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

In re:	§	Chapter 11 Case
FOREST PARK MEDICAL CENTER AT FORT WORTH, LLC	§ § § § §	Case No. 16-40198-rfn-11
Debtor		

**FIRST AMENDED DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE
UNITED STATES BANKRUPTCY CODE WITH RESPECT TO THE PLAN OF LIQUIDATION
FOR FOREST PARK MEDICAL CENTER AT FORT WORTH, LLC**

Dated: March 17, 2017.

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Forest Park Medical Center at Fort Worth, LLC (the “Debtor”), the debtor in the above-captioned chapter 11 case, hereby submits this First Amended Disclosure Statement Pursuant to Section 1125 of the United States Bankruptcy Code with Respect to the Plan of Liquidation for Forest Park Medical Center at Fort Worth, LLC (the “Disclosure Statement”). This Disclosure Statement is to be used in connection with the solicitation of votes on the First Amended Plan of Liquidation for Forest Park Medical Center at Fort Worth, LLC, dated March 17, 2017 (the “Plan”). A copy of the Plan is attached hereto as **Exhibit “A”**. Unless otherwise defined herein, terms used herein have the meanings ascribed thereto in the Plan (see Article I of the Plan). Consequently, parties-in-interest are urged to carefully review the Plan in conjunction with this Disclosure Statement.

For a general summary of the proposed treatment of Claims or Interests under the Plan, please see the chart below.

I. NOTICE TO HOLDERS OF CLAIMS

A. Generally

The purpose of this Disclosure Statement is to enable Creditors whose Claims are impaired to make an informed decision in exercising their right to vote to accept or reject the Plan.

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

On March __, 2017, the Bankruptcy Court entered an *Order (I) Approving Disclosure Statement, (II) Approving Solicitation Materials for the Confirmation of the Plan, (III) Setting Deadlines Related to the Confirmation of the Plan, (IV) Prescribing Notice to Certain Parties, and (V) Approving Notice by Publication* [Docket No. __] (“Solicitation Order”) pursuant to section 105(d) of the Bankruptcy Code and Rule 3017 of the Federal Rules of Bankruptcy Procedure (I) approving this Disclosure Statement, (II) approving materials for solicitation of the Plan, and (III) approving deadlines and scheduling relating to the confirmation of the Plan. The various deadlines and scheduling on the Solicitation Order are set forth below.

The statements contained in the Disclosure Statement are made as of the date hereof unless another time is specified, and neither delivery of the Disclosure Statement nor any exchange of rights made in connection with the Plan shall, under any circumstances, create an implication that there has not been any change in the information set forth herein since the date the Disclosure Statement and the materials relied on in preparation of the Disclosure Statement were compiled.

For the convenience of Creditors and parties-in-interest, this Disclosure Statement summarizes the terms of the Plan, but the Plan itself qualifies all summaries. This Disclosure Statement is qualified in its entirety by the terms of the Plan. If any inconsistency exists between the Plan and the Disclosure Statement, the terms of the Plan are controlling. In the event of conflict between the Plan and Confirmation Order, the Confirmation Order will control.

Each Claimant should consult the Claimant’s individual attorney, accountant and/or financial advisor as to the effect of the Plan on such Claimant.

Each holder of a Claim or Interest entitled to vote to accept or reject the Plan should read this Disclosure Statement and the Plan in their entirety before voting. No solicitation of votes to accept or reject the Plan may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code. Except for the Debtor's estate and its professionals, no person has been authorized to use or promulgate any information concerning the Debtor, the Debtor's business, or the Plan, other than the information contained herein, in connection with the solicitation of votes to accept or reject the Plan. No holder of a Claim entitled to vote on the Plan should rely upon any information relating to the Debtor, the Debtor's business, or the Plan other than that contained in this Disclosure Statement and the exhibits hereto. Unless otherwise indicated, the source of all information set forth herein was the Debtor.

The Disclosure Statement may not be relied on for any purpose other than to determine whether to vote in favor of or against the Plan and related options and elections, and nothing contained herein shall constitute an offer to sell or purchase a security as defined by state or Federal securities law or an admission of any fact or liability by any party, or be admissible in any proceeding involving the Debtor or any other party, or be deemed conclusive evidence of the tax or other legal effects of the reorganization of the Debtor on holders of Claims or Interests. Certain of the information contained in the Disclosure Statement, by its nature, is forward looking, contains estimates and assumptions which may prove to be wrong, and contains forecasts which may prove to be wrong or which may be materially different from actual results.

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, in the enclosed return envelope so that it will be received by no later than **5:00 P.M., Central Local Time on April 24, 2017**. 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 holders of Claims or Interests.

TO BE SURE YOUR BALLOT IS COUNTED, YOUR BALLOT MUST BE RECEIVED NO LATER THAN **5:00 P.M., CENTRAL TIME, ON APRIL 24, 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, this process is explained below.

Pursuant to section 105(d) of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, the Bankruptcy Court has scheduled the Confirmation Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan on **May 1, 2017 at 9:30 a.m. Central Time**, in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before **5:00 p.m. on April 20, 2017**. Any response to any objection to the Plan must be filed by **5:00 p.m. on April 27, 2017**.

THE DEBTOR SUPPORTS CONFIRMATION OF THE PLAN AND URGES ALL HOLDERS OF IMPAIRED CLAIMS AND INTERESTS TO VOTE TO ACCEPT THE PLAN.

B. Summary of Treatment under the Plan

The following is an estimate of the numbers and amounts of classified Claims and Interests to receive treatment under the Plan, and a summary of the proposed treatment of such Claims and Interests under the Plan. Reference should be made to the entire Disclosure

Statement and to the Plan for a complete description of the classification and treatment of Claims and Interests.

The Bar Date for filing proofs of Claim was May 26, 2016. The table below is drawn from the Debtor's Schedules and filed proofs of Claim. The final universe of Claims, as actually Allowed, may differ from this table.

Class	Treatment
<p><u>Class 1 – General Unsecured Claims</u></p> <p>Estimated Amount: \$6.3 million</p> <p>Estimated Number of Holders: 112</p>	<p>Impaired</p> <p>Holders of Allowed Class 1 Claims shall be treated as follows:</p> <p>Class 1 shall consist of holders of Allowed General Unsecured Claims other than the holders of Class 3 Insider Claims.</p> <p>Unless otherwise provided by order of the Bankruptcy Court, holders of Allowed Class 1 Claims shall receive on account of such Allowed Class 1 Claims a beneficial interest in the Liquidating Trust. This beneficial interest shall entitle the holders of Allowed Class 1 Claims to receive a Pro Rata Share of any Distribution allocable to holders of General Unsecured Claims <i>pari passu</i> with holders of Allowed Class 3 Insider Claims and Jefe Plover in the event that Jefe Plover is determined to have an Allowed General Unsecured Claim. Subject to the provisions of Articles VI and VII of the Plan and the Liquidating Trust Agreement, holders of Allowed Class 1 Claims will be generally entitled to a Pro Rata Share of Distributions from the Liquidating Trust attributable to holders of Allowed General Unsecured Claims (which also includes Allowed Class 3 Insider Claims and any General Unsecured Claim Allowed in favor of Jefe Plover) after the satisfaction of, or allocation of an appropriate Reserve for, the following: (i) Allowed Administrative Expense Claims and Priority Claims treated under Article III of the Plan, (ii) Allowed Class 2 Property Tax Claims, and (iii) the Trust Expenses.</p> <p>Any right by the FP Equipment Lessors to receive any Distribution pursuant to the Plan, including as an Allowed Class 1 Claim, shall be subject to, and limited by, the terms of the Forest Park Stipulation, including the subordination provisions found at pages 5 and 6, paragraph K.b.i. and ii.</p>

Class	Treatment
<p>* The Estimated Amount reflects the unsecured claim amount provided in the Proofs of Claim filed prior to the Claims Bar Date and the scheduled unsecured debt amounts of creditors that did not submit a Proof of Claim. To the extent a scheduled creditor filed a Proof of Claim, the amount of such Proof of Claim, and not the scheduled amount, was considered for purposes of the estimation. Including any Claim in the Estimated Amount above does not in any way waive, impair or affect the right of the Debtor or the Liquidating Trustee to object to any Proof of Claim.</p>	<p>Any right by Centennial to receive any Distribution pursuant to the Plan, including as an Allowed Class 1 Claim, shall be subject to, and limited by, the terms of the Centennial Stipulation, including the subordination provisions found at pages 3 and 4, paragraph H.(ii).</p> <p>In determining the Pro Rata Share of any Distribution to be made to the holders of any Allowed Class 1 Claims, the Liquidating Trustee shall also take into account any equitable subordination or recharacterization applicable to all or any portion of any Allowed Class 1 Claim, Allowed Class 3 Claim and Allowed Class 4 Claim, either by contract or based on an order of the Bankruptcy Court.</p> <p>Estimated Recovery: 7% to 29% (See Projected Distribution Analysis below)</p>
<p><u>Class 2 – Property Tax Claims</u></p> <p>Estimated Amount: \$30,000</p> <p>Estimated Number of Holders: 1</p> <p>* As described below, no Distributions are to be made on account of the Tax Claim filed by Tarrant County for property taxes assessed against the Debtor’s leased equipment. Pursuant to the Forest Park Stipulation and Centennial Stipulation, all such property taxes are to be paid by the FP Equipment Lessors and Centennial. Based upon agreements between the FP Equipment Lessors, Centennial and Texas Health Resources (“THR”), the Debtor is advised that THR has agreed to pay these property taxes. As of the date hereof, the 2015 property taxes have already been paid by THR. However, the 2016 property taxes have not been paid but will not become delinquent until after March 31, 2017. It is the Debtor’s expectation that such</p>	<p>Impaired</p> <p>Holders of Allowed Class 2 Claims shall be treated as follows:</p> <p>Holders of Allowed Class 2 Property Tax Claims, other than Taxing Authorities holding Claims based upon the FP Lessor Property Taxes and the Centennial Property Taxes, shall be paid in full through a single Distribution from the Liquidating Trust no later than sixty (60) days after each such Class 2 Claim becomes Allowed. The Liens securing such Class 2 Claims shall remain unimpaired and unaffected until each such Class 2 Claim is paid in full. The treatment of Claims based on the FP Lessor Property Taxes and the Centennial Property Taxes are set forth below.</p> <p>Pursuant to the Forest Park Stipulation, the FP Equipment Lessors assumed responsibility for the satisfaction of the FP Lessor Property Taxes assessed against FP Lessor Assets. Consequently, no Distribution will be made pursuant to the Plan to any Taxing Authority on account of the FP Lessor Property Taxes.</p> <p>Pursuant to the Centennial Stipulation, Centennial</p>

