equity Claimants are not impaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of the Allowed Equity Interest Holders or Allowed Equity Claimants are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Allowed Equity Interest Holders or Allowed Equity Claimants.

C. Acceptance or Rejection of the Plan

1. Classes of Claims Deemed to Accept the Plan

Class 1 – Allowed Priority Non-Tax Claims; Class 2 – Allowed Secured Claim of Property Tax Solutions, Inc.; Class 3 – Allowed Secured Claim of United Central Bank; Class 4 – Allowed Claim of BCL Partners, LLC; Class 5 – Allowed Secured Claim of Ray Mackey; Class 6 – Allowed General Unsecured Claims; Class 7 – Allowed Unsecured Interlocutory Order Claim of Orange Business Services US, Inc.; and Class 9 - Allowed Equity Interest Holders or Allowed Equity Claimants are unimpaired under the Plan and are therefore deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Class Acceptance Requirement

A Class of Claims shall have accepted the Plan if it is accepted by the holders of at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan. A Class of Equity Interests shall have accepted the Plan if it is accepted by holders of at least two-thirds (2/3) in amount of the Equity Interests in such Class that actually vote on the Plan.

3. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or "Cramdown"

If all applicable requirements for confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code, except subsection (8) thereof, the Plan shall be treated as a request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Equity Interests that is impaired under, and has not accepted, the Plan.

4. Elimination of Vacant Classes

Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

5. Voting Classes; Deemed Acceptance by Non-Voting Classes

If a Class contains Claims or Equity Interests eligible to vote and no holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Equity Interests in such Class.

D. Means for Implementation of the Plan

1. Plan Funding

Plan Distributions shall be made from Plan Consideration (which excludes, for the avoidance of doubt, Cash in the Wind Down Reserve) as of the Effective Date. Such Plan Consideration shall be used (i) first, to satisfy Allowed Administrative Claims, Allowed Fee Claims, U.S. Trustee Fees, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims and Allowed Secured Claim of Property Tax Solutions, Inc., and Allowed Secured Claim of United Central Bank, in Cash; (ii) second, to fund the Allowed Secured Claim of BVL Partners, LLC. in Cash; and (iii) third, to satisfy the Debtor's other obligations with regards to payment of Allowed Claims and Allowed Equity Interests under the Plan, in accordance with the terms thereof. The issuance or delivery of any Plan Distributions that are securities shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code.

On the Effective Date, Cash from the Sale Proceeds in an amount equal to

$[_____][16], or such other amount as may be (a) mutually agreed by the Trustee and the Debtor or (b) ordered by the Bankruptcy Court, shall be deposited in a segregated account to be held by the Trustee (the "Wind Down Reserve"), which proceeds shall be used to provide funding for reasonable expenses incurred or accrued by the Debtors on or after the Effective Date that are directly related to the Wind Down, including, without limitation, professional fees and expenses incurred by the Debtor in connection therewith. To that extent, the Trustee may withdraw Cash from the Disputed Claims Reserves established under Section 9.5 of the Plan, in an amount not to exceed $_____. For the avoidance of doubt, Purchaser shall not be responsible for the payment of any expenses associated with the Wind Down in the event that the Wind Down Reserve is insufficient to pay such expenses.

2. The Sale

The Confirmation Order shall approve a sale of the Acquired Assets under sections 105(a), 1123(a)(5), 1123(b)(4), 1129(b)(2)(A), 1141, 1142(b), 1145 and 1146(a) of the Bankruptcy Code pursuant to a sale process under the terms and conditions of the Asset Purchase Agreement and the Bid Procedures Order free and clear of any Claims, Liens, interests, or encumbrances. The Sale Proceeds shall include a Cash component in an amount sufficient for the Disbursing Agent to make all Plan Distributions required to be in the form of Cash, and for the Debtor or Trustee to fund the Wind Down Reserve and Disputed Claims Reserves, and to pay all amounts due to be paid to the Stalking Horse Bidder pursuant to the terms of the Bid Procedures Order in the event the Stalking Horse Bidder is not the Purchaser, including the Break-Up Fee and Expense Reimbursement. Upon entry of the Confirmation Order, the Trustee or Debtor shall be (a) authorized to, among other things, sell, assume, assign and/or transfer the Acquired Assets, subject to applicable law and the terms and conditions of the Asset Purchase Agreement, and take any and all actions necessary to consummate the Sale; and (b) authorized and directed to execute the Asset Purchase Agreement (to the extent not executed as of the Confirmation Date). Actions necessary to consummate the Sale may include, among others, (a) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, rights, liability, duty or obligation on terms consistent with the terms of the Asset Purchase Agreement and the Plan and having such other terms to which the Debtor, Trustee and the Purchaser may agree and (b) all other actions that are necessary and appropriate in connection with such transactions, including making such filings or recordings that may be required by or appropriate under applicable state law. Nothing in the Plan or Confirmation Order authorizes the transfer or assignment of the Acquired Assets to the Purchaser without the Purchaser's compliance with applicable non-bankruptcy laws regarding the transfer, assignment, or ownership of such Assets.

