

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

<hr/> In re:	§	
	§	CHAPTER 11 CASE
ASCENT GROUP, LLC,	§	
	§	CASE NO. 16-34436-sgj11
Debtor.	§	

**[PROPOSED] DISCLOSURE STATEMENT IN SUPPORT OF
THE FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION FOR ASCENT
GROUP, LLC D/B/A PHYSICIANS ER – OAK LAWN**

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Dated: August 23, 2017

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A SEPARATE NOTICE OF HEARING WILL BE SERVED BY THE PROPONENTS TO NOTIFY PARTIES IN INTEREST OF THE DATE AND TIME SCHEDULED FOR A HEARING ON THE APPROVAL OF THIS PROPOSED DISCLOSURE STATEMENT.]

THIS DISCLOSURE STATEMENT IS FILED IN SUPPORT OF THE CHAPTER 11 PLAN OF LIQUIDATION (THE “PLAN”) FOR ASCENT GROUP, LLC D/B/A PHYSICIANS ER – OAK LAWN (THE “DEBTOR” OR THE “PROPONENT”), WHICH IS PROPOSED BY THE DEBTOR.

THIS DISCLOSURE STATEMENT CONTAINS A SUMMARY OF MATERIAL PROVISIONS OF THE PLAN, INCLUDING PROVISIONS RELATING TO THE PLAN’S TREATMENT OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR AND THE CREATION OF A LIQUIDATING TRUST TO PROVIDE FOR THE FURTHER LIQUIDATION AND ADMINISTRATION OF ESTATE ASSETS AND THE MEANS OF IMPLEMENTATION OF THE PLAN. THE DISCLOSURE STATEMENT ALSO SUMMARIZES CERTAIN FINANCIAL INFORMATION CONCERNING THE DEBTOR AND THE CLAIMS ASSERTED AGAINST THE DEBTOR IN THE CHAPTER 11 CASE. WHILE THE DEBTOR BELIEVES THAT THE DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION WITH RESPECT TO THE DOCUMENTS AND INFORMATION SUMMARIZED, HOLDERS OF CLAIMS AND INTERESTS SHOULD REVIEW THE ENTIRE PLAN AND EACH OF THE DOCUMENTS REFERENCED THEREIN AND HEREIN, AND SHOULD SEEK THE

ADVICE OF THEIR OWN COUNSEL AND OTHER ADVISORS BEFORE CASTING THEIR BALLOTS ON THE PLAN.

EXCEPT FOR THE INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO, NO REPRESENTATIONS CONCERNING THE DEBTOR, THE DEBTOR'S ASSETS AND LIABILITIES, THE PAST OR FUTURE OPERATIONS OF THE DEBTOR, THE PLAN AND ITS TERMS, OR ALTERNATIVES TO THE PLAN ARE AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY INFORMATION WITH RESPECT TO SUCH TOPIC AREAS THAT IS PROVIDED TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN AND THAT IS NOT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO IS UNAUTHORIZED AND SHOULD BE REPORTED IMMEDIATELY TO THE DEBTOR'S COUNSEL.

STATEMENTS AND FINANCIAL INFORMATION HEREIN CONCERNING THE DEBTOR, INCLUDING, WITHOUT LIMITATION, HISTORICAL INFORMATION, INFORMATION REGARDING THE DEBTOR'S ASSETS AND LIABILITIES, AND INFORMATION REGARDING CLAIMS AND INTERESTS ASSERTED OR OTHERWISE EVIDENCED IN THE DEBTOR'S CHAPTER 11 CASE, HAVE BEEN DERIVED FROM NUMEROUS SOURCES INCLUDING, WITHOUT LIMITATION, THE DEBTOR, THE DEBTOR'S BOOKS AND RECORDS, THE DEBTOR'S SCHEDULES AND STATEMENT OF FINANCIAL AFFAIRS, AND COURT RECORDS. ALTHOUGH THE DEBTOR REASONABLY BELIEVES THAT THE HISTORICAL AND FINANCIAL INFORMATION SET FORTH HEREIN IS ACCURATE, COMPLETE AND RELIABLE, THE DEBTOR AND ITS PROFESSIONALS HAVE NOT TAKEN ANY INDEPENDENT ACTION TO VERIFY THE ACCURACY, COMPLETENESS OR RELIABILITY OF SUCH HISTORICAL INFORMATION AND THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. THEREFORE, NEITHER THE DEBTOR NOR ITS PROFESSIONALS WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE, ACCURATE AND RELIABLE. HOWEVER, THE DEBTOR HAS REVIEWED THE INFORMATION SET FORTH HEREIN AND, BASED UPON THE SOURCES OF INFORMATION AVAILABLE, GENERALLY BELIEVES SUCH INFORMATION TO BE COMPLETE.

UNLESS INDICATED OTHERWISE, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF JUNE 22, 2017, AND NEITHER DELIVERY OF THIS DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE IN CONNECTION WITH THE PLAN SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN SINCE THE DATE THE DISCLOSURE STATEMENT AND THE MATERIALS RELIED UPON IN THE PREPARATION OF THE DISCLOSURE STATEMENT WERE COMPILED.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THIS DISCLOSURE STATEMENT CONTAINS PROJECTED FINANCIAL INFORMATION REGARDING THE DEBTOR, RECOVERIES UNDER THE PLAN, AND CERTAIN OTHER FORWARD-LOOKING STATEMENTS, ALL OF WHICH ARE BASED UPON VARIOUS ASSUMPTIONS AND ESTIMATES AS OF JUNE 22, 2017, OR SUCH OTHER TIME AS IS SPECIFIED. SUCH INFORMATION WILL NOT BE UPDATED TO REFLECT EVENTS OCCURRING AFTER SAID DATE(S), AND SUCH INFORMATION IS SUBJECT TO INHERENT UNCERTAINTIES AND TO A WIDE VARIETY OF SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE RISKS. CONSEQUENTLY, ACTUAL EVENTS, CIRCUMSTANCES, EFFECTS AND RESULTS MAY VARY SIGNIFICANTLY FROM THOSE INCLUDED IN OR CONTEMPLATED BY SUCH PROJECTED FINANCIAL INFORMATION AND SUCH OTHER FORWARD-LOOKING STATEMENTS. THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN. NO PERSON MAY GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT, REGARDING THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN. THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT MAY NOT BE USED OR REPRODUCED IN ANY REPRESENTATION, DOCUMENT, PLEADING, EXHIBIT, DEMONSTRATIVE, OR OTHER MATTER IN CONNECTION WITH ANY LEGAL PROCEEDING OR OTHER DISPUTE.

ON ____ __, 2017, AFTER NOTICE AND HEARING, THE BANKRUPTCY COURT ENTERED AN ORDER APPROVING THE DISCLOSURE STATEMENT AS CONTAINING INFORMATION OF THE KIND AND IN SUFFICIENT DETAIL TO ENABLE HOLDERS OF CLAIMS AND INTERESTS WHOSE VOTES ON THE PLAN ARE BEING SOLICITED TO MAKE AN INFORMED JUDGMENT ON WHETHER TO ACCEPT OR REJECT THE PLAN. A TRUE AND CORRECT COPY OF THE ORDER APPROVING THE DISCLOSURE STATEMENT IS ATTACHED HERETO AS EXHIBIT [] AND IS INCORPORATED HEREIN FOR ALL PURPOSES. THE APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.

NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT, EXPRESS OR IMPLIED, IS INTENDED TO GIVE RISE TO ANY COMMITMENT OR OBLIGATION OF THE DEBTOR OR ANY OTHER PARTY, NOR SHALL IT BE CONSTRUED AS CONFERRING UPON ANY PERSON ANY RIGHTS, BENEFITS OR REMEDIES OF ANY NATURE WHATSOEVER. THE DISCLOSURE STATEMENT IS INFORMATIONAL ONLY. ADDITIONALLY, HOLDERS OF CLAIMS AND INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX

ADVICE. EACH HOLDER OF A CLAIM OR EQUITY INTEREST SHOULD CONSULT THEIR LEGAL, FINANCIAL, AND TAX ADVISORS, AS APPROPRIATE, AS TO ANY MATTER CONCERNING THE PLAN, THE EFFECTS OF IMPLEMENTATION OF THE PLAN AND THE VOTING PROCEDURES APPLICABLE TO THE PLAN.