Class	Treatment
<p>2016 property taxes will be paid on or before that date.</p>	<p>assumed responsibility for the satisfaction of the Centennial Property Taxes assessed against the Centennial Assets. Consequently, no Distribution shall be made pursuant to the Plan to any Taxing Authority on account of the Centennial Property Taxes.</p> <p>Each Allowed Class 2 Claim shall bear interest at the rate and in the manner prescribed by applicable state law from the later of the Petition Date or the first day after the last day on which such Property Taxes may be paid without penalty.</p> <p>Estimated Recovery: 100%</p>
<p><u>Class 3 – Insider Claims</u></p> <p>Estimated Amount: \$4,247,984</p> <p>Estimated Number of Holders: 4</p>	<p>Impaired</p> <p>Class 3 shall consist of Insider Claims which constitute General Unsecured Claims and shall specifically include any General Unsecured Claim by Jefe Plover, FPMC Services, Vibrant FW, Vibrant Holdings and Forest Park Dallas.</p> <p>Class 3 Claims shall be divided into two (2) subclasses. Subclass 3A shall consist of all Allowed Class 3 claims which are not subject to Equitable Subordination. Subclass 3B shall consist of all Class 3 claims which are determined by the Bankruptcy Court to be subject to Equitable Subordination. If only a part of a Class 3 Claim is subject to Equitable Subordination, then the portion of such claim subject to Equitable Subordination shall be included in Subclass 3B and the remainder not subject to Equitable Subordination shall be included in Subclass 3A.</p> <p>All Class 3 Claims (regardless of which subclass) shall be and remain subject to all Estate Defenses and all Estate Claims, both as offsets and for an affirmative recovery against the Holder of any Class 3 Claim.</p> <p>Unless otherwise provided by order of the Bankruptcy Court, holders of Allowed Subclass 3A Claims shall receive on account of such Allowed Claims a beneficial interest in the Liquidating Trust. This beneficial interest shall entitle the holders of Allowed Subclass 3A Claims to receive a Pro Rata Share of any Distributions on account of Allowed General Unsecured Claims <i>pari passu</i></p>

Class	Treatment
	<p>with holders of Allowed Class 1 Claims. Subject to Articles VI and VII below and the Liquidating Trust Agreement, holders of Allowed Subclass 3A Claims will be generally entitled to a Pro Rata Share of Distributions from the Liquidating Trust attributable to holders of Allowed General Unsecured claims, which includes both Allowed Subclass 3A Claims and Allowed Class 1 Claims, but only after satisfaction of, or allocation of an appropriate Reserve for, the following: (i) Allowed Administrative Expense Claims and Priority Claims treated under Article III above, (ii) Allowed Class 2 Property Tax Claims, and (iii) Trust Expenses.</p> <p>Unless otherwise provided by Order of the Bankruptcy Court, holders of Subclass 3B claims shall not be entitled to any Distribution from the Liquidating Trust until all Allowed Claims included in Class 1, Class 2 and Subclass 3A have been paid in full.</p> <p>To the extent that any Claim asserted by Vibrant FW is determined to constitute an Allowed General Unsecured Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of Vibrant FW, the Debtor and Estate reserve for the benefit of the Estate and Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any Claim asserted by Vibrant FW, (ii) all Estate Defenses to any Claim asserted by Vibrant FW, and (iii) all rights and remedies for Equitable Subordination.</p> <p>To the extent that any Claim asserted by FPMC Services is determined to constitute an Allowed General Unsecured Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of FPMC Services, the Debtor and Estate reserve for the benefit of the Estate and Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any Claim asserted by FPMC Services, (ii) all Estate Defenses to any Claim asserted by FPMC Services, and (iii) all rights and remedies for Equitable Subordination.</p> <p>To the extent that any Claim asserted by Jefe Plover is determined to constitute an Allowed</p>

Class	Treatment
	<p>Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of Jefe Plover, the Debtor and the Estate hereby reserved for the benefit of the Estate and the Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any claim asserted by Jefe Plover; (ii) all Estate Defenses to any claim asserted by Jefe Plover; and (iii) all rights and remedies to Equitable Subordination.</p> <p>The Claims asserted by Vibrant FW and Jefe Plover are, or have been, the subject to the Vibrant Adversary and the Jefe Plover Adversary. Consequently, any Claim by Vibrant FW or Jefe Plover shall be considered as Contested without the necessity of filing any other or further Objection by any Person.</p> <p>The Liquidating Trustee may establish appropriate Reserves as to any Contested Claim included in Class 3.</p> <p>Estimated Recovery: 0%</p>
<u>Class 4 – Interests</u>	<p>Impaired</p> <p>All Interests shall be cancelled as of the Effective Date. Holders of Class 4 Interests will receive no Distributions under the Plan. Class 4 is impaired. Class 4 is also deemed to have rejected the Plan pursuant to section 1126(c) of the Bankruptcy Code.</p> <p>Estimated Recovery: none</p>

The total universe of Claims, as ultimately Allowed, may be greater or smaller than as reflected in the above analysis.

II. EXPLANATION OF CHAPTER 11

A. Overview of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Pursuant to chapter 11, the debtor-in-possession attempts to reorganize its business for the benefit of the debtor, its creditors, and other parties-in-interest. The Debtor's Chapter 11 case commenced with the filing of a voluntary chapter 11 petition on January 10, 2016.

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 remained in possession of its property and continued to operate its business as a 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 an automatic stay of all attempts to collect pre-petition claims from the debtor or otherwise interfere with its 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 of reorganization.

The formulation of a plan of reorganization 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. Generally, unless a trustee is appointed, only the debtor may file a plan during the first 120 days of a chapter 11 case (the “Exclusive Period”). However, section 1121(d) of the Bankruptcy Code permits the court to extend or reduce the Exclusive Period upon a showing of “cause.” After the Exclusive Period has expired, a creditor or any other party in interest may file a plan, unless the debtor has filed a plan within the Exclusive Period, in which case, the debtor is generally given 60 additional days (the “Solicitation Period”) during which it may solicit acceptances of its plan. The Solicitation Period may also be extended or reduced by the court upon a showing of “cause.”

B. Plan of Reorganization

Although referred to as a plan of reorganization, a 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. In the Debtor's chapter 11 case, the Plan provides that the Assets of the Debtor will vest in the Liquidating Trust for purposes of implementing the Plan, and the Liquidating Trustee shall liquidate the Trust Assets, wind-down the Debtor's affairs and undertake the dissolution of the Debtor.

After a plan of reorganization has been filed, the holders of impaired 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 of creditors” 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 Debtor believes 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 Debtor supports confirmation of the Plan and urges all holders of impaired Claims to accept the Plan.

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 in order 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.

Classes 1, 2, 3 and 4 are impaired under the Plan and, therefore, the holders of Class 1, Class 2 and Class 3 Claims are entitled to vote on the Plan. Class 4 Interests are also impaired under the Plan. However, holders of Class 4 Interests in the Debtor shall not receive or retain any property on account of their Interests and, therefore, are deemed to have rejected the Plan and will not vote on 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 Debtor believes that the Plan has been structured so that it will satisfy these requirements as to any rejecting Class of Claims, and can therefore be confirmed, if necessary,

over the objection of any Classes of Claims. The Debtor, however, reserves the right to request confirmation of the Plan under the “cramdown” provisions of section 1129 of the Bankruptcy Code.

III. THE DEBTOR AND ITS BUSINESS

A. The Debtor

The Debtor is a doctor-owned Texas limited liability company that previously operated a 54-bed state-of-the-art medical facility, including 32 private rooms, 16 family suites, and 6 intensive care beds in Fort Worth, Texas. The Debtor’s facility was leased from PropCo and comprised over 150,000 usable square feet. The Debtor also leased an adjacent parking garage from PropCo. The Debtor previously employed approximately 175 employees, including 115 full-time employees and 60 part-time employees.

An auction for the sale of PropCo’s assets, including the facility leased to the Debtor, was held on May 12, 2016. THR was the successful bidder at the auction and the sale to THR of PropCo’s assets closed on May 25, 2016. The Debtor discontinued its business operations and surrendered its license on May 24, 2016. The Debtor’s lease of the facility was rejected and terminated on June 2, 2016.

B. The Debtor’s Management

As of the Petition Date, the management structure of the Debtor was governed by the Management Services Agreement. The Management Services Agreement, *inter alia*, delineated the services to be provided to the Debtor, the responsibilities of the parties and the compensation to be paid for services. Pursuant to the Management Services Agreement, Vibrant FW managed the Debtor’s day-to-day operations. The Debtor’s on-site employees and back office employees were contracted through FPMC Services. Todd Furniss and Mary Hatcher are the principal managers of both Vibrant FW and FPMC Services.

As of the Petition Date, Jim Davis served as the Debtor’s Chief Executive Officer, Preshie Wilson served as the Debtor’s Chief Financial Officer, and Rodney Bice served as the Debtor’s Chief Operating Officer and Chief Nursing Officer.

Pursuant to an *Amended Order Approving Application of the Debtor Pursuant to 11 U.S.C. §§ 105(A) and 363(B) Authorizing the Debtor to (I) Retain Alvarez & Marsal Healthcare Industry Group, LLC, and (II) Designate Ronald Winters as Chief Restructuring Officer for the Debtor Nunc Pro Tunc to the Petition Date* (the “CRO Order”) [Docket No. 98] entered on February 5, 2016, the CRO was appointed and granted dominion and control over the Estate and management of the Debtor. Pursuant to the CRO Order, Ronald M. Winters has acted as the Debtor’s CRO and has continued to serve in this capacity up to the present.