3. Distribution Account

The Distribution Account shall be established to receive on the Effective Date the Plan Consideration, which shall vest in the Distribution Account on the Effective Date free and clear of any and all claims, encumbrances, or interests in accordance with section 1141 of the Bankruptcy Code, but subject to the rights of holders of Claims and Equity Interests to obtain the distributions provided for in the Plan. Upon the distribution of all Plan Consideration in the Distribution Account, the Distribution Account shall be extinguished. Upon the transfer of the Plan Consideration into the Distribution Account, the Debtor and the Purchaser will have no interest in, or with respect to, the Plan Consideration in the Distribution Account, except as otherwise

provided in the Plan.

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[16] Amount to be inserted prior to solicitation.

4. Cancellation of Credit Agreements, Existing Securities and Agreements

Except for the purpose of evidencing a right to distribution under the Plan, and except as otherwise set forth in the Plan, on the Effective Date all agreements, instruments, and other documents evidencing any Claim or Equity Interest and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect. Except as otherwise set forth in the Plan, the holders of or parties to such cancelled instruments, securities and other documentation will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

5. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights (including any subordination rights) that a holder of a Claim or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are: (a) in the best interests of the LP Debtors and their respective Estates and property, and of holders of Claims or Equity Interests; and (b) fair, equitable and reasonable.

6. Continued Corporate Existence and Vesting of Assets

Except as otherwise provided in the Plan, the Debtor will continue to exist after the Effective Date as a separate entity, in accordance with the applicable laws of the respective jurisdictions in which it was formed or organized, for the purposes of satisfying their obligations under the Asset Purchase Agreement and the Plan, including making or assisting the Disbursing Agent in making distributions as required under the Plan, maintaining the Acquired Assets and the Debtor's business in accordance with the requirements of the Asset Purchase Agreement, and effectuating the Wind Down. On or after the Effective Date, Debtor, in its sole and exclusive discretion, but subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, and subject to receipt of any required governmental or regulatory approvals (if any), may take such action as permitted by applicable law as Debtor may determine is reasonable and appropriate, including, but not limited to, causing: (i) Debtor to be merged into another subsidiary or Affiliate; (ii) a Debtor to be dissolved without the necessity for any other or further actions to be taken by or on behalf of such dissolving Debtor or any payments to be made in connection therewith subject to the filing of a certificate of dissolution with the appropriate governmental authorities; (iii) the legal name of a Debtor to be changed; or (iv) the closing of a Debtor's Chapter 11 Case on the Effective Date or any time thereafter.

On and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in the Plan or in the Confirmation Order, all property of the Debtor's Estate (other than the Plan Consideration), including all claims, rights and Causes of Action shall vest in Debtor free and clear of all Claims, Liens, charges, other encumbrances and interests (other than (a) the rights of the Purchaser with respect to the Acquired Assets, and (b) with respect to the Retained Assets, any Liens, charges or other encumbrances created under

the Asset Purchase Agreement). On and after the Effective Date, the Debtor shall maintain the Acquired Assets and comply with all of their obligations under the Asset Purchase Agreement. In addition, subject to the terms and conditions of the Asset Purchase Agreement and the Plan (including, without limitation, Article IX of the Plan), the Trustee shall effectuate the Wind Down of the Debtor's Estate, and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Claims) and Causes of Action (in each case that are not Acquired Assets or Assumed Liabilities), as well as disputes relating to allowance of any Equity Interest, without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Trustee may pay, from the proceeds of the Wind Down Reserve, the charges that they incur on or after the Effective Date for Professional Persons' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