Disclosure Regarding Forward-Looking Statements

This Disclosure Statement contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). All statements, other than statements of historical facts, included in this Disclosure Statement that address activities, events or developments that the Debtor expects, projects, believes or anticipates will or may occur in the future are forward-looking statements. These statements can be identified by the use of forward-looking terminology including “may,” “believe,” “anticipate,” “estimate,” “continue,” “foresee,” “project,” “could,” or other similar words. These forward-looking statements may include, but are not limited to, references to procedures in connection with the Debtor’s Chapter 11 Case and the distribution of the Debtor’s assets pursuant to the Plan, the Debtor’s financial projections and liquidation analysis, and the Debtor’s future operating results. Forward-looking statements are not guarantees of performance. The Debtor has based these statements on the Debtor’s assumptions and analyses in light of the Debtor’s experience and perception of historical trends, current conditions, expected future developments, and other factors the Debtor believes are appropriate in the circumstances. No assurance can be given that these assumptions are accurate. Moreover, these statements are subject to a number of risks and uncertainties.

All subsequent written and oral forward looking information attributable to the Debtor are expressly qualified in their entirety by the foregoing. In light of these risks, uncertainties and assumptions, the events anticipated by the Debtor’s forward-looking statements may not occur, and you should not place any undue reliance on any of the Debtor’s forward-looking statements. The Debtor’s forward-looking statements speak only as of the date made and the Debtor undertakes no obligation to update or revise its forward-looking statements, whether as a result of new information, future events, or otherwise.

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**IN THE UNITED STATES BANKRUPTCY COURT
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DALLAS DIVISION**

In re: ASCENT GROUP, LLC, Debtor.	§ § § § §	CHAPTER 11 CASE CASE NO. 16-34436-sgj11
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Ascent Group, LLC *d/b/a* PhysiciansER – Oak Lawn (the “**Debtor**”), the debtor and debtor-in-possession in the above-captioned chapter 11 case pending before the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”), jointly with Highland Park Emergency Center LLC *d/b/a* Highland Park Emergency Room (“**HPEC**”) and Omega Emergency Physicians, PLLC (“**Omega**” and, collectively with HPEC, “**Highland Park**” and, collectively with the Debtor, the “**Proponents**”), hereby jointly file this *[Proposed] Disclosure Statement in Support of the First Amended Joint Chapter 11 Plan of Liquidation for Ascent Group, LLC d/b/a Physicans ER – Oak Lawn* (the “**Disclosure Statement**”) to explain the terms of the *First Amended Joint Chapter 11 Plan of Liquidation for Ascent Group, LLC* (the “**Plan**”).¹ A copy of the Plan is attached hereto as **Exhibit A**.

**ARTICLE I
OVERVIEW OF THE PLAN**

Prior to the bankruptcy case, the Debtor explored various strategic alternatives, including the sale of operations to the highest and best bidder. The Debtor determined that filing this Chapter 11 Case would improve the likelihood of a successful sale of its assets and help it maximize value of the operations and for the benefit of the bankruptcy estate and its stakeholders. During the bankruptcy case, the Debtor conducted a sale process to expose its assets to the market.

The Plan is a chapter 11 plan of liquidation that follows the sale process. That process involved extensive negotiations among the Debtor, Highland Park, and Uptown ER, LLC. On March 6, 2017, the Bankruptcy Court entered an agreed order [D.I. 144] (the “**Sale Order**”) approving the sale of substantially all the Debtor’s operating assets to Uptown ER, LLC (“**Uptown ER**” or the “**Purchaser**”). Highland Park had previously filed an objection to the sale [D.I. 116] but agreed to withdraw its objection based on agreements represented on the record of the sale hearing and incorporated in the Sale Order. One provision of the settlement terms incorporated in the Sale Order is the preparation of this joint plan among the Debtor and Highland Park.

¹ Unless defined herein, all capitalized terms shall have the meaning ascribed to them in the Plan.

Under the Sale Order, the Purchaser agreed to, *inter alia*: (i) assume the Debtor's debt obligations to Regions Bank ("**Regions**"), with modifications; (ii) assume the Debtor's lease obligations to a third-party landlord; (iii) assume the Debtor's debtor-in-possession financing obligations to My ER STPCR, LP d/b/a MY ER 24/7; (iv) assume and pay cure costs associated with the Debtor's assumption and assignment of certain executory contracts/leases to the Purchaser; (v) assume and pay the Debtor's post-petition ordinary course trade obligations incurred since November 14, 2016 (the "**Petition Date**"); (vi) settle certain claims with Highland Park; and (vii) pay the debtor \$107,000 cash. The proposed Plan adopts the Sale Order, and in no way alters or modifies the terms of the Sale Order or the transactions approved thereunder (except with respect to the Plan Contribution Fund, as defined in the Plan and further explained below). Under the Plan, certain of the Debtor's cash may be distributed to certain pre-petition creditors classified in the Plan under Class 2 to pay such trade creditors up to 100% of their allowed pre-petition claims.

Pursuant to the sale, the Purchaser did not acquire the bankruptcy estate's causes of action. Moreover, after payment of administrative-expense claims and Class 2 pre-petition ordinary course trade payables, little cash will be available to pay the estate's other creditors, which includes iCare Medical Group, LLC ("**iCare**"), HPEC, Omega or the Endeavor Entities (as defined in the Plan and described below).

Under the Plan, two "other" unsecured creditors—*i.e.*, Highland Park and iCare—will be paid exclusively from the proceeds of estate causes of action. All estate assets that were not sold to Purchaser will be transferred to the Liquidating Trust to be liquidated, and the Liquidating Trust will be responsible for administering claims to the extent necessary. If the estate's causes of action are valuable, the Liquidating Trustee will use reasonable business and litigation judgment to convert such Estate Causes of Action into cash and distribute such cash pro rata among the Class 3 "other" creditors.

One provision of the Sale Order required certain owners of the Debtor to make a \$50,000 cash payment to HPEC no later than six months after entry of the Sale Order. [D.I. 144, ¶ 30(a)]. Subsequent to the sale closing, HPEC and the Debtor mutually agreed to modify the terms of that provision. Pursuant to such agreement, HPEC and the Debtor agreed to create a "Plan Contribution Fund," to be funded by (a) up to \$50,000.00 from the Cash Payment owed to HPEC under Paragraph 30(a) of the Sale Order; and (b) an equivalent dollar-for-dollar Cash contribution from the ultimate owners of iCare Medical Group, LLC. Under the Plan, the Plan Contribution Fund shall be distributed for Professional Fee Claims, Administrative Claims (if applicable), and Class 2 General Unsecured Claims, as applicable.

The details of the proposed Plan are discussed below, and the Plan itself is attached as **Exhibit A**. Since the discussion below is a mere summary, please refer to the Plan document for a full presentation of any Plan provision.

ARTICLE II BACKGROUND OF THE DEBTOR²

² For additional information about the Debtor, see *Declaration of Rahim S. Govani in Support of First Day Motions*. [D.I. 15].

2.1 Formation of the Debtor, Membership and Management

The Debtor was organized in December, 2013 as a physician-owned and member-managed Arkansas limited liability company. Its members include KCM, PLC; SRG Consulting, LLC; SMER, PLC; Arrowmaker, PLC; JLUO, PLLC, Endeavor Holding Management, LLC and KMZ Medical, LLC. The owners sought to build and operate a free-standing emergency department (“**FSED**”) in the North Texas area. The Debtor hired Dr. Kelly Larkin and certain of the Endeavor Entities, which Dr. Larkin owns and/or controls, to help set up the emergency room, choose a location, and manage the day-to-day operations.

After several tours of North and Central Texas, the Debtor selected 3607 Oak Lawn, Dallas, Texas 75219 (the “**Property**”), for its location. The Debtor signed a lease for the Property in June, 2014, and borrowed money from Regions to complete the tenant finish-out for the emergency room and operate the FSED.