C. Pre-Petition Financing Structure of the Debtor

As of the Petition Date, Jefe Plover asserted the Jefe Plover Lien against the Jefe Plover Accounts to secure payment of the Jefe Plover Claim. The Debtor disputes the validity of any security interest in favor of Jefe Plover. Other than the alleged secured financing provided prepetition by Jefe Plover, the Debtor’s operations were not financed through any secured debt.

IV. FEASIBILITY/PROJECTED DISTRIBUTIONS

The Bankruptcy Code conditions confirmation of a plan of reorganization on, among other things, a finding that it is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor, unless such liquidation or reorganization is provided for by the plan of reorganization. Because the Plan provides for the complete liquidation of the Debtor's Assets and dissolution of the Debtor by the Liquidating Trustee, the Debtor believes that the Plan satisfies the Bankruptcy Code's feasibility requirement.

Attached as **Exhibit "B"** to this Disclosure Statement is a Liquidation Analysis prepared by the CRO's staff reflecting the potential Distributions to holders of Allowed Class 1 and Class 3 Claims using the Debtor's cash balance as of February 28, 2017. This projects a Pro Rata Share of Distributions to each holder of an Allowed Class 1 Claim between 9% and 29% of the amount of the Allowed Claims. Actual Distributions to holders of Allowed Class 1 and Class 3 Claims may be more or less than reflected in the attached **Exhibit "B"** depending upon several variables, including (i) the aggregate amount of Allowed Class 2 and Class 3 Claims, if any, (ii) the amount, if any, for which certain Administrative Expense Claims are Allowed, (iii) the Allowed amounts of certain Priority Claims, (iv) the amount of the expenses and fees of Professionals, and (v) whether any Class 3 Claims are Allowed. The Liquidation Analysis does not include any net recovery from potential Estate Claims held by the Estate, including Avoidance Actions or any D&O Claim.

The Debtor believes that under the Plan holders of Allowed Class 1 and Class 3 Claims will receive Distributions on account of such Allowed Claims having a value as of the Effective Date which will be not less than the amount the holders of such Allowed Claims would receive in a Chapter 7 liquidation, including for the following reasons:

a) The Chapter 7 trustee would receive a statutory commission pursuant to section 326 of the Bankruptcy Code. The Chapter 7 trustee's commission on a \$3.0 million distribution would be approximately \$113,250; and

b) The Liquidating Trustee, in conjunction with the Advisory Committee, will be more efficient in completing the liquidation of the Assets and the distribution of the proceeds to the beneficiaries of the Liquidating Trust. The continuation of the Advisory Committee will likewise allow Creditors to monitor and consult with the Liquidating Trustee in the administration of the Liquidating Trust thereby promoting as much efficiency as possible in the liquidation process which Creditors would not have in a Chapter 7 case.

In addition, the Debtor believes that the Liquidating Trustee can make Distributions to holders of Allowed Claims much more expeditiously than could a Chapter 7 trustee. The Plan contains a mechanism for fixing Reserves on behalf of Contested Claims so as to allow one or more interim distributions on behalf of the holders of Allowed Claims by the Liquidating Trustee. A Chapter 7 trustee would likely have significantly less flexibility in making interim distributions to the holders of Allowed Unsecured Claims.

V. THE CHAPTER 11 CASE

A. Factors Leading To Filing of the Chapter 11 Case

The Debtor is a Texas limited liability company which was formed on May 12, 2011. The Debtor was formed for the purpose of developing and operating a luxury hospital in Fort Worth,

Texas. Based upon records available to the CRO, the Debtor was initially capitalized with approximately \$15 million to open and operate the hospital. As discussed below, this capitalization was inadequate. The Debtor commenced operations during approximately November, 2014.

The Debtor operated its hospital business at 5400 Clearfork Main Street, Fort Worth, Texas 76109. However, the property ("Facility") on which the Debtor operated its hospital business was not owned by the Debtor. The Facility was leased by the Debtor from PropCo pursuant to a Lease Agreement dated June 27, 2013 (the "PropCo Lease"). The basic rent under the PropCo Lease was \$899,870.33 per month, or \$10,798,444 annually, subject to annual increases of not less than three percent (3%) per twelve (12) month period. In addition, the PropCo Lease was a triple net lease, and Debtor was also obligated to pay property taxes, insurance and costs for the maintenance of the Facility. The Debtor was unable to make all rental payments to PropCo pursuant to the PropCo Lease and went into default under the PropCo Lease. However, pursuant to the PropCo Lease, the Debtor made the following payments to PropCo:

<u>Payment Date</u>	<u>Payment Amount</u>
September 4, 2014	\$398,118.00
September 5, 2014	899,870.33
October 24, 2014	449,935.17
January 21, 2015	660,375.14
February 5, 2015	449,935.17
Total	\$2,858,233.81

From virtually the beginning, the Debtor had been unable to make payments required by the PropCo Lease and had been in default. Indeed, by November 1, 2015, the Debtor owed approximately \$9.0 million due under the PropCo Lease. As of the Petition Date, the Debtor's Schedules reflect that PropCo held an unsecured claim against the Debtor, scheduled as disputed, in the amount of \$11,122,907.38 representing payments due and owing pursuant to terms of the PropCo Lease. The Debtor did not have the financial resources to either make the requested monthly payments of basic rent or to cure the defaults pursuant to the PropCo Lease.

Similarly, virtually all of the Debtor's equipment was subject to equipment leases. The vast majority of the Debtor's equipment was subject to the FP Equipment Leases. Forest Park I, LLC ("Forest Park I") was the lessor pursuant to one of the FP Equipment Leases. Forest Park I filed proof of Claim no. 121-1 ("Forest Park I POC"). The amount of the monthly lease payments to Forest Park I under the equipment lease reflected in the Forest Park I POC was \$511,556.80 per month. As reflected in the Forest Park I POC, the total obligation outstanding as of the Petition Date under the equipment lease with Forest Park I was \$30.4 million. The Debtor did not have the financial resources to make the ongoing monthly payments to Forest Park I or to cure the existing defaults under the Forest Park I equipment leases reflected in the Forest Park I POC.

The second FP Equipment Lessor is Forest Park II, LLC ("Forest Park II"). Forest Park II filed proof of Claim no. 129-1 ("Forest Park II POC"). The amount of the monthly lease payments to Forest Park II under the equipment lease reflected in the Forest Park II POC was \$204,196 per month. As reflected in the Forest Park II POC, the total obligation outstanding as of the Petition Date under the equipment lease with Forest Park II was \$12,492,103.76. The Debtor did not have the financial resources to make the ongoing monthly rental payments to Forest Park II or to cure the existing default under the Forest Park II equipment lease reflected

in the Forest Park II POC.

The FP Equipment Lessors also provided loans and financial accommodations to the Debtor pursuant to (a) a loan and security agreement dated July 16, 2014 between Debtor and Forest Park I, secured party, and (b) a loan and security agreement also dated July 16, 2014 between Debtor and Forest Park II, secured party. The Debtor's obligations pursuant to these loan documents were secured by security interests in the Debtor's inventory and equipment. The Forest Park I POC reflects loan obligations by the Debtor to Forest Park I as of the Petition Date of \$4,657,183.80. The Forest Park II POC reflects loan obligations by the Debtor to Forest Park II as of the Petition Date of \$642,906.84. The Debtor did not have the financial resources to make the ongoing monthly rental payments to Forest Park I and Forest Park II pursuant to these loans or to cure the existing defaults.

Pursuant to the PropCo Lease and the FP Equipment Leases, the Debtor was obligated to pay property taxes assessed against the Facility as well as the equipment. The taxes assessed against the Facility for 2015 were \$1,412,211.76. The taxes assessed against the Debtor's business personal property for the tax year 2014 were \$618,782.73. The Debtor did not have the resources to pay the \$2.0 million in property taxes.

In addition, the Debtor was a party to the Management Services Agreement which constituted Vibrant FW as the "Manager" of the Debtor. Based on the records available to the CRO, approximately \$1,266,782.61 was paid to Vibrant FW as management fees through July, 2015. It is the Debtor's position that it received no value in return for these management fees and that the payments constituted fraudulent transfers or insider preferences paid to Vibrant FW. These payments further depleted the Debtor's limited capital.

Similarly, the Management Services Agreement constituted FPMC Services as the lessor of the Debtor's employees. In addition, the Debtor was obligated to reimburse certain amounts of overhead to FPMC Services. Based on the records available to the CRO, it appears that \$2.9 million of Debtor's funds were paid to FPMC Services in reimbursement for FPMC Services' own employees or overhead costs. It is the Debtor's position that it received little or no value for these payments and that these payments to FPMC Services were made in violation of the terms of the Management Services Agreement. These payments also further depleted the Debtor's limited capital.

The Debtor was undercapitalized from the beginning. The Debtor's capital was insufficient to allow it to service its obligations pursuant to the PropCo Lease and the FP Equipment Leases. On top of that, the Debtor paid millions of dollars to Vibrant FW and FPMC Services for services for which the Debtor contends it received little or no value or for payments which were made in violation of the Management Services Agreement.

Based upon the undercapitalization of the Debtor, its only alternative was to proceed with filing of the Bankruptcy Case for the purpose of seeking a sale of its Assets in the hope of keeping the business alive, while potentially preserving the jobs of employees, and thereby providing the greatest possible return to Creditors.

B. Commencement of the Chapter 11 Case

On January 10, 2016, the Debtor filed a voluntary petition for protection under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Bankruptcy Case is presided over by the Honorable

Russell F. Nelms, United States Bankruptcy Judge.