7. Assumed Liabilities

In accordance with the terms of the Asset Purchase Agreement, upon and after the Closing of the Sale pursuant to the Asset Purchase Agreement, the Purchaser (or, if applicable, the Alternative Purchaser) shall be responsible for payment and satisfaction of all Assumed Liabilities. Upon and after the Closing of the Sale pursuant to the Asset Purchase Agreement, all Persons holding Claims and Equity Interests arising out of or concerning an Assumed Liability, shall be forever barred, estopped and permanently enjoined from asserting against the LP Debtors and any of their property, such Claims or Equity Interests, as applicable.

The Purchaser (or, if applicable, the Alternative Purchaser) is not assuming, and shall not become liable for the payment or performance of, any liabilities or other obligations of any of the Debtors of any nature whatsoever, whether accrued or unaccrued, other than the Assumed Liabilities.

8. Cancellation of Certain Existing Security Interests

Upon the full payment or other satisfaction of an Allowed Secured Claims, or promptly thereafter, the holder of such Allowed Secured Claims shall deliver to the Debtor any Collateral or other property of the Debtor held by such holder, and any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or lis pendens; provided, however, any such Collateral that is an Acquired Asset received by the Debtor from the holder of such Allowed Claim shall be delivered promptly to the Purchaser (or, if applicable, the Alternative Purchaser) following the Closing.

9. Corporate Action

The Debtor shall assist the Trustee in serving on the U.S. Trustee quarterly reports of the disbursements made until such time as a final decree is entered closing the applicable Chapter 11 Case or the applicable Chapter 11 Case is converted or dismissed, or the

Bankruptcy Court orders otherwise. The deadline for filing Administrative Claims set forth in Section 3.2(a) of the Plan shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

Entry of the Confirmation Order shall establish conclusive corporate and other authority (and evidence of such corporate and other authority) required for the Trustee to undertake any and all acts and actions required to implement or contemplated by the Plan (including, without limitation, the execution and delivery of the Asset Purchase Agreement), and such acts and actions shall be deemed to have occurred and shall be in effect pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without the need for board or shareholder vote and without any requirement of further action by the stockholders, directors or managers of the Debtor (if any).

On the Effective Date, the Trustee is authorized and directed to execute and/or deliver, as the case may be, the agreements, documents and instruments contemplated by the Plan, the Plan Supplement and the Asset Purchase Agreement and any schedules, exhibits or other documents attached thereto or contemplated thereby in the name and on behalf of the Debtor.

Upon entry of a final decree in the Chapter 11 Case, if not previously dissolved, the applicable Debtor shall be deemed dissolved and wound up without any further action required by the Debtor.

E. Plan Distribution Provisions

1. The Disbursing Agent

All Plan Distributions under the Plan shall be made by the Disbursing Agent on or after the Effective Date as provided in the Plan. The Disbursing Agent shall be empowered to: (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims and Equity Interests; (b) comply with the Plan and the obligations thereunder; (c) make periodic reports regarding the status of distributions under the Plan to the holders of Allowed Claims that are outstanding at such time, with such reports to be made available upon request to the holder of any Disputed Claim; and (d) exercise such other powers as may be vested in the Disbursing Agent pursuant to the Plan, the Plan Documents, the Confirmation Order, or any other order of the Bankruptcy Court. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Debtor if the Disbursing Agent is a Person other than the Debtor, the amount of any reasonable documented fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement Claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Trustee from the Wind Down Reserve.

2. Postpetition Interest

Postpetition interest shall not accrue or be paid, and no holder of a Claim or Equity

Interest shall be entitled to interest accruing on such Claim or Equity Interest after the Petition Date, except as otherwise specifically provided for in the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy or non-bankruptcy law.