During this entire time, Kelly Larkin’s company Endeavor Medical Services, LLC, was acting as the exclusive billing agent for Highland Park’s free-standing emergency department located 1.3 miles away at Lemmon and Inwood. Highland Park was in the process of terminating that relationship, due to excessive billing complaints, when Highland Park discovered that Kelly Larkin had taken an ownership interest in the Debtor and intended to open a competing FSED only 1.3 miles away. In other words, Kelly Larkin had access to Highland Park’s confidential trade secrets maintained while the Debtor and its owners (including Larkin) were looking for a place to open their FSED. In August, 2014, Highland Park commenced a lawsuit and sought a temporary restraining order and an injunction against the Debtor, Kelly Larkin, Endeavor Medical Services and other Endeavor Entities. The lawsuit remains pending in the 162nd Judicial District Court of Dallas County, Texas, styled *Highland Park Emergency Center, LLC d/b/a Highland Park ER et al. v. Kelly J. Larkin, M.D., et al.* (the “**State Court Lawsuit**”).

In the State Court Lawsuit, the trial court entered a temporary restraining order (which was extended by agreement) and a partial temporary injunction. Despite Highland Park’s efforts to prevent the Debtor from opening an FSED at the Property, however, the trial court denied such injunctive relief. The Debtor completed its build-out and opened its FSED (the “**Clinic**”) in spring 2015.

2.2 The Debtor’s Operations and Assets

The Clinic opened in spring of 2015. The Clinic is a freestanding emergency room located at the Property. It is staffed with board-certified, board-eligible physicians, licensed registered nurses, radiology technologists, and emergency staff. The Clinic has on-site pharmacy and laboratory services, as well as a Computography (CT) scan, X-ray, and quick access to ambulance services. The Clinic provides its patients with shorter waits, a more comfortable atmosphere, and greater efficiency than a traditional hospital emergency room.

The Clinic is open 24 hours a day, seven days a week. The Clinic treats a broad range of emergency medical conditions, including, without limitation, pediatric, concussion, animal bites, foreign-body removal, back pain, fractures, insect bites, lacerations, seizures, infection, allergic reactions, migraines, abdominal pain, sinus infection, common cold, flu, fever, heat stroke,

pneumonia and abscesses. The Clinic strives to be its patients' primary choice for prompt and convenient emergency medical care that is delivered with a high level of expertise in a comfortable, state-of-the-art environment close to home. The Clinic further strives to provide high-quality emergency medical care for families and individuals in an alternative setting to a traditional hospital emergency room. The Clinic accomplishes these goals by offering shorter wait times, easier access, and individualized attention from top-qualified emergency medicine physicians.

Prior to October 1, 2016, the Clinic's human resources and staffing services for non-physician staff, including radiology technicians and nurses, were contracted through Altum Healthcare, LLC ("**Altum**") pursuant to that certain Human Resource Staffing Agreement entered into on April 13, 2015. However, since October 1, 2016, those services have been provided to the Debtor by Southwest Business Corporation ("**SWBC**"). SWBC employs and compensates the non-physician personnel used to operate the Clinic's day-to-day services and functions. The Debtor agreed to pay SWBC pursuant to the terms of its contractual arrangement, which includes the compensation for the employees working at the Clinic and the benefits provided thereto.

2.3 Debt and Capital Structure

As of the Petition Date, the Estate's largest secured creditor was Regions. Through a revolving note and a construction loan, as amended and modified, the Debtor borrowed over \$2.6 million from Regions. The total indebtedness to Regions was secured by substantially all of the Debtor's operating assets, including its Accounts Receivable. Under the terms of the sale approved under the Sale Order, the obligations owed to Regions have been satisfied by a separate agreement between the Purchaser and Regions.

In addition to the secured debt owed to Regions, after the Petition Date, the Debtor borrowed approximately \$300,000.00 from My ER STCPR LP d/b/a My ER 24/7 (the "**DIP Lender**") pursuant to the Final DIP Order [D.I. 80] for use during the pendency of the case. Because the DIP Lender is an affiliate of Uptown ER, the Purchaser of the Clinic, the terms of the sale approved by the Court provide for the satisfaction of the DIP loan as a credit bid component of the purchase price of the Debtor's assets.

The Debtor was also obligated to Asset Management Associates, LLC (the "**Landlord**") pursuant to a 10-year commercial lease for the Property. Under the terms of the APA approved under the Sale Order, the Debtor's past and future obligations to the Landlord have been assumed and assigned to Uptown ER, along with substantially all of the Debtor's obligations owed to other contract and lease counterparties.

Finally, the APA and Sale Order provide for a cash component of Uptown ER's purchase price, in the amount of \$107,000.

The Sale Order does not address certain "other claims." For example, one of the Estate's largest undisputed creditors is iCare, an entity with common ownership as the Debtor. Prior to the sale to Uptown ER, iCare employed and compensated the Debtor's physicians to perform the Clinic's day-to-day medical procedures. The Debtor paid iCare directly on account of the

physicians' compensation. The Debtor has scheduled iCare's pre-petition claim to be \$1,421,432.20 as of the Petition Date.

Another group of creditors that is not addressed by the Sale Order is the Endeavor Entities, which is defined in the Plan to include Kelly J. Larkin, Endeavor Medical Systems, L.P., Endeavor Services, L.L.C. Endeavor Emergency Services, LLC, Altum Healthcare, LLC, Larkin Management Group, EMS Billing, EMS Management, Amicus, ER, L.P., Lake Area Emergency Center, LLC, Medical Center Emergency Physicians, or any other Person or entity which is owned or controlled by Kelly J. Larkin, directly or indirectly, but excluding Debtor Ascent Group, LLC. The Proponents believe these entities are "insiders" or "affiliates" due to their common ownership and/or control by Dr. Kelly J. Larkin. The Debtor hired Dr. Larkin or her entities to help establish and manage the Clinic, and the Claims asserted by the Endeavor Entities arise from Dr. Larkin's back-office management. The Debtor terminated Dr. Larkin's management and control of the Clinic in mid- to late-2016. According to the Debtor's Schedules of Assets and Liabilities [D.I. 86], these Endeavor Entities may still hold Claims, all of which are disputed, in the following amounts: (i) Altum - \$877,065.87; (ii) EMS Billing - \$460.33; (iii) EMS Management - \$45,000.00; (iv) Endeavor Medical Systems, LP - \$37,500.00; and (v) Larkin Management Group - \$97,945.89.³ Not only does the Debtor dispute the amount and liability for these claims, but as described more fully in the Plan, the Schedules and in the Debtor's Statement of Financial Affairs [D.I. 87], the Debtor and its Estate may have Causes of Action against the Endeavor Entities, ranging from Chapter 5 Avoidance Actions to non-bankruptcy based on, among other things, breach of contract, breach of fiduciary duty, mismanagement, and similar claims. The Plan seeks to address and resolve these disputes through the Liquidating Trust.

Finally, Highland Park has filed two separate claims against the Estate for \$10 million each based on the allegations more fully described in the State Court Lawsuit pending in state court. Highland Park has agreed to resolve the Debtor's liability under the terms of the Plan and the Sale Order. Such agreement by Highland Park has no impact on Highland Park's claims against the Endeavor Entities.

2.4 Events Leading to the Bankruptcy Filing

The Debtor never realized the level of revenue necessary to attain profitability. Since opening in the spring of 2015, the Debtor has continued to sustain losses, caused by a combination of poor management resulting from the Endeavor Entities' actions and omissions, lower-than-expected patient count, and higher-than-expected overhead, including the legal fees incurred to defend the State Court Lawsuit. As a result of these lower-than-expected results, the Debtor's Non-Endeavor Owners contributed cash into the Debtor to maintain operations and to avoid defaults under the existing secured-credit agreements with Regions Bank.

Starting in the fall of 2015, the Debtor's principals sought potential alternatives from investors or buyers to take over the ownership and management of the Clinic. Eventually, Uptown ER expressed interest in purchasing the Debtor's assets, but only with free and clear relief offered through a bankruptcy sale.