C. Estate Professionals

The following is a list of each of the Estate Professionals that have been employed in the Bankruptcy Case, with a description of the role of each such Estate Professional:

<u>Estate Professional</u>	<u>Role of Estate Professional</u>	<u>Date of Entry and Docket No. of Employment Order</u>
Alvarez & Marsal Healthcare Industry Group, LLC (" <u>A&M</u> ") ¹	Provider of CRO and additional personnel to the Debtor	February 5, 2016 [Docket No. 98]
Forshey & Prostok, LLP (" <u>F&P</u> ")	Bankruptcy counsel for the Debtor	April 1, 2016 [Docket No. 222]
SSG Advisors, LLC and Chiron Financial Group, Inc. (together, " <u>SSG</u> ")	Investment bankers for the Debtor	March 3, 2016 [Docket No. 142]
Wagner, Eubank & Nichols, L.L.P. (" <u>Wagner</u> ")	Accountants for the Debtor	May 6, 2016 [Docket No. 276]
Financial Corporation of America (" <u>FCA</u> ")	Collection Agent for the Debtor	August 26, 2016 [Docket No. 447]
Arent Fox LLP (" <u>Arent Fox</u> ")	Co-counsel for the Committee	March 25, 2016 [Docket No. 198]
Cole Schotz P.C. (" <u>Cole Schotz</u> ")	Co-counsel for the Committee	March 25, 2016 [Docket No. 199]
CohnReznick LLP (" <u>CohnReznick</u> ")	Financial advisors for the Committee	March 25, 2016 [Docket No. 201]

D. Creditors' Committee

On January 20, 2016, the U.S. Trustee appointed the Committee [Docket No. 52].

E. Patient Care Ombudsman

On February 25, 2016, the U.S. Trustee appointed Susan N. Goodman as Patient Care Ombudsman (the "PCO") in the Bankruptcy Case [Docket No. 127].

¹ A&M was employed pursuant to sections 105(a) and 363(b) of the Bankruptcy Code.

F. Professional Fees and Expenses; U.S. Trustee Fees

On April 12, 2016, the Bankruptcy Court entered an *Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 240]. Such Order was subsequently amended pursuant to an *Order Modifying Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 334]. Pursuant to such Orders, the Bankruptcy Court established interim compensation procedures (the "Compensation Procedures") applicable to Estate Professionals in the Bankruptcy Case. Among other things, the Compensation Procedures permit Estate Professionals to submit invoices on a monthly basis and, to the extent not objected to, receive payment of 80% of professional fees and reimbursement for 100% of expenses sought in such invoices, with all amounts received remaining subject to later Bankruptcy Court approval in connection with formal fee applications.

F&P was paid retainers totaling \$90,945.14 from the Debtor prepetition. The full amount of such retainers was applied to satisfy fees and expenses incurred prepetition. F&P has filed one interim fee application to date in the Bankruptcy Case [see Docket No. 372] covering the period of the Petition Date through May 31, 2016. As of the filing of such fee application, F&P had received payments totaling \$725,799.96 in accordance with the Compensation Procedures. F&P's first interim fee application was granted pursuant to an *Order Granting First Interim Application of Forshey & Prostok, LLP* [Docket No. 415] entered on August 1, 2016 which awarded F&P a total of \$896,298.16 for professional fees and expenses on an interim basis. F&P has filed a second interim fee application [see Docket no. 497] for the period through September 30, 2016 which was granted pursuant to an *Order Granting Second Interim Application of Forshey & Prostok, LLP* [Docket no. 518] was entered November 29, 2016 which awarded F&P a total of \$539,858.77 for professional fees and expenses on an interim basis. As of January 31, 2017, F&P had accrued additional unpaid fees and expenses of approximately \$56,293.40.

A&M has filed one interim fee application to date in the Bankruptcy Case [see Docket No. 382] covering the period of the Petition Date through May 31, 2016. As of the filing of such fee application, A&M had not received any payments under the Compensation Procedures. A&M's first interim fee application was granted pursuant to an *Order Granting First Interim Application of Alvarez & Marsal Healthcare Industry Group, LLC* [Docket No. 416] entered on August 1, 2016 which awarded A&M a total of \$705,550.27 for professional fees and expenses on an interim basis. A&M has filed a second interim fee application [see Docket no. 505] seeking interim allowance of fees and expenses in the amount of \$524,280.76. An objection was filed to this second interim application by Vibrant Healthcare Fort Worth, LLC and FPMC Services, LLC. As of January 31, 2017, A&M had accrued additional unpaid fees and expenses of approximately \$16,451.50.

SSG received a payment in the amount of \$56,000 from the Debtor prepetition. The full amount of such prepetition payment was applied to satisfy fees and expenses incurred prepetition. SSG filed a final fee application [see Docket No. 368] on June 24, 2016. SSG's final fee application was granted pursuant to an *Order Granting First and Final Application of SSG Advisors, LLC and Chiron Financial Group, LLC for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from January 10, 2016 through May 31, 2016* [Docket No. 440] entered on August 19, 2016 which awarded SSG a total of \$470,000 for professional fees and expenses on a final basis. No further fees are believed to be owed to, or sought by, SSG.

The Order approving the Debtor's employment of Wagner authorized the Debtor to pay a

postpetition retainer to Wagner in the amount of \$25,000. Wagner has not yet filed a fee application in the Bankruptcy Case.

FCA's employment as collection agent for the Debtor was approved pursuant to section 328(a) of the Bankruptcy Code. Accordingly, any amounts earned by FCA will be paid as and when due pursuant to the terms of the engagement agreement between the Debtor and FCA.

Arent Fox has filed a first interim fee application to date in the Bankruptcy Case [see Docket No. 377] covering the period of January 20, 2016 through May 31, 2016. As of the filing of such fee application, Arent Fox had not received any payments under the Compensation Procedures. Arent Fox's first interim fee application was granted pursuant to an *Order Granting First Application of Arent Fox LLP, Co-Counsel to the Official Committee of Unsecured Creditors, for Interim Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from January 20, 2016 through May 31, 2016* [Docket No. 430] entered on August 9, 2016 which awarded Arent Fox a total of \$299,743.80 for professional fees and expenses on an interim basis. Arent Fox has filed a second interim fee application covering the period of June 1, 2016 through September 30, 2016. Arent Fox's second interim fee application was granted pursuant to an *Order Granting First [sic] Application of Arent Fox LLP, Co-Counsel to the Official Committee of Unsecured Creditors, for Interim Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from June 1, 2016 through September 30, 2016* [Docket no. 533] entered on December 23, 2016 which awarded Arent Fox fees and expenses on an interim basis of \$154,269.56. As of January 31, 2017, A&M had accrued unpaid fees and expenses of approximately \$20,180.

Cole Schotz has filed a first interim fee application to date in the Bankruptcy Case [see Docket No. 376] covering the period of January 20, 2016 through May 31, 2016. As of the filing of such fee application, Cole Schotz had received payments totaling \$17,575.30 in accordance with the Compensation Procedures. Cole Schotz's first interim fee application was granted pursuant to an *Order Granting First Interim Application of Cole Schotz P.C., Local Counsel to the Official Committee of Unsecured Creditors, for Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from January 20, 2016 through May 31, 2016* [Docket No. 422] entered on August 4, 2016 which awarded Cole Schotz a total of \$21,834.00 for professional fees and expenses on an interim basis. Cole Schotz has filed a second interim fee application covering the period from June 1, 2016 through September 30, 2016. Cole Schotz's second interim fee application has been granted pursuant to an *Order Granting First [sic] Application of Cole Schotz P.C., Local Counsel to the Official Committee of Unsecured Creditors, for Interim Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from June 1, 2016 through September 30, 2016* [Docket no. 531] entered on December 23, 2016, which awarded Cole Schotz fees and expenses on an interim basis of \$5,452.86. As of January 31, 2017, Cole Schotz had accrued unpaid fees and expenses of approximately \$766.50.

CohnReznick has filed a first interim fee application to date in the Bankruptcy Case [see Docket No. 378] covering the period of January 28, 2016 through May 31, 2016. As of the filing of such fee application, CohnReznick had not received any payments under the Compensation Procedures. CohnReznick's first interim fee application was granted pursuant to an *Order Granting First Interim Application of CohnReznick LLP Financial Advisor to the Official Committee of Unsecured Creditors, for Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from January 28, 2016 through May 31, 2016* [Docket No. 423] entered on August 4, 2016 which awarded CohnReznick a total of \$129,203.57 for professional fees and expenses on an interim basis. CohnReznick has filed a

second interim fee application covering the period of June 30, 2016 through September 30, 2016. CohnReznick's second interim fee application was granted pursuant to an *Order Granting First [sic] Application of CohnReznick LLP, Financial Advisor to the Official Committee of Unsecured Creditors, for Interim Allowance of Compensation and Reimbursement of Expenses for Services Rendered During the Period from June 1, 2016 through September 30, 2016* [see Docket no. 532] entered on December 23, 2016, which awarded fees and expenses on an interim basis of \$54,197.10 to CohnReznick. As of January 31, 2017, CohnReznick had accrued unpaid fees and expenses of approximately \$7,337.40.

The PCO filed a final fee application [see Docket No. 367] on June 24, 2016. As of the filing of such fee application, the PCO had not received any payments under the Compensation Procedures. The PCO's final fee application was granted pursuant to an *Order Approving First and Final Application of Susan N. Goodman for Allowance of Compensation and for Reimbursement of Expenses Incurred as Patient Care Ombudsman* [Docket No. 408] entered on July 27, 2016 which awarded the PCO a total of \$24,057.60 for professional fees and expenses on a final basis. No further fees are expected to be paid to, or sought by, PCO.

The Debtor's Estate has paid U.S. Trustee Fees through the 4th quarter of 2016 and expects to continue paying U.S. Trustee Fees as they become due.

G. Continuation of Business and Affairs after the Petition Date

From the Petition Date until May 24, 2016, the Debtor continued to operate its businesses and manage its affairs as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. Following the closing of the sale of PropCo's assets to THR, the Debtor ceased its business operations on May 24, 2016 and surrendered its license. With the exception of a handful of employees retained by the Debtor on a temporary contract basis to assist with the winding down of the Debtor's affairs, the Debtor's employees performed their last day of services on or before the close of business of May 24, 2016.

As discussed below, the Debtor sought Bankruptcy Court approval for all transactions that were outside the ordinary course of its businesses. The Debtor also sought and obtained authority from the Bankruptcy Court during the period immediately following the Petition Date with respect to a number of matters deemed by the Debtor to be essential to its smooth and efficient transition into chapter 11.