3. Timing of Plan Distributions

Unless otherwise provided in the Plan, any distributions and deliveries to be made pursuant to the Plan shall be made on the applicable Plan Distribution Date or as soon thereafter as is practicable, provided that the Debtor or the Disbursing Agent, as applicable, may utilize periodic distribution dates to the extent appropriate and not otherwise inconsistent with the Plan. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

4. Distribution Record Date

As of the close of business on the Distribution Record Date, the various lists of holders of Claims and Equity Interests in each of the Classes, as maintained by the Debtor, or their agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims and Equity Interests. Neither the Debtor nor the Disbursing Agent shall have any obligation to recognize any transfer of Claims or Equity Interests occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Costs or any Cure Disputes in connection with the assumption and/or assignment of the Debtor's executory contracts and leases, the Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Cost.

Plan Distributions to be made on account of Allowed Claims and Equity Interests shall be made directly by the Disbursing Agent to the holders of such Claims and Equity Interests.

5. Address for Delivery of Plan Distributions/Unclaimed Plan Distributions

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim or Equity Interest shall be made at the address of such holder as set forth in the last-dated of the following actually held or received by the Disbursing Agent prior to the Effective Date: (a) the Schedules; (b) the Proof of Claim filed by such holder; (c) any notice of assignment filed with the Bankruptcy Court with respect to such Claim or Equity Interest pursuant to Bankruptcy Rule 3001(e); (d) any notice served by such holder giving details of a change of address; or (e) the transfer ledger in respect of the Equity Interests. If any Plan Distribution sent to the holder of a Claim or Equity Interest is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within one hundred and twenty (120) days after such Plan Distribution was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the

undeliverable Plan Distribution shall revert to the Distribution Account. Upon such reversion, the Claim or Equity Interest of any holder or its successors with respect to such property shall be cancelled, discharged and forever barred notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary.

6. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and twenty (120) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such voided check shall be discharged and forever barred and such unclaimed Plan Distribution shall revert to the Distribution Account.

7. No Distribution in Excess of Amount of Allowed Claim

Notwithstanding anything to the contrary in the Plan, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth in the Plan) in excess of the allowed amount of such Claim plus postpetition interest on such Claim, to the extent interest is permitted under Section 8.2 of the Plan.

8. Setoffs and Recoupments

The Debtor, or such entity's designee as instructed by the Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim or any Allowed Equity Interest, and the Plan Distributions on account of such Allowed Claim or Allowed Equity Interest, any and all claims, rights and Causes of Action that the Debtor or its successors may hold against the holder of such Allowed Claim or Allowed Equity Interest after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim or Equity Interest will constitute a waiver or release by the Debtor or its successor of any and all claims, rights and Causes of Action that the Debtor or its successor may possess against such holder.

9. Fractional Cents and De Minimis Distributions

Notwithstanding any other provision of the Plan to the contrary, (i) no payment of fractions of cents will be made; and (ii) the Disbursing Agent shall not have any obligation to make a Plan Distribution that is less than or $40.00 in Cash. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

10. Manner of Payment Under the Plan

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may be, in addition to the foregoing, made at the option of the Disbursing Agent in such funds and by such means as are necessary or customary in a particular foreign jurisdiction. The issuance or delivery of any Plan Distribution that is a security shall be exempt from registration under applicable securities laws pursuant to section 1145(a) of the Bankruptcy Code.

11. Requirement to Give a Bond or Surety

The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor. Furthermore, any such Person required to give a bond shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

12. Withholding and Reporting Requirements

In connection with the Plan and all distributions thereunder, the Trustee shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions thereunder shall be subject to any such withholding and reporting requirements. The Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtors or the Disbursing Agent believe are reasonable and appropriate, including requiring a holder of a Claim or Equity Interest to submit appropriate tax and withholding certifications. Notwithstanding any other provision of the Plan: (a) each holder of an Allowed Claim and/or an Allowed Equity Interest that is to receive a distribution under the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution; and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to the Plan if, after 120 days from the date of transmission of a written request to the holder of an Allowed Claim or Allowed Equity Interest, the Trustee does not receive a valid, completed IRS form from such holder of an Allowed Claim or Allowed Equity Interest, which is otherwise required for reporting purposes, and such holder shall be treated as if their Claims or Equity Interests had been disallowed.

13. Cooperation with Disbursing Agent

The Debtor and its Professional Persons shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and Equity Interests and the identity and addresses of holders of Claims and Equity Interests, in each case, as set forth in the Debtor's books and records. The Debtor and its Professional Persons shall cooperate in good faith with the Disbursing Agent to comply with any of its reporting and withholding requirements.