³ These entities may have filed proofs of claim with the Court's claims register in different amounts than those listed in the Debtor's Schedules of Assets and Liabilities.

ARTICLE III SIGNIFICANT EVENTS DURING THE BANKRUPTCY

3.1 First Day Filings and Cash Collateral

The Petition Date for this Case was November 14, 2016, and the first-day motions included: (i) a motion to borrow funds from the DIP Lender and use cash collateral of Regions [D.I. 7]; (ii) a motion to pay employee wages [D.I. 6]; and (iii) a motion concerning patient privacy [D.I. 5]. The Court granted substantially all of the relief requested in such motions. Specifically, the Court authorized the Debtor to borrow up to \$300,000 from the DIP Lender and authorized use of cash collateral through February 28, 2017. At that time, the Debtor also advised the Court that it would file a bid procedures motion and a sale motion.

3.2 Bid Procedures and Agreed Approval of Sale

On December 9, 2016, the Debtor filed a motion to approve bid procedures [D.I. 64] and a motion to sell the Clinic to the highest bidder [D.I. 65]. The bid procedures motion contemplated approval of Uptown ER, LLC as a stalking horse bidder, and sought approval of certain bid protections. By order entered on January 18, 2017, after an evidentiary hearing held on December 15, 2016, the Court approved the bid procedures motion, in part [D.I. 96]. At the same hearing, the Court authorized the Debtor to enter into a Management Services Agreement with Uptown ER, LLC [D.I. 66, 110].

To assist in the marketing and sale process, the Court authorized the Debtor to employ Ankura Consulting Group, LLC (“**Ankura**”) to provide transactional services, as detailed in the Debtor’s employment application [D.I. 92].

With the assistance of the Debtor’s legal counsel, and Louis Robichaux of Ankura, and Timothy Domain, an independent contractor of Ankura, the Debtor created a virtual data room, contacted several potential purchasers, and negotiated with Regions regarding the terms for a purchaser’s assumption of the debt. Highland Park expressed interest in the Clinic and made two offers to purchase the Clinic and certain estate causes of action, but those offers were later withdrawn, leaving only Uptown ER’s stalking horse offer as the highest and best offer. Ultimately, the Debtor elected to pursue the sale to Uptown ER on the terms of the stalking-horse APA, as modified [D.I. 134].

Highland Park expressed vigorous objections to the sale, and the Court set aside a day and a half of hearings on the sale motion. Ultimately, after extensive negotiations, the parties announced an agreement whereby Highland Park would withdraw its objections in exchange for, *inter alia*: (i) payment of \$150,000.00 from the Non-Endeavor Owners of the Debtor; (ii) payment of \$275,000.00 from Purchaser, payable from the net revenues of the future operations of the Clinic; (iii) agreement to file this joint plan; and (iv) mutual releases of claims among the parties, consistent with the terms of this Plan. Such agreements were incorporated into the Sale Order and the Plan.

On March 27, 2017, the Debtor filed its *Notice of Closing of Sale of Substantially All of Debtor’s Assets to Uptown ER, LLC* [D.I. 160], notifying all parties that, effective March 20, 2017, the sale of substantially all of the Debtor’s assets to Uptown ER, LLC closed pursuant to

the Sale Motion, the Sale Order, and that certain *Asset Purchase Agreement* between the Debtor and Uptown ER, LLC. *See* Docket No. 159.

3.3 Professionals and Administrative Expenses

The Debtor's professionals include Gardere Wynne Sewell LLP ("**Gardere**"), as counsel, and Ankura Consulting. Gardere's fees are to be paid from a combination of the Debtor's cash on hand, the funds advanced by the DIP Lender under the DIP Order, funds advanced by Highland Park under the Sale Order, and additional funds to be contributed by the owners of iCare, as a means of implementing the Plan.

Ankura agreed to accept a flat fee of \$50,000.00 for its services. Such fees have been, or are to be, paid by the DIP Lender under the terms of the DIP Loan.

Administrative expenses were paid in the ordinary course of this case out of available cash from operations or funds advanced under the DIP Order, as necessary. The Purchaser has agreed, as a component of the Sale Order and underlying APA, to assume any additional ordinary course administrative expenses.

Under the settlement terms incorporated into the Sale Order, Highland Park has agreed to advance up to \$30,000.00 to the Estate to pay Gardere's fees related to the negotiation, filing, service, and prosecution of this Plan. Such funds will be advanced and paid to Gardere upon allowance of its final fee application, and such advance by Highland Park may be reimbursed by the Liquidating Trust under the terms of the Plan and Liquidating Trust Agreement. To the extent additional funds are necessary to pay Gardere's Allowed Professional Fee Claim, the Liquidating Trustee may utilize up to [\$____] of the Plan Contribution Fund, discussed further below.

ARTICLE IV SUMMARY OF TREATMENT UNDER THE PLAN

4.1 Classes and Proposed Treatment

The Plan provides for a total of five (5) Classes, and three sub-classes, under the Plan. Holders of claims in Classes 1.A, 2 and 3 are entitled to vote on the Plan. Holders of claims in Classes 1.B and 1.C are unimpaired and, thus, are not entitled to vote. Class 4 has no known creditors in it, and Class 5 is deemed to reject the Plan. Thus, holders of claims and interests in Classes 4 and 5 are not entitled to vote on the Plan.

The following section and subsections discuss the classes, proposed treatment and other important information to help creditors determine whether to vote to accept or reject the Plan.

<p>Class: 1.A – Regions Secured Claim</p> <p>Number of Claimants: 1 Amount of Claims: Approx. \$2.6 million Estimated Repayment: 100%</p> <p>This Sub-Class is Impaired and Entitled to Vote</p>	<p>Proposed Treatment: Class 1.A is comprised of the Secured Claims of Regions Bank. Under the Plan and Sale Order, the Regions Bank Debt has been assumed by the Purchaser. The Purchaser has agreed to new loan terms with Regions to effectively assume the Debtor's obligations, as modified. Any Deficiency Claim of the holder of the Class 1.A Claim shall be included as a Class 2 Unsecured Claim; however, such holder shall not receive any distribution under the Plan on account of its Class 2 Unsecured Claim.</p>
<p>Class: 1.B – Secured Tax Claim</p> <p>Number of Claimants: 1 Amount of Claims: Appx. \$13,614.75 Estimated Repayment: 100%</p> <p>This Sub-Class is Unimpaired and Not Entitled to Vote</p>	<p>Proposed Treatment: Class 1.B is comprised of Secured Tax Claims. Under the terms of the Sale Order, the Liens securing such Secured Tax Claims for the 2016 tax year will remain attached to the taxing authorities' respective collateral, and the Debtor will assume responsibility for paying such Claims. The Liens securing such Secured Tax Claims for the 2017 tax year will remain attached to the taxing authorities' respective collateral, and the Purchaser will assume responsibility for paying such Claims at such time as agreed upon between Purchaser and the taxing authorities. Nothing in the Plan shall modify the terms of the APA or Sale Order.</p>
<p>Class: 1.C – Other Secured Claim</p> <p>Number of Claimants: 0 Amount of Claims: \$0.00 Estimated Repayment: Unknown</p> <p>This Sub-Class is Impaired and Entitled to Vote</p>	<p>Proposed Treatment: The Debtor is unaware of any Other Secured Claims, but will either abandon any remaining property to such holders in full satisfaction of such secured claims or pay such amounts as may be available from the Liquidating Trust Assets, to the extent applicable.</p>