1. The Debtor's Use of Cash Collateral

On January 11, 2016, the Debtor filed its *Debtor's Emergency Motion for the Entry of Interim and Final Orders Authorizing the Use of Cash Collateral, and Granting Adequate Protection* (the "Cash Collateral Motion") [Docket No. 9] seeking authorization to use cash collateral allegedly subject to the Jefe Plover Lien. The Bankruptcy Court conducted a series of hearings on the Cash Collateral Motion and entered seven separate interim orders (collectively, the "Interim Cash Collateral Orders") [Docket Nos. 41, 97, 115, 151, 189, 241 and 283] authorizing the Debtor to use cash collateral to maintain operations from the Petition Date through June 3, 2016. The Interim Cash Collateral Orders restricted the Debtor's use of cash collateral in accordance with certain budgets approved by the Bankruptcy. The Debtor's authorization to use cash collateral terminated pursuant to an *Agreed Final Order Authorizing Use of Cash Collateral* [Docket No. 433] entered on August 10, 2016. The Debtor disputes the validity of the Jefe Plover Lien and is seeking, *inter alia*, avoidance of Jefe Plover's alleged security interest through the Jefe Plover Adversary.

Pursuant to the Jefe Plover Summary Judgment, the Jefe Plover Lien was avoided as a preferential transfer pursuant to section 546 of the Bankruptcy Code. The Jefe Plover Summary Judgment has become final for all purposes based on the failure by Jefe Plover to file a motion for reconsideration or a notice of appeal. Consequently, the Jefe Plover Account Provisions are no longer subject to the Jefe Plover Lien and do not constitute cash collateral.

2. Employee-Related Relief Immediately Following the Petition Date

On January 12, 2016, the Debtor filed its *Debtor's Motion for an Order Authorizing the Debtor to Pay Prepetition Wages, Employee Benefits, and Insurance Premiums* (the "Employee Wage Motion") [Docket No. 23] seeking authority to, among other things, immediately pay all compensation owed to employees and to honor all other obligations with respect to employee benefits, regardless of whether such compensation and benefits were earned prior to the Petition Date. The Bankruptcy Court granted the Employee Wage Motion pursuant to an *Order* [Docket No. 42] entered on January 14, 2016.

3. Appointment of the CRO

On January 21, 2016, the Debtor filed its *Application of the Debtor Pursuant to 11 U.S.C. §§ 105(A) and 363(B) to (I) Retain Alvarez & Marsal Healthcare Industry Group, LLC to Provide the Debtor a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate Ronald Winters as Chief Restructuring Officer for the Debtor Nunc Pro Tunc to the Petition Date* (the "CRO Application") [Docket No. 56]. The CRO Application was granted by the Bankruptcy Court pursuant to the CRO Order entered on February 5, 2016. Under the CRO Order, the CRO was appointed *nunc pro tunc* to the Petition Date. The CRO Order granted the CRO dominion and control over the Estate and management of the Debtor. The authority granted to the CRO under the CRO Order has permitted the CRO to manage the Debtor without the necessity of obtaining approval for any actions from Vibrant FW or the Debtor's Board of Managers.

Ronald Winters continues to act as the Debtor's CRO and expected to continue through the Effective Date of the Plan.

H. Schedules and Bar Date

After receiving two extensions authorized by the Court, the Debtor filed its Schedules on February 22, 2016 [Docket Nos. 123 and 124]. Pursuant to a *Notice of Chapter 11 Bankruptcy Case* entered on the docket [Docket No. 3], May 26, 2016 was fixed as the deadline for all holders of alleged Claims (except for governmental units) to file proofs of Claim.

I. Operating Information During Pendency of the Chapter 11 Case

The Debtor has filed all required monthly operating reports with the Bankruptcy Court. Copies of the filed monthly operating reports are available for inspection and copying at the office of the Clerk of the Bankruptcy Court. A copy of the most recently filed monthly operating report is attached hereto as **Exhibit "C"**.

J. Matters Relating to Executory Contracts, Unexpired Leases, and Bar Dates for Rejection Claims

Section 365 of the Bankruptcy Code grants a debtor the power, subject to the approval

of the Bankruptcy Court, to assume or reject executory contracts and unexpired leases. Section 365(d)(4) of the Bankruptcy Code provides that if a debtor does not assume or reject an unexpired lease of nonresidential real property under which a debtor is the lessee (i) within 120 days after the petition date (the “365(d)(4) Deadline”), (ii) within an additional 90-day period as the bankruptcy court, for cause, may allow, or (iii) within such additional time as the bankruptcy court may permit with the consent of the landlord of the leased premises, then such lease is deemed rejected.

Pursuant to an *Agreed Order* [Docket No. 274] entered on May 4, 2016, the 365(d)(4) Deadline with respect to the Propco Lease was extended through June 1, 2016. However, pursuant to the THR Settlement Agreement, the PropCo Lease was rejected and terminated effective as of June 2, 2016.

On June 2, 2016, the Debtor filed its *Debtor’s Unopposed Motion for Entry of an Order Authorizing Rejection of Management Services Agreement Pursuant to 11 U.S.C. § 365* [Docket No. 331] seeking to reject the Management Services Agreement. Such motion was granted pursuant to an *Amended Agreed Order Authorizing Rejection of Management Services Agreement Pursuant to 11 U.S.C. § 365 as of June 4, 2016* [Docket No. 352] entered on June 21, 2016, pursuant to which the Management Services Agreement was deemed rejected as of June 4, 2016.

On June 21, 2016, the Debtor filed its *Debtor’s First Omnibus Motion to Reject Certain Executory Contracts or Unexpired Leases Pursuant to Bankruptcy Code Section 365(a) and Federal Rule of Bankruptcy Procedure 6006 as of May 25, 2016* [Docket No. 354] and its *Debtor’s Second Omnibus Motion to Reject Certain Executory Contracts or Unexpired Leases Pursuant to Bankruptcy Code Section 365(a) and Federal Rule of Bankruptcy Procedure 6006 as of May 25, 2016* [Docket No. 355] (together, the “Omnibus Motions”). In the Omnibus Motions, the Debtor sought authorization to reject numerous Executory Contracts in light of discontinuation of the Debtor’s business operations on May 24, 2016. The Omnibus Motions were granted pursuant to an *Order Granting Debtor’s First Omnibus Motion to Reject Certain Executory Contracts or Unexpired Leases Pursuant to Bankruptcy Code Section 365(a) and Federal Rule of Bankruptcy Procedure 6006 as of May 25, 2016* [Docket No. 400] and an *Order Granting Debtor’s Second Omnibus Motion to Reject Certain Executory Contracts or Unexpired Leases Pursuant to Bankruptcy Code Section 365(a) and Federal Rule of Bankruptcy Procedure 6006 as of May 25, 2016* [Docket No. 401], both entered on July 22, 2016. Pursuant to such Orders, each of the Executory Contracts made the subject of the Omnibus Motions was deemed rejected as of May 25, 2016.

On July 20, 2016, the Debtor filed its *Debtor’s Motion to Reject Executory Contract with the SSI Group, Inc. Pursuant to Bankruptcy Code Section 365(a) as of June 30, 2016* (the “SSI Rejection Motion”) [Docket No. 398] seeking authorization to reject an Executory Contract between the Debtor and SSI Group, Inc. The SSI Rejection Motion was granted pursuant to an *Order Granting Debtor’s Motion to Reject Executory Contract with the SSI Group, Inc. Pursuant to Bankruptcy Code Section 365(a) as of June 30, 2016* [Docket No. 443] entered on August 23, 2016 which deemed the Debtor’s Executory Contract with SSI Group, Inc. rejected as of June 30, 2016.

On June 21, 2016, the Debtor filed its *Debtor’s Motion for Entry of an Order to Set Proof of Claim Bar Date for Counterparties of Rejected Executory Contracts and Unexpired Leases* [Docket No. 356]. Such motion was granted pursuant to an *Order Granting Debtor’s Motion for Entry of an Order to Set Proof of Claim Bar Date for Counterparties of Rejected Executory*

Contracts and Unexpired Leases (the “Rejection Claim Bar Date Order”) [Docket No. 438] entered on August 18, 2016. Pursuant to the Rejection Claim Bar Date Order, a counterparty to a rejected Executory Contract must file a proof of claim asserting a Rejection Claim by no later than thirty (30) days after the date on which the Debtor serves notice of such deadline on the counterparty. Failure by a counterparty to a rejected Executory Contract to file a proof of claim setting forth its Rejection Claim by such deadline will result in such counterparty being barred from asserting any prepetition claim against the Debtor on account of rejection of such counterparty’s Executory Contract. On August 23, 2016, the Debtor served notice of the deadline for filing Rejection Claims established in the Rejection Claim Bar Date Order on all counterparties to Executory Contracts which were rejected pursuant to the Orders granting the Omnibus Motions. The deadline by which such counterparties were required to file Rejection Claims was September 23, 2016.

K. Settlements

1. The THR Settlement Agreement

PropCo asserted substantial claims against the Debtor based on the PropCo Lease. Such asserted claims included prepetition, postpetition, unsecured and Administrative Expense claims. The Debtor likewise asserted substantial claims against PropCo, including those asserted in the proof of claim filed by the Debtor in PropCo’s bankruptcy case. In connection with THR’s purchase of PropCo’s assets, THR acquired all rights under the PropCo Lease, including the claims asserted against the Debtor by PropCo.

As part of its overall consideration for PropCo’s assets, THR agreed to pay the Debtor \$4.5 million in settlement of any and all claims the Debtor had against PropCo. In addition, THR also agreed to release any and all claims PropCo had against the Debtor. The settlement between the Debtor and THR is reflected in the THR Settlement Agreement, which was approved by the Bankruptcy Court pursuant to an *Order Granting Debtor’s Motion for Approval of Compromise with Texas Health Resources* [Docket No. 310]. After entry of such Order, the THR Settlement Agreement became effective and the Debtor thereafter received the \$4.5 million settlement payment from THR.