<p>Class 2 – General Unsecured Claims</p> <p>Number of Claimants: Appx. 45 Amount of Claims: \$60,000 (excluding disputed claims) Estimated Recovery: 0% - 100%</p> <p>This Class is Impaired and Entitled to Vote</p>	<p>Proposed Treatment: The holders of allowed claims classified in this class will be paid from the Debtor's Cash on hand on the Effective Date, plus the Plan Contribution Fund between iCare and HPEC. Such funds are anticipated to be sufficient to provide a recovery of up to 100% to holders of Allowed Class 2 General Unsecured Claims, exclusive of interest and any potential attorneys' fees incurred due to the Debtor's delay in payment. The Endeavor Entities have filed claims totaling over \$1 million, in the aggregate. The Debtor disputes the validity of these claims and believes such Claims ultimately will not be allowed. If the Endeavor Entities' Claims are ultimately allowed following confirmation of the Plan, such allowance could dilute the ultimate recovery available to other holders of Allowed Class 2 General Unsecured Claims.</p>
<p>Class 3 – Claims of iCare and Highland Park</p> <p>Number of Claimants: Appx. 3 Amount of Claims: Appx. \$21.4 million Estimated Recovery: 0% - 100%</p> <p>This Class is Impaired and Entitled to Vote</p>	<p>Proposed Treatment: Class 3 is comprised of the Claims of iCare Medical Group, LLC, Highland Park Emergency Room, LLC, and Omega Emergency Physicians, PLLC. iCare and HPEC shall be allowed claims in equal amounts, and Omega shall be deemed to have withdrawn all Claims against the Debtor. In exchange for satisfaction of such creditors' claims and in exchange for their contributions to the Plan Contribution Fund, iCare and HPEC shall receive beneficial interests in the Liquidating Trust.</p>
<p>Class 4 – Subordinated Claims</p> <p>Number of Claimants: 0 Amount of Claims: \$0.00 Estimated Recovery: Unknown</p> <p>This Class is Impaired and Entitled to Vote</p>	<p>Proposed Treatment: The Debtor is unaware of any Subordinated Claims, but to the extent such Claims exist, after satisfaction of all other Allowed Claims, the Liquidating Trustee may use its discretion to determine how much it has available, if any, to pay Subordinated Claim holders.</p>
<p>Class 5 – Equity Interests</p> <p>Number of Interest Holders: 7 Amount of Interests: Unknown Estimated Recovery: \$0.00</p> <p>Impaired; Deemed to Reject</p>	<p>Proposed Treatment: All existing equity Interests in the Debtor will be cancelled on the Effective Date.</p>

4.2 Executory Contracts and Unexpired Leases

Section 365 of the Bankruptcy Code sets out various provisions regarding executory contracts and unexpired leases. Pursuant to the Plan, all executory contracts and leases of the Debtor that were not previously assumed and assigned or rejected by the Debtor under the Sale Order, the APA, or another final order from of the Bankruptcy Court will be deemed rejected as of the entry of the Confirmation Order. Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute the approval, pursuant

to §§ 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the Executory Contracts and Unexpired Leases.

On information and belief, all assumption costs associated with executory contracts and/or unexpired leases were cured by the Purchaser at or near the closing of the Asset Sale pursuant to the Sale Order and the APA. To the extent any Person holds a Claim for a cure amount related to an assumed executory contract and/or unexpired lease, the Purchaser shall pay all such amounts in accordance with the APA and the Sale Order on the Effective Date in full satisfaction of such claim. Under no circumstances will the Estate, the Debtor, the Liquidating Trust, or the Liquidation Trustee be obligated to pay such cure costs.

The Plan further provides that any Claim for damages arising from the rejection of an executory contract or unexpired lease pursuant to the Plan must be asserted in a proof of Claim filed with the Bankruptcy Court not later than thirty (30) days after the Effective Date. Any such rejection Claims not timely filed shall be released and forever barred from assertion against the Debtor or the Assets. Any other bar date previously established for the filing of Claims based on the rejection of executory contracts or unexpired leases shall not be affected by this provision. Any claims for damages resulting from the rejection of an executory contract/lease will be treated under Class 2. Objections to the cure amount or the assumption of a contract or lease must be filed by the Claim Objection Deadline and served on the Debtor.

4.3 Review and Payment of Claims

The Plan appoints the Liquidating Trustee to review and pay Allowed Claims. Under the Plan, the “**Claim Objection Deadline**” is 180 days after the Effective Date of the Plan, unless further extended by court order. If an objection is filed before that deadline, there will be a hearing to determine whether the claim is valid, and the Liquidating Trustee will pay the allowed amount within 14 days after the Court’s ruling on allowance of the claim becomes final. All other claims will be paid in accordance with the treatment provided in Article V of the Plan, as summarized under subsection A above.

4.4 Estate Causes of Action

The following discussion of Estate Causes of Action is intended to summarize the Causes of Action Reserved under the Plan. Please refer to Sections 7.5 - 7.8 of the Plan and Exhibit 4 to the Plan for a more complete discussion.

Unless expressly waived or released under the Plan, or by a prior order of the Bankruptcy Court, all Causes of Action, including such Causes of Action described below, will be reserved under the Plan and assigned to the Liquidating Trust. The Liquidating Trustee will be authorized, but not required, to pursue the Estate Causes of Action. Besides ordinary collection actions to collect unpaid invoices/accounts and Accounts Receivables due to the Debtor, the Liquidating Trust will be tasked with evaluating and potentially litigating the following claims:

4.5 Avoidance Actions Against Third-Party Creditors

The Bankruptcy Code authorizes debtors and trustees to review payments made by a debtor within the 90 days leading up to the bankruptcy filing and within one year for insider

transferees, and determine whether any creditors were preferred over other creditors. If so, the Bankruptcy Code allows the debtor or trustee to seek to recover the payments and redistribute them more evenly among the debtor's creditors.

In this case, all potential Avoidance Actions, including any payment to a creditor within 90 days of the bankruptcy filing, will be reviewed and potentially pursued by the Liquidating Trustee.

4.6 Causes of Actions against Insiders and Related Parties

The Proponents believe that the Debtor was harmed by Kelly Larkin and the Endeavor Entities. While investigations remain ongoing, the Proponents believe that Dr. Larkin, directly and through the Endeavor Entities, may have been grossly negligent in managing the Clinic, leading to extensive losses, expensive litigation, low patient volumes and unfair and unreasonable payments to the Endeavor Entities. For those reasons, the Proponents are investigating whether the payments made to Dr. Larkin and the Endeavor Entities may be avoided and recovered under sections 544(a), 547(b) or 548(a) of the Bankruptcy Code or state law, as well as whether the Debtor may have rights against the Endeavor Entities for breach of contract, breach of fiduciary duty, indemnity and other rights and remedies. Under the Plan, unless expressly released, the Liquidating Trustee will have the right to pursue any and all causes of action held by the Debtor against any member, manager or insider, including without limitation Dr. Larkin and the Endeavor Entities for breach of fiduciary duty, fraud, negligence, gross negligence, usurpation of opportunity, misrepresentation, misappropriation, conversion, conspiracy, indemnity, tortious interference with existing and prospective contracts, preferential transfers, and fraudulent transfers. Such claims may also be pursued against any third-parties who aided or abetted Dr. Larkin's or the Endeavor Entities' actions or omissions, and any third-party transferees who received transfers from the Debtor as payment for goods and/or services that benefited Dr. Larkin, personally, instead of the Debtor and its Non-Endeavor Owners and creditors.

All such claims, counterclaims, causes of action and defenses are expressly reserved under the Plan and assigned to the Liquidating Trust.

4.7 Discharge of Debts, Injunction, Exculpation, Releases

The Plan and Confirmation Order will act as a discharge of debts owed by the Debtor and a permanent injunction against all parties in interest from pursuing claims and causes of action against the Debtor and the Liquidating Trust or Liquidating Trustee beyond the relief expressly provided in the Plan and Confirmation Order. **THIS MEANS THAT ALL CLAIMS, RIGHTS AND REMEDIES THAT A CREDITOR OR OTHER PARTY IN INTEREST COULD HAVE ASSERTED AGAINST THE DEBTOR OR DERIVATIVELY THROUGH THE DEBTOR WILL BE DISCHARGED, AND SUCH CREDITORS OR INTERESTED PARTIES WILL BE ENJOINED FROM PURSUING SUCH REMEDIES PROVIDED THAT THE DEBTOR AND LIQUIDATING TRUST SATISFY THE OBLIGATIONS IMPOSED UNDER THE PLAN AND CONFIRMATION ORDER.**

The Plan establishes that it shall constitute a good-faith compromise and settlement of all Claims, interests, and controversies resolved pursuant to the Plan. On the Effective Date, all

Claims against and Interests in the Debtor shall be satisfied, discharged, and released in full, except as otherwise provided in the Plan.