2. The PropCo Release

The THR Settlement Agreement required the Debtor and PropCo to enter into a mutual release agreement pursuant to which all claims between the Debtor and PropCo would be released. Accordingly, the Debtor and PropCo entered into the PropCo Release. The Bankruptcy Court approved the PropCo Release pursuant to an *Order* [Docket No. 311] entered on May 24, 2016. The claims released by the Debtor pursuant to the PropCo Release did not include any claims held by the Debtor against Dr. Wade Barker, Jefe Plover, Vibrant FW, Vibrant Holdings, FPMC Services, Todd Furniss, Mary Hatcher, or glendonTodd Investments, LLC (collectively, the “Excluded Persons”). The PropCo Release did, however, release any claims by the Debtor against PropCo based on the conduct of PropCo’s agents, including the conduct of the Excluded Persons.

3. The Forest Park Stipulation

In conjunction with the sale of PropCo’s assets to THR, the Debtor and the FP Equipment Lessors reached a global settlement, the terms of which are reflected in the Forest Park Stipulation. Pursuant to the Forest Park Stipulation: (a) the automatic stay was lifted to

permit the FP Equipment Lessors to exercise remedies available to them, including terminating the Debtor's rights under the FP Equipment Leases and repossessing and/or selling the FP Lessor Assets; (b) the FP Equipment Lessors assumed responsibility for payment of the FP Lessor Property Taxes; (c) the Debtor released all claims against the FP Equipment Lessors; and (d) any prepetition unsecured deficiency claims that may be held by the FP Equipment Lessors were subordinated to General Unsecured Claims until Distributions totaling \$3 million are made to holders of unsubordinated General Unsecured Claims. The Bankruptcy Court approved the global settlement between the Debtor and the FP Equipment Lessors by entering the Forest Park Stipulation on June 22, 2016.

As a part of the Forest Park Stipulation, the FP Equipment Lessors agreed to be responsible for all property taxes assessed against the FP Lessor Assets. The Debtor is advised that, pursuant to agreements between the FP Equipment Lessors and THR, THR has agreed to pay all such property taxes. The 2015 property taxes have been paid in full by THR. As of the date hereof, the 2016 property taxes have not yet been paid, although such 2016 property taxes will not be delinquent until March 31, 2016. The Debtor is advised and expects that THR will pay such taxes on or before such date.

4. The Centennial Stipulation

In conjunction with the sale of PropCo's assets to THR, the Debtor and Centennial reached a settlement, the terms of which are reflected in the Centennial Stipulation. Pursuant to the Centennial Stipulation: (a) the automatic stay was lifted to permit Centennial to exercise remedies available to it, including terminating the Debtor's rights under the Centennial Leases and retaking possession of and/or selling the Centennial Assets; (b) Centennial assumed responsibility for payment of the Centennial Property Taxes; (c) the Debtor released all claims against Centennial; and (d) any prepetition unsecured deficiency claims that may be held by Centennial were subordinated to General Unsecured Claims until Distributions totaling \$3 million are made to holders of unsubordinated General Unsecured Claims. The Bankruptcy Court approved the settlement between the Debtor and Centennial by entering the Centennial Stipulation on June 27, 2016.

As a part of the Centennial Stipulation, Centennial agreed to be responsible for all property taxes assessed against the Centennial Assets. The Debtor is advised that, pursuant to agreements between Centennial and THR, THR has agreed to pay all such property taxes. The 2015 property taxes have been paid in full by THR. As of the date hereof, the 2016 property taxes have not yet been paid, although such 2016 property taxes will not be delinquent until March 31, 2016. The Debtor is advised and expects that THR will pay such taxes on or before such date.

5. The Alleged Settlement with the Barker Parties

At the auction held on May 12, 2016 for the sale of PropCo's assets, the Debtor reached a settlement (the "Barker Parties Settlement") with Dr. Wade Barker, Jefe Plover, Vibrant FW, Vibrant Holdings, Todd Furniss, Mary Hatcher and glendonTodd Investments, LLC (collectively, the "Barker Parties"). The terms of the Barker Parties Settlement were read into the record at the auction and documented in a "Statement for the Record." The terms of the Barker Parties Settlement include the following: (a) Jefe Plover will be allowed a General Unsecured Claim against the Debtor in the amount of \$2.5 million, which will be subordinated in payment to the first \$3 million in Distributions to holders of unsubordinated General Unsecured Claims; (b) the Debtor and the Barker Parties will execute mutual releases, excluding the Administrative

Expense Claims asserted by Vibrant FW and FPMC Services; (c) Jefe Plover will pay to the Debtor the sum of \$450,000 from the distribution received by Jefe Plover in PropCo's bankruptcy case; and (d) with the exception of the \$2.5 million subordinated General Unsecured Claim allowed to Jefe Plover, the Barker parties will release all of their prepetition claims against the Debtor. Consummation of the Barker Parties Settlement would therefore resolve: (i) the Jefe Plover Adversary; (ii) Proof of Claim No. 12 filed by Dr. Wade Barker against the Debtor for indemnity; (iii) Proofs of Claim Nos. 121 and 144 filed by Vibrant FW against the Debtor for alleged management fees and a Rejection Claim relating to the Management Services Agreement; and (iv) the Vibrant Adversary, except with regard to the amount of Vibrant FW's Administrative Expense Claim.

Despite the agreement of the Barker Parties made on the record at the May 12, 2016 auction, the Barker Parties thereafter refused to consummate and perform under the Barker Parties Settlement. Consequently, the Debtor filed its *Debtor's Motion for Entry of an Order Approving and Enforcing the Settlement Between the Debtor, Jefe Plover Interests, Ltd., Wade Barker, Vibrant Healthcare Fort Worth Holdings, LLC, Vibrant Healthcare Fort Worth, LLC, Todd Furniss, Mary Hatcher, and glendonTodd Investments, LLC* (the "Motion to Enforce Settlement") [Docket No. 411] on July 29, 2016. In the Motion to Enforce Settlement, the Debtor requested that the Bankruptcy Court approve the Barker Parties Settlement and enforce the same by compelling the Barker Parties to consummate all transactions contemplated in the Barker Parties Settlement.

The Motion to Enforce Settlement was heard on September 19, 2016. On September 21, 2016, the Bankruptcy Court issued its ruling declining to enforce the Barker Parties Settlement. The Debtor did not appeal.

L. Exclusivity

Pursuant to sections 1121(b) and (c)(3) of the Bankruptcy Code, a debtor has (a) 120 days after the petition date within which to file its plan of reorganization (the "Exclusive Period"), and (b) 180 days after the petition date to solicit acceptances of its timely filed plan of reorganization (the "Solicitation Period") before other parties-in-interest are permitted to file plans. The Exclusive Period and Solicitation Period have expired in the Bankruptcy Case and no extensions of either the Exclusive Period or Solicitation Period have been requested.

VI. LITIGATION INVOLVING THE DEBTOR

As of the Petition Date, the Debtor was a defendant in two pending state court lawsuits. The plaintiff in one of the lawsuits is Identity Media Services, LLC and the plaintiff in the other lawsuit is Presslink Printing, Ltd. Both plaintiffs asserted various causes of action against the Debtor, including for breach of contract. No further litigation in such state court lawsuits is contemplated. The plaintiffs' Claims against the Debtor will instead be adjudicated through the Claims Allowance process in the Bankruptcy Case.

The Debtor is currently involved in the following litigation:

A. Jefe Plover Adversary

The Debtor is the plaintiff in the Jefe Plover Adversary against Jefe Plover styled as follows:

Forest Park Medical Center at Fort Worth, LLC v. Jefe Plover Interests, Ltd.,
Adversary Proceeding 16-04002-rfn (filed January 12, 2016).

Jefe Plover allegedly loaned \$2,555,000 to the Debtor. On November 1, 2016, a note and a security agreement were purportedly executed on behalf of the Debtor in favor of Jefe Plover to evidence and secure this loan. The security agreement purported to grant a security interest in favor of Jefe Plover against the Debtor's accounts.

In the Jefe Plover Adversary, the Debtor seeks the following relief:

- a. To avoid the security interest granted in favor of Jefe Plover as a preferential transfer pursuant to section 547 of the Bankruptcy Code;
- b. A determination that the note and the security agreement were both executed in violation of the Management Services Agreement and the Debtor's Company Agreement; and
- c. To equitably recharacterize the alleged loans by Jefe Plover to the Debtor as an equity infusion.

The Debtor moved for partial summary judgment to avoid the Jefe Plover Lien as a voidable preference subject to section 547 of the Bankruptcy Code. On December 22, 2016, the Bankruptcy Court ruled from the bench granting partial summary judgment in favor of Debtor avoiding the Jefe Plover Lien. A Partial Summary Judgment [Adv. 16-04002 Docket no. 63] memorializing this ruling was entered in the Jefe Plover Adversary on January 10, 2017. Thereafter, Debtor filed a motion for severance so that the Partial Summary Judgment could become a final judgment avoiding the Jefe Plover Lien. The motion for severance was granted pursuant to an Order [Adv. 16-04002 Docket no. 65] severing the Debtor's preference cause of action, which is the subject of the Partial Summary Judgment, from the other claims pending in the Jefe Plover Adversary and redocketing such claims in the following adversary proceeding ("Severed Jefe Plover Adversary"):

Forest Park Medical Center at Fort Worth, LLC v. Jefe Plover Interests,
Ltd., Adversary Proceeding 17-04005-rfn, filed January 13, 2017.

The Final Summary Judgment was then entered in the Severed Jefe Plover Adversary. The Final Summary Judgment has since become final for all purposes based on Jefe Plover's failure to file a motion for reconsideration or a notice of appeal. The remaining claims between the Debtor and Jefe Plover remain pending in Adversary no. 16-04002-rfn.