The Plan further establishes that certain “Released Parties,” including the Debtor, the Non-Endeavor Owners, HPEC, Omega, and any officer, director, member, manager, employee, agent, accountant, or attorney of Debtor (including the Professionals), the Non-Endeavor Owners, HPEC, and Omega, are deemed forever released and discharged by the Debtor from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever.

The Plan further establishes that the Released Parties are deemed forever released and discharged from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, and liabilities whatsoever by certain “Releasing Parties,” including (a) holders of Claims who vote to accept the Plan but do not opt out of the releases on the Ballot, (b) Holders of Claims that are Unimpaired under this Plan; (c) Holders of Claims whose vote to accept or reject this Plan is solicited but who do not vote to either accept or reject this Plan; and (d) Holders of Claims who vote to reject the Plan but do not opt out of the releases on the Ballot.

The specific provisions of the Plan governing such releases, exculpation, discharges and injunction may be found in Article XIV of the Plan.

ARTICLE V ALTERNATIVES TO CONFIRMATION

5.1 Chapter 7 Liquidation

The most realistic alternative to the Plan is conversion of the Chapter 11 Case from a proceeding under chapter 11 of the Bankruptcy Code to a proceeding under chapter 7 of the Bankruptcy Code. A chapter 7 case, sometimes referred to as a “straight liquidation,” requires the liquidation of all of a Debtor’s assets by a chapter 7 trustee. The cash realized from liquidation is subject to distribution to creditors in accordance with section 726 of the Bankruptcy Code. Whether a bankruptcy case is one under chapter 7 or chapter 11, allowed secured claims, allowed administrative claims and allowed priority claims, unless subordinated pursuant to section 510 of the Bankruptcy Code, are entitled to be paid in cash, in full, before unsecured creditors and equity interests receive anything. Thus, in a chapter 7 case, the recovery, if any, to creditors holding non-priority unsecured claims will depend upon the net proceeds left in the estate after all of the Debtor’s assets have been reduced to cash and all claims of higher priority have been satisfied in full.

The Plan preserves Causes of Action and provides that the Liquidating Trustee will assert such Causes of Action. If the Chapter 11 Case were converted to chapter 7, those same Causes of Action would be available for prosecution by the chapter 7 trustee as he deemed appropriate. Under either scenario, an estate representative or successor would have to expend funds to investigate Causes of Action, file or continue Causes of Action, and litigate Causes of Action to settlement or judgment. The Debtor does not believe that the value of the Causes of Action would change much, if any, whether prosecuted by the Liquidation Trustee or a chapter 7 trustee. The Debtor believes, however, that the expense associated with a chapter 7 trustee

administration, as detailed below, would be more expensive than the administration undertaken by the Liquidating Trustee.

Chapter 7 liquidation adds an additional layer of expenses. As referenced above, conversion of a bankruptcy case to chapter 7 will trigger the appointment of a chapter 7 trustee having the responsibility of liquidating a Debtor's assets. Pursuant to sections 326 and 330 of the Bankruptcy Code, the chapter 7 trustee will be entitled to reasonable compensation in relation to the level of disbursements made to creditors, as follows: (a) up to 25% of the first \$5,000 disbursed; (b) up to 10% of the amount disbursed in excess of \$5,000 but not in excess of \$50,000; (c) up to 5% of any amount disbursed in excess of \$50,000 but not in excess of \$1,000,000; and (d) up to 3% of any amount disbursed in excess of \$1,000,000. Additionally, the chapter 7 trustee will be entitled to retain his or her own professionals to assist in the liquidation and administration of the estate. The fees and expenses of such professionals, to the extent allowed, are also entitled to priority in payment as Administrative Claims. Chapter 7 administrative costs are entitled to priority in payment over chapter 11 administrative costs. Nevertheless, chapter 11 administrative costs continue to have priority over all other non-administrative priority claims and non-priority unsecured claims in the bankruptcy case.

The Debtor is opposed to conversion of the Chapter 11 Case to chapter 7 for several reasons. First, conversion of the Chapter 11 Case will re-open the Bar Date and enable additional and otherwise time-barred Claims to be asserted. Second, the Debtor believes that conversion of the Chapter 11 Case could lead to additional layers of fees and expenses for the reasons stated in the prior paragraph. Third, conversion to chapter 7 could result in the appointment of a trustee having no experience or knowledge of the prior proceedings in the Chapter 11 Case or of the Debtor's business, its books and records and its assets. A substantial amount of time would be required in order for the chapter 7 trustee and the trustee's professionals to become familiar with the Debtor, its business operations, its assets, and pending litigation in order to wind up the Chapter 11 Case effectively.

With respect to the "best interest of creditors" test of section 1129(a)(7) of the Bankruptcy Code, the Debtor does not believe that Claimants will achieve a greater recovery under chapter 7 than under the Plan. Inasmuch as the Plan is a plan of liquidation and most hard assets have already been sold, any comparison of likely distributions to holders of Allowed Claims under the Plan to likely distributions to holders of Allowed Claims in a chapter 7 proceeding is similar, except that the Debtor contends that the Plan incorporates beneficial compromises which may not be available in a chapter 7 proceeding, and in a chapter 7 proceeding the potential for additional administrative expense and additional Claims demonstrates that the distributions under the Plan are likely to exceed, or at least be equal to, the distributions that would be made under chapter 7 of the Bankruptcy Code.

This alternative would be especially harmful for Class 2 trade creditors. A chapter 7 trustee would be under no obligation to use the Debtor's cash to pay ordinary course trade creditors. Instead, a chapter 7 trustee could use such cash to fund litigation against the Endeavor Entities or other potential defendants. The Plan offers a better alternative for such creditors, because it allows the Liquidating Trustee to utilize other sources of funds to pursue estate causes of action, while using the cash sale proceeds to pay third-party trade creditors immediately.

5.2 Continuation of the Chapter 11 Case.

Now that the sale transaction with Uptown ER, LLC has been approved and consummated, the Debtor has no realistic proposition for reorganization or continuation of its business. As a result, the Debtor would have difficulty sustaining the administrative expenses associated with continued bankruptcy proceedings.

5.3 Alternative Plans

To date, no other proposed chapter 11 plans have been filed in the Chapter 11 Case, and the Debtor does not anticipate that any other Chapter 11 plan will be filed. If the Plan is not confirmed, the Debtor, or any other party in interest in the Chapter 11 Case, could propose a different plan or plans. Such plans might involve either a reorganization and continuation of the Debtor's business, or an orderly liquidation of their assets, or a combination of both.

5.4 Dismissal

The most remote alternative possibility is dismissal of the Chapter 11 Case. As with the conversion alternative, dismissal would leave creditors' claims unresolved. If dismissal were to occur, the Debtor would no longer have the protection of the automatic stay and other applicable provisions of the Bankruptcy Code. Dismissal would force a race among Claimants to take control and dispose of the Debtor's available assets, and unsecured Claimants, on an aggregate basis, would very likely fail to realize any recovery on their Claims. While it is possible that the Debtor might use the cash sale proceeds to pay pre-petition claims, there would be no legal obligation of the Debtor to do so, and a number of circumstances and events could even prevent the Debtor from making distributions to such creditors if the Bankruptcy Case were simply dismissed.

Neither scenario provides the certainty and speed of recovery for third-party trade creditors as proposed under the Plan.

The Plan offers the most effective and fastest payment alternative for trade creditors. Except to the extent available cash on the Effective Date is insufficient to pay such creditors in full, payment will be made to such creditors as soon as the confirmation order is entered.

For all of these reasons, the Proponents strongly believe that the Plan is in the best interests of all customers, subcontractors and other creditors.

ARTICLE VI VOTING PROCEDURES

6.1 Deadline for Submission of Ballots and Objections to Confirmation

On _____, the Bankruptcy Court entered an order pursuant to section 1125 of the Bankruptcy Code (the "**Solicitation Order**") approving this Disclosure Statement as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor, typical of the solicited holders of Claims against and Interests in the Debtor, to make an informed judgment with respect to the acceptance or rejection of the Plan. A copy of

the Solicitation Order is included in the materials accompanying this Disclosure Statement. **APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT REGARDING THE FAIRNESS OR MERITS OF THE PLAN.**

After carefully reviewing this Disclosure Statement, including the attached exhibits, please indicate your acceptance or rejection of the Plan by voting in favor of, or against, the Plan on the enclosed ballot and returning the same to the address set forth on the ballot, so that it will be received by the Court-appointed voting agent, no later than 4:00 p.m., Central Time, on [_____, 2017] (the “Voting Deadline”).

If you do not vote to accept the Plan, or if you are the holder of an unimpaired Claim or Interest, you may be bound by the Plan if it is accepted by the requisite number of Claimants and amount of Claims.

TO BE SURE YOUR BALLOT IS COUNTED, YOUR BALLOT MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON [_____, 2017]. For detailed voting instructions and the name, address, and phone number of the person you may contact if you have questions regarding the voting procedures.

Pursuant to section 1128 of the Bankruptcy Code, the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan (the “Confirmation Hearing”), on [_____, 2017 at _____.m.], Central Time, in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before [_____.m., on _____, 2017].

6.2 Creditors Solicited to Vote

Each Creditor holding a Claim in Classes 1.A, 1.C (if there are any class members), 2 and 3, each of which is impaired under the Plan, is being solicited to vote on the Plan. Creditors holding Claims in these Classes will receive ballots for each Class in which they are entitled to vote.

A Creditor’s vote will not be counted if the claims is listed in the Debtor’s Schedules as disputed or if there is an objection to such Creditor’s Claim, unless and to the extent that the Bankruptcy Court temporarily allows the Claim. To obtain temporary allowance of a Claim for voting purposes, a Creditor must file a motion pursuant to Bankruptcy Rule 3018 before the Voting Deadline. Such motion must be heard and determined by the Bankruptcy Court prior to the date and time established by the Bankruptcy Court for determination of confirmation of the Plan. In addition, a Creditor’s vote may be disregarded if the Bankruptcy Court determines that the Creditor’s acceptance or rejection of the Plan was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

EACH CREDITOR IS HEREBY URGED TO REVIEW THE PLAN AND BALLOTS CLOSELY TO DETERMINE IF MAKING SUCH ELECTIONS IS IN ITS OWN BEST INTERESTS.

The Debtor supports confirmation and urges all Claimants to vote to accept the Plan.

ARTICLE VII LIQUIDATION ANALYSIS, FEASIBILITY, AND RISK FACTORS

7.1 Liquidation Analysis

The Plan provides for the liquidation of the remaining Assets of the Debtor after the sale transaction. The recovery to holders of Claims against the Debtor is derived primarily from the remaining Cash and the Causes of Action. Because the Debtor's sole remaining Assets are primarily cash on hand and certain Causes of Action, a liquidation of the Debtor's Estate under chapter 7 of the Bankruptcy Code necessarily will result in less recovery to unsecured creditors than under the Plan because, under the Plan, distributions are able to be made without incurring additional administrative expenses and statutory commissions of a chapter 7 trustee. Using the statutory fee provided in Bankruptcy Code § 326, a chapter 7 trustee would be entitled to commission of approximately 3% of all moneys disbursed or turned over in the Chapter 11 Case, plus the incurrence of attorneys' fees by a chapter 7 trustee. Such fees are anticipated to be substantial for any chapter 7 trustee and trustee counsel to familiarize themselves with the Debtor, the Estate, the procedural history, and the terms of the Plan. Attached hereto as **Exhibit B** is a Liquidation Analysis prepared by the Debtor and its professionals for use in projecting recoveries and distributions under the Plan. The Liquidation Analysis, the figures reported therein, and the methodology used to create the Liquidation Analysis are subject to the "Disclaimer" provided in this Disclosure Statement.

For these reasons, Holders of Claims against and Equity Interests in the Debtor under the Plan likely will be greater than they would receive under a liquidation pursuant to chapter 7 of the Bankruptcy Code.

7.2 Feasibility of the Plan

Section 1129(a)(11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor unless such liquidation is proposed in the Plan.

The Bankruptcy Court previously authorized and the Debtor consummated the sale of substantially all of the Debtor's assets to Uptown ER, LLC. The remaining assets of the Debtor following the sale of its assets and the prosecution of the Causes of Action will fund distributions under the Plan and the costs of administering the Liquidating Trust. To satisfy all unpaid administrative claims and provide a distribution to holders of allowed claims under Class 2 of the Plan, the Proponents will establish the "Plan Contribution Fund" from three sources: (i) the Debtor's Cash on hand as of the Effective Date; (ii) up to \$50,000.00 from the settlement payment owed to HPEC under the Sale Order; and (iii) an equivalent cash contribution from the owners of iCare, up to \$50,000.00. The Plan Contribution Fund will be used by the Debtor or Liquidating Trustee, as applicable, to pay all outstanding administrative claims and make a complete or pro rata distribution to Class 2 Claim Holders. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code because it provides for the liquidation of the Debtor's assets and the distribution of the proceeds of that liquidation by the Liquidating Trust to holders of Claims against the Debtor.

7.3 Risks Associated with the Plan

Both the confirmation and consummation of the Plan are subject to a number of risks. There are certain risks inherent in the confirmation process under the Bankruptcy Code. If certain standards set forth in the Bankruptcy Code are not met, the Bankruptcy Court will not confirm the Plan even if holders of Claims against the Debtor vote to accept the Plan. Although the Debtor believes that the Plan meets such standards, there can be no assurance that the Bankruptcy Court will reach the same conclusion. If the Bankruptcy Court were to determine that such requirements were not met, it could require the Debtor to re-solicit acceptances, which could delay and/or jeopardize confirmation of the Plan. The Debtor believes that the solicitation of votes on the Plan will comply with section 1126(b) and that the Bankruptcy Court will confirm the Plan. The Debtor, however, can provide no assurance that modifications of the Plan will not be required to obtain confirmation of the Plan, or that such modifications will not require a re-solicitation of acceptances.

ARTICLE VIII EXPLANATION OF CHAPTER 11

8.1 Overview of Chapter 11

The commencement of a chapter 11 case creates an estate comprising all the legal and equitable interests of the debtor in property as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession” unless the bankruptcy court orders the appointment of a trustee. In the present Chapter 11 Case, the Debtor has remained in possession of its property and has continued to function as debtor-in-possession.

The filing of a chapter 11 petition also triggers the automatic stay provisions of the Bankruptcy Code. Section 362 of the Bankruptcy Code provides, *inter alia*, for the imposition of an automatic stay against all attempts to collect pre-petition claims from the debtor or otherwise interfere with its estate, property, or business. Except as otherwise ordered by the Bankruptcy Court, the automatic stay remains in full force and effect until the effective date of a confirmed plan for the Debtor.

The formulation of a plan is the principal purpose of a chapter 11 case. The plan sets forth the means for satisfying the claims against and interests in the debtor. Unless a trustee is appointed, only the debtor may file a plan during the first 120 days of a chapter 11 case. Section 1121(c)(1) of the Bankruptcy Code permits any party to file a plan once a chapter 11 trustee has been appointed. In this Case, the Debtor has obtained an extension of its exclusive right to file a plan on or before June 12, 2017, and obtain confirmation on or before August 11, 2017. [D.I. 145].

8.2 Plan of Reorganization

A chapter 11 plan may provide anything from a complex restructuring of a debtor's business and its related obligations to a simple liquidation of the debtor's assets.

Generally, after a plan of reorganization has been filed, the holders of claims against or interests in a debtor are permitted to vote to accept or reject the plan. Before soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires the debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. This Disclosure Statement is presented to holders of Claims against and Interests in the Debtor to satisfy the requirements of section 1125 of the Bankruptcy Code.