B. Vibrant FW Adversary

Pursuant to the Management Services Agreement, Vibrant FW acts as the "Manager" of the Debtor. On February 16, 2016, Vibrant FW filed its first *Application for Payment of Administrative Expenses* (the "Vibrant Application") [Docket no. 108] seeking the allowance of an Administrative Expense Claim against the Debtor. The Debtor timely filed a response to the Vibrant Application controverting Vibrant FW's claim for an Administrative Expense. Thereafter, the Debtor filed *Debtor's Motion to Convert Vibrant Healthcare Fort Worth, LLC's First Application for Payment of Administrative Expenses to an Adversary Proceeding or, Alternatively, to Consolidate such Application into Adversary Proceeding* [Docket No. 177]. The Debtor also commenced Adversary Proceeding No. 16-04055-rfn against Vibrant FW asserting

various offsets and counterclaims against Vibrant FW. The Bankruptcy Court ultimately granted the Debtor's motion to convert the Vibrant Application to an adversary proceeding. Based upon this, the Vibrant Application was converted to Adversary Proceeding No. 16-04058-rfn. Vibrant FW then replead its claims asserted in the Vibrant Application as part of its original complaint in Adversary Proceeding No. 16-04058-rfn. The prior adversary proceeding filed by the Debtor (Adversary Proceeding No. 16-04055-rfn) was consolidated into Adversary Proceeding No. 16-04058-rfn.

In its *Original Answer and Counterclaim* in Adversary Proceeding No. 16-04058-rfn, the Debtor asserts the same offsets and counterclaims which were asserted in Adversary Proceeding No. 16-04055-rfn, including the following:

- (a) For equitable subordination of Vibrant FW's claims pursuant to section 510(c) of the Bankruptcy Code;
- (b) Claims to avoid and recover certain payments to Vibrant FW as fraudulent transfers pursuant to section 548 and 550 of the Bankruptcy Code;
- (c) Claims to avoid and recover certain payments to Vibrant FW as fraudulent transfers pursuant to the Texas Uniform Fraudulent Transfer Act pursuant to section 544(b)(1) of the Bankruptcy Code, as well as claims for judgment pursuant to section 550 of the Bankruptcy Code;
- (d) Claims to recover certain payments to Vibrant FW as Insider preferences paid to Vibrant FW within one (1) year of the Petition Date pursuant to section 547 of the Bankruptcy Code;
- (e) Claims for offset against Vibrant FW; and
- (f) Assertion of section 502(d) of the Bankruptcy Code as a complete defense to Vibrant FW's claims.

Vibrant FW has terminated its corporate existence and has named Dr. Wade Barker as the responsible person to handle Vibrant FW's remaining affairs, including this adversary proceeding. A status conference was held on March 6, 2017, to address the status of this litigation and whether it should be retained on the Court's docket. As a result of this status conference, an *Order Finding Cause Why to Remain on Docket and Requiring Answer to First Amended Counterclaim* [Adv. docket no. 39] was entered retaining the adversary proceeding on the Court's docket and providing that Vibrant FW must file a response to the Debtor's First Amended Answer and Counterclaim within 28 days after the filing of the First Amended Answer and Counterclaim, failing which judgment by default may be entered against Vibrant FW.

C. FPMC Services Adversary

FPMC Services has filed an amended *Motion to Compel Payment of Administrative Expenses* ("FPMC Services Application") [Docket no. 345]. The Debtor timely filed a response controverting the relief sought by FPMC Services in the FPMC Services Application. The Debtor also filed a *Motion to Convert FPMC Services, LLC's Motion to Compel Payment of Administrative Expenses to an Adversary Proceeding and Consolidate with Debtor's Existing Adversary Proceeding* [Docket 456]. Pursuant to an *Agreed Order Granting Debtor's Motion to Convert FPMC Services, LLC's Motion to Compel Payment of Administrative Expenses to an*

Adversary Proceeding and Consolidate with Existing Adversary Proceeding [Docket no. 482] entered on October 4, 2016, the Bankruptcy Court granted this motion.

Based on conversion of the FPMC Services Application to an adversary proceeding, the FPMC Services Application was redocketed as Adversary Proceeding No. 16-04135-rfn pending before the Bankruptcy Court. Prior to conversion of the FPMC Services Application to an adversary proceeding, the Debtor commenced Adversary Proceeding No. 16-04126-rfn against FPMC Services asserting various claims and causes of action against FPMC Services. The adversary proceeding commenced by the Debtor against FPMC Services has been consolidated into Adversary Proceeding No. 16-04135-rfn. The Debtor has filed its *Answer and Counterclaim* to FPMC Services' claims, including allegations that FPMC Services has systematically overbilled the Debtor for millions of dollars for the payment of its own employees and overhead, and that after such sums are offset against FPMC Services' Administrative Expense Claim, the Debtor owes nothing to FPMC Services.

A status conference was held in connection with this adversary proceeding on January 25, 2017. Based on this status conference, the Bankruptcy Court entered a show cause order for the parties to the adversary proceeding to appear before the Bankruptcy Court on February 6, 2017, to show cause why this adversary proceeding should not be dismissed without prejudiced. Based on the proceeding on February 6, 2017, the Bankruptcy Court entered its *Order Dismissing Adversary Proceeding without Prejudice* [Adv. Docket no. 29].

D. Methodist Hospitals' Administrative Claim

Methodist Hospitals has advised the Debtor that it asserts an administrative claim against the Debtor, presumably for a substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code based on the THR Settlement Agreement described in Article V. section K. above. Consequently, the Debtor includes the following information to reflect the position and allegations of Methodist as reflected in paragraphs 5 through 10 of the Methodist Hospitals' objection [Docket no. 609] to the Disclosure Statement:

5. On May 6, 2016, the Debtor filed its *Motion for Entry of Order (A) Approving Sale of Substantially All Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 277] (the "Sale Motion").

6. Pursuant to the Motion, the Debtor proposed to sell to Methodist, among other assets, the Debtor's causes of action against FPMC Fort Worth Realty Partners, LP (the "Propco Debtor Claims"). Methodist sought to acquire the Propco Debtor Claims in order to release them as part of its bid to acquire the assets of Fort Worth Realty Partners, LP ("Propco"). The Sale Motion also sought approval of a \$250,000 breakup fee (the "Breakup Fee") to be paid to Methodist.

7. On May 6, 2016, the Debtor sought an expedited hearing on the Sale Motion [Docket No. 278] (the "Motion to Expedite"). The Bankruptcy Court granted the Motion to Expedite and set a hearing to consider approval of the Sale Motion, including approval of the Breakup Fee, for May 18 at 1:30 PM [Docket No. 280] (the "Expedited Hearing").

8. On May 16, 2016, prior to the Expedited Hearing to consider approval of the Breakup Fee, the Debtor withdrew the Sale Motion [Docket No. 285] (the "Notice of Withdrawal") and filed a motion to compromise controversy with Texas Health Resources pursuant to which it sought to settle the Propco Debtor Claims [Docket No. 286] (the "THR Motion"). Although the THR Motion did not mention that the Debtor had previously filed the Sale Motion and agreed to pay the Breakup Fee,² in the Notice of Withdrawal the Debtor reserved "the right to later seek Court approval of payment of the Breakup Fee ... to Methodist Hospitals of Dallas d/b/a Methodist Health System."

9. On May 18, 2016, the Debtor filed a motion to compromise controversy with Fort Worth Realty Partners, LP, pursuant to which it sought to settle the Propco Debtor Claims [Docket No. 291] (the "Propco Motion"). The Court set an expedited hearing to consider approval of the THR Motion and the Propco Motion for May 23, 2016 at 9:30 AM [Docket Nos. 289 and 302], after the date the Expedited Hearing was to occur.

10. After the filing of the Notice of Withdrawal, Methodist was informed that the Debtor still supported approval of the Breakup Fee and intended to seek approval of the Breakup Fee, but not until after the THR Motion and the Propco Motion were approved and the funds were paid into the estate. As of the date of this Objection, the Debtor has not sought approval of the Breakup Fee.

The above disclosures are made to set forth the assertions and allegations of Methodist Hospitals and are not necessarily the positions taken by either the Debtor or the Committee on these matters.

VII. THE PLAN

THE FOLLOWING IS A SUMMARY OF THE MATTERS CONTEMPLATED TO OCCUR EITHER PURSUANT TO OR IN CONNECTION WITH THE CONSUMMATION OF THE PLAN. THIS SUMMARY HIGHLIGHTS THE SUBSTANTIVE PROVISIONS OF THE PLAN AND IS NOT, NOR IS IT INTENDED TO BE, A COMPLETE DESCRIPTION OR A SUBSTITUTE FOR A FULL AND COMPLETE REVIEW OF THE PLAN. THE FOLLOWING SUMMARY IS COMPLETELY QUALIFIED BY THE TERMS OF THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE FOLLOWING SUMMARY AND THE PLAN, THE PLAN WILL CONTROL.

A. Liquidating Trustee

The Plan is a liquidating plan which provides for the creation of a Liquidating Trust into which all of the Estate's Assets will be transferred on the Effective Date. The Liquidating Trustee will act pursuant to the Liquidating Trust Agreement to gather, collect and liquidate the Estate's remaining Assets and shall use the resulting proceeds to make Distributions under the Plan to the beneficiaries of the Liquidating Trust. A copy of the proposed Liquidating Trust is attached as an exhibit to the Plan.

The proposed Liquidating Trustee is Clifford A. Zucker. Mr. Zucker is a partner with CohnReznick which has acted as the Committee's financial advisors in connection with this Bankruptcy Case. Mr. Zucker's resume and his qualifications to act as Liquidating Trustee are reflected in the attached **Exhibit "D"**.

As Liquidating Trustee, Mr. Zucker will serve without the necessity of posting any bond or other security.

B. Classification and Treatment Summary

The Plan classifies the various Claims against and Interests in the Debtor. These Classes take into account the different nature and priority of Claims against and Interests in the Debtor. In addition, in accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for purposes of voting under the Plan. Rather, all such Claims are treated separately as unclassified Claims.

All Classes of Claims and Interests are impaired under the Plan. If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

1. Unclassified Claims Against the Debtor

Unclassified Claims against the Debtor consist of Administrative Expense Claims and Priority Tax Claims. An Administrative Expense Claim is a Claim based on any cost or expense of administration of this Bankruptcy Case allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the Estate of the Debtor, any actual and necessary expenses of operating the businesses of the Debtor, any indebtedness or obligations incurred or assumed by the Debtor, as a debtor in possession, during this Bankruptcy Case including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the Estate of the Debtor under section 1930 of title 28 of the United States Code.

Administrative Expense Claims include both ordinary post-petition expenses and Claims attributable to Estate Professionals. Claims incurred in the ordinary course of the Debtor's affairs or business will be paid in the ordinary course of business. Fees and expenses owed to Estate Professionals are payable upon the Allowance of an appropriate fee application.

a. Treatment of Administrative Expense Claims

The Liquidating Trustee shall pay, in accordance with the ordinary business terms applicable to each such expense or cost, the reasonable and ordinary expenses incurred in operating the Debtor's business or administering the Estate before the Effective Date ("Ordinary Course Claims"). The remaining provisions of section 3.1 of the Plan shall not apply to the Ordinary Course Claims, except that if there is a dispute relating to any such Ordinary Course Claim, the Liquidating Trustee may move the Bankruptcy Court to apply the provisions of Article X of the Plan relating to Contested Claims and require the holder of the Contested Ordinary Course Claim to assert such Claim through this Bankruptcy Case.

Each holder of an Allowed Administrative Expense (other than Ordinary Course Claims and Administrative Expense Claims by Estate Professionals), shall receive (i) the amount of such holder's Allowed Administrative Expense in one Cash payment on the later of the Effective Date or the tenth (10th) Business Day after such Administrative Expense becomes an Allowed Administrative Expense, or (ii) such other treatment as may be agreed to in writing by such

Administrative Expense Creditor and the Liquidating Trustee, or as otherwise ordered by the Bankruptcy Court.

Unless the Bankruptcy Court orders to the contrary or the Liquidating Trustee agrees to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by an Estate Professional, an Ordinary Course Claim, or an Administrative Expense which is already Allowed, shall file with the Bankruptcy Court and serve upon the Liquidating Trustee and its counsel a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) or email address of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to timely and properly file and serve such notice shall result in such Claim for an Administrative Expense being forever barred from receiving any Distribution through the Liquidating Trust.

A Claim for an Administrative Expense, for which a proper notice was filed and served under subsection 3.1(c) of the Plan, shall become an Allowed Administrative Expense if no Objection is filed within thirty (30) days of the filing and service of such notice. If a timely Objection is filed, the Claim shall become an Allowed Administrative Expense only to the extent allowed by a Final Order.

THE FAILURE TO TIMELY FILE THE REQUIRED NOTICE OF ADMINISTRATIVE EXPENSE CLAIM AND THE FAILURE TO SERVE SUCH NOTICE TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED, DISALLOWED AND DISCHARGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT.

The above procedures shall not apply to Administrative Expense Claims asserted by Estate Professionals, who shall each file and submit an appropriate final fee application to the Bankruptcy Court no later than sixty (60) days after the Effective Date. A Claim for an Administrative Expense by an Estate Professional in respect of which a final fee application has been properly filed and served shall become an Allowed Administrative Expense only to the extent allowed by Final Order and, if so Allowed, shall be paid in accordance with subsection 3.1(b) of the Plan. Professional fees and expenses to any Estate Professional incurred on or after the Effective Date may be paid by the Liquidating Trustee without necessity of application to or order by the Bankruptcy Court.

Any Claim by Vibrant FW for an Administrative Expense shall be determined through the Vibrant Adversary and no Distribution shall be made to Vibrant FW on account of an Administrative Expense Claim except based upon a Final Order entered in the Vibrant Adversary, at which time any such Allowed Administrative Expense to Vibrant FW shall be paid in accordance with section 3.1(b) of the Plan. The procedures set forth in subsections 3.1(a), (c), (d) and (e) of the Plan shall not apply to any Claim by Vibrant FW for an Administrative Expense.

Any Claim by FPMC Services for an Administrative Expense shall be determined through the FPMC Services Adversary and no Distribution shall be made to FPMC Services on account of an Administrative Expense Claim except based upon a Final Order entered in the FPMC Services Adversary, at which time any such Allowed Administrative Expense to FPMC Services shall be paid in accordance with section 3.1(b) of the Plan. The procedures set forth in subsections 3.1(a), (c), (d) and (e) of the Plan shall not apply to any Claim by FPMC Services for an Administrative Expense.

If the Liquidating Trustee asserts any Estate Claims as counterclaims or defenses to a Claim for an Administrative Expense, the Administrative Expense Claim shall be determined through an adversary proceeding before the Bankruptcy Court. The Bankruptcy Court shall have exclusive jurisdiction to adjudicate and Allow all Claims for any Administrative Expense.

b. Treatment of Priority Claims

All Allowed Priority Claims or Priority Tax Claims shall be paid in full through a single Distribution from the Liquidating Trust no later than sixty (60) days after each such Claim becomes an Allowed Claim.

c. Treatment of Property Tax Claims

Property Tax Claims subject to section 507(a)(8)(B) of the Bankruptcy Code are treated as part of Class 2.

d. Treatment of U.S. Trustee Fees

The Liquidating Trustee shall pay to the U.S. Trustee all unpaid U.S. Trustee Fees due and payable as of the Effective Date as well as all such fees which become due and payable after the Effective Date. Any U.S. Trustee Fees due as of the Effective Date shall be paid in full on the Effective Date or as soon thereafter as is practicable. After the Effective Date, the Liquidating Trustee shall continue to pay the U.S. Trustee Fees as they accrue and become due and payable until the Final Decree is entered and this Bankruptcy Case is closed.

2. Classified Claims and Interests

Classified Claims and Interests shall receive the treatment as described in Article IV of the Plan, which treatment is summarized in the table set forth in Article I Section B of this Disclosure Statement above.

C. Acceptance or Rejection of the Plan

Each impaired Class of Claims entitled to vote shall separately vote to accept or reject the Plan. Any unimpaired Class shall not be entitled to vote to accept or reject the Plan. Any unimpaired Class is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. A Class of Claims shall have accepted the Plan if it is accepted by 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. Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 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. Section 5.4 of the Plan shall constitute the request by the Plan proponent, pursuant to section 1129(b) of the Bankruptcy Code, for the Bankruptcy Court to confirm the Plan notwithstanding the fact that the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met.

D. Means of Implementation of the Plan

1. Cancellation of Interests

Except as otherwise specifically provided in the Plan, upon the Effective Date: (i) all Interests in the Debtor shall be cancelled; (ii) all obligations or debts of, or Claims against, the Debtor on account of, or based upon, the Interests shall be deemed as cancelled, released and discharged, including all obligations or duties by the Debtor relating to the Interests in either the Debtor's articles of formation or the Company Agreement.

2. Dissolution of Debtor

The Liquidating Trustee shall be responsible for the winding up and dissolution of the Debtor which shall be undertaken as soon as practicable after the Effective Date. The Liquidating Trustee may retain such professionals, consultants or advisors as may be reasonably necessary to seasonably accomplish this task, and all such expenses attributable to the winding up and dissolution of the Debtor shall be treated as Trust Expenses.

3. Transfer of Assets

As of the Effective Date, all Assets shall be transferred from the Estate to the Liquidating Trust, including without limitation all Estate Cash, Estate Accounts Receivable, Estate Claims, Estate Defenses, Estate Insurance, D&O Claims and Estate Contracts. After the Effective Date, the Liquidating Trustee may still abandon any Trust Assets which are burdensome or have no or inconsequential value pursuant to section 554 of the Bankruptcy Code. The Assets shall be transferred to, and vested in, the Liquidating Trust free and clear of all Liens, Claims, rights, Interests and charges, except as expressly provided in the Plan.

4. Liquidating Trust

The Liquidating Trust shall be created as of the Effective Date in accordance with the terms of the Plan and the Liquidating Trust. The Debtor and the Estate shall be the settlor of the Liquidating Trust. The Liquidating Trust shall be one of the Plan Documents.

5. Assumption of Obligation to Make Distributions

The Liquidating Trustee shall be deemed to have assumed the obligation to make all Distributions pursuant to the Plan, including the obligation to make all Distributions on account of Allowed Claims.

6. Actions by the Debtor and the Liquidating Trustee to Implement Plan

The entry of the Confirmation Order shall constitute all necessary authorization for the CRO and the Liquidating Trustee to take or cause to be taken all actions necessary or appropriate to consummate, implement or perform all provisions of the Plan on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including without limitation, (i) all transfers of Assets that are to occur pursuant to the Plan; (ii) the cancellation of Interests and the winding up and dissolution of the Debtor; (iii) the performance of the terms of the Plan and the making of all Distributions required under the Plan; and (iv) subject to the terms of the Plan, entering into any

and all transactions, contracts, or arrangements permitted by applicable law, order, rule or regulation.

7. Continuation of the Committee

The existence of the Committee shall be continued after the Effective Date in order to consult with and advise the Liquidating Trustee with regard to the performance and implementation of the Plan and the Liquidating Trust. In addition, the Committee shall have standing to appear and be heard on any matter brought before the Bankruptcy Court by any Person in relation to the Plan after the Effective Date. To facilitate this, the Committee may retain legal counsel to advise the Committee after the Effective Date and the Committee's reasonable expenses for such legal counsel shall be paid as a Trust Expense. The members of the Committee shall be entitled to exculpation as set forth in section 6.8 of the Plan and indemnity as set forth in section 7.11 of the Plan.

8. Duties of Committee Members

The Committee and its members shall owe the same fiduciary duty to the Liquidating Trust and its Beneficiaries as a statutory official creditors' committee owes to the bankruptcy estate and Creditors of a Chapter 11 debtor. However, with respect to such fiduciary duties, neither the Committee nor any member thereof shall have any liability for, and shall be exculpated from, any and all Claims, causes of action and liabilities by or to any Person (including all Beneficiaries of the Liquidating Trust) arising out of the performance of the Committee's duties pursuant to the Plan, the Liquidating Trust Agreement or any orders of the Bankruptcy Court, except to the extent that any act or omission constitutes bad faith, gross negligence, willful misconduct or actual (as opposed to constructive) fraud. No Beneficiary or holder of any Claim against or Interest in the Debtor shall have any right or standing to pursue any Claim or cause of action against the Committee or any member thereof or the Committee's professionals, agents and representatives for taking any action in accordance with, or to implement or enforce the terms of, the Plan, the Liquidating Trust Agreement or any order of the Bankruptcy Court.

9. Post-Effective