If all classes of claims and interests accept a plan of reorganization, the bankruptcy court may nonetheless still not confirm the plan unless the court independently determines that the requirements of section 1129 of the Bankruptcy Code have been satisfied. Section 1129 sets forth the requirements for confirmation of a plan and, among other things, requires that a plan meet the “best interests of creditors” test and be “feasible.” The “best interests” test generally requires that the value of the consideration to be distributed to the holders of claims and interests under a plan may not be less than those parties would receive if the debtor were liquidated pursuant to a hypothetical liquidation occurring under chapter 7 of the Bankruptcy Code. Under the “feasibility” requirement, the court generally must find that there is a reasonable probability that the debtor will be able to meet its obligations under its plan without the need for further financial reorganization.

The Proponents believe that the Plan satisfies all the applicable requirements of section 1129(a) of the Bankruptcy Code, including, in particular, the “best interests of creditors” test and the “feasibility” requirement.

THE PROPONENTS SUPPORT CONFIRMATION OF THE PLAN AND URGE ALL HOLDERS OF IMPAIRED CLAIMS ENTITLED TO VOTE TO ACCEPT THE PLAN.

8.3 Confirmation Requirements

Chapter 11 does not require that each holder of a claim against or interest in a debtor vote in favor of a plan of reorganization for the bankruptcy court to confirm the plan. At a minimum, however, the plan must be accepted by a majority in number and two-thirds in amount of those claims actually voting in at least one class of impaired claims under the plan. The Bankruptcy Code also defines acceptance of the plan by a class of interests (equity securities) as acceptance by holders of two-thirds of the number of shares actually voting. In the present case, only the holders of Claims who actually vote will be counted as either accepting or rejecting the Plan.

In addition, classes of claims or interests that are not “impaired” under a plan of reorganization are conclusively presumed to have accepted the plan and thus are not entitled to vote. Accordingly, acceptances of a plan will generally be solicited only from those persons who hold claims or interests in an impaired class. A class is “impaired” if the legal, equitable, or contractual rights attaching to the claims or interests of that class are modified in any way under the plan. However, if holders of the claims or interests in a class do not receive or retain any property on account of such claims or interests, then each such holder is deemed to have voted to reject the plan and does not actually cast a vote to accept or reject the plan.

The impaired classes in this Plan are Class 1.A (Regions secured debt), Class 1.C (Other Secured Claims), Class 2 (third-party trade debt) and Class 3 (Unsecured Claims of Highland

Park and ICare Medical Group, LLC). Proponents will solicit votes from holders of claims classified in Classes 1.A, 1.C (if there are any class members), 2 and 3.

The Proponents will not solicit votes from Classes 1.B, 4 or 5. With the exception of Class 5 Equity Interests, which is deemed to reject the plan because such Interest Holders receive nothing under the plan, all other classes of claims are unimpaired because their rights are not being altered by the plan, or there simply are no creditors in such classes. As such, all other creditors will not be entitled to vote, because they are deemed to accept the plan.

The Bankruptcy Court may also confirm a plan of reorganization even though fewer than all the classes of impaired claims and interests accept it. For a plan of reorganization to be confirmed despite its rejection by a class of impaired claims or interests, the proponents of the plan must show, among other things, that the plan does not “discriminate unfairly” and that the plan is “fair and equitable” with respect to each impaired class of claims or interests that has not accepted the plan.

Under section 1129(b) of the Bankruptcy Code, a plan is “fair and equitable” as to a class of rejecting claims if, among other things, the plan provides: (a) with respect to secured claims, that each such holder will receive or retain on account of its claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; and (b) with respect to unsecured claims and interests, that the holder of any claim or interest that is junior to the claims or interests of such class will not receive or retain on account of such junior claim or interest any property at all unless the senior class is paid in full.

A plan does not “discriminate unfairly” against a rejecting class of claims if (a) the relative value of the recovery of such class under the plan does not differ materially from that of any class (or classes) of similarly situated claims, and (b) no senior class of claims is to receive more than 100% of the amount of the claims in such class.

The Proponents believe that the Plan has been structured so that it will satisfy these requirements as to any rejecting Class of Claims or Interests, and can therefore be confirmed, if necessary, over the rejection of such Classes. The Proponents, however, reserve the right to request confirmation of the Plan under the “cramdown” provisions of section 1129 of the Bankruptcy Code.

ARTICLE IX

EFFECT OF CONFIRMATION ON TAXES

THE PLAN AND ITS RELATED TAX CONSEQUENCES HAVE THE POTENTIAL TO BE COMPLEX. THERE MAY BE STATE, LOCAL OR OTHER TAX CONSIDERATIONS APPLICABLE TO EACH CREDITOR. CREDITORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE CONSEQUENCES OF THE PLAN TO THEM UNDER FEDERAL AND APPLICABLE STATE, LOCAL AND OTHER TAX LAWS. NOTHING IN THIS DISCLOSURE STATEMENT OR IN THE PLAN IS MEANT TO PROVIDE ANY TAX ADVICE TO ANY CREDITOR OR PARTY IN INTEREST.

9.1 Legal Disclosures

This Disclosure Statement is prepared by the Debtor to summarize key provisions of their proposed plan, including provisions relating to the Plan's treatment of Claims against the Debtor.

While the Proponents believe that the Disclosure Statement contains adequate information, as defined in section 1125(a) of the Bankruptcy Code, with respect to the information summarized herein, **CREDITORS SHOULD REVIEW THE ENTIRE PLAN AND EACH OF THE DOCUMENTS REFERENCED HEREIN AND SHOULD SEEK THE ADVICE OF THEIR OWN COUNSEL BEFORE CASTING THEIR BALLOTS.**

[THE BANKRUPTCY COURT HAS REVIEWED THIS DISCLOSURE STATEMENT, AND HAS DETERMINED THAT IT CONTAINS ADEQUATE INFORMATION AND MAY BE SENT TO YOU TO SOLICIT YOUR VOTE TO ACCEPT THE PLAN.]

The Proponents provide this Disclosure Statement solely for purposes of soliciting votes from holders of claims and interests to accept or reject the Plan. **THE CONTENTS OF THIS DISCLOSURE STATEMENT SHALL NOT BE DEEMED AS PROVIDING ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE. THE PROPONENTS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY SUCH LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT AND THE PLAN.** Moreover, this Disclosure Statement does not constitute, and may not be construed as, an admission of fact, liability, stipulation or waiver. The summary of the Plan and other documents described in this Disclosure Statement are qualified by reference to documents themselves and any exhibits thereto. The Proponents believe that the information herein is accurate but is unable to warrant that it is without any inaccuracy or omission.

Except for the information set forth in this Disclosure Statement and any exhibits thereto, the Bankruptcy Court has not authorized the dissemination of any representations concerning the Debtor, its assets and liabilities, the past or future operations by the Debtor, the Plan or any alternatives to the Plan. **ACCORDINGLY, EXCEPT FOR THE INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS THERETO, ANY REPRESENTATION MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN IS UNAUTHORIZED AND SHOULD BE REPORTED.**

In the event of any inconsistency or discrepancy between a description contained in this Disclosure Statement and the terms and provisions of the Plan or the other documents or financial information incorporated herein by reference, the Plan or such other documents, as applicable, shall govern for all purposes.

To ensure compliance with Treasury Department Circular 230, each holder of a Claim or Interest is hereby notified that: (a) any discussion of U.S. Federal tax issues in this Disclosure Statement is not intended to be relied upon, and cannot be relied upon, by any holder for the purpose of avoiding penalties that may be imposed on a holder under the Tax Code; (b) such discussion is included hereby by the Proponents in connection with the promotion or marketing (within the meaning of Circular 230) by the Proponents of the transaction or matters addressed herein; and (c) each holder should seek advice based on its particular circumstances from an independent tax advisor.

9.2 Conclusion

Based on the foregoing analysis, the Proponents believe that its Plan proposes the best alternative for creditors and customers of the Debtor. For those reasons, the Proponents urge creditors entitled to vote on the Plan to **ACCEPT** the Plan and to evidence such acceptance by returning their ballots so that they will be received on or before **4:00 p.m., Central Time, on [VOTING DEADLINE]**.

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Respectfully submitted,

/s/ Marcus A. Helt

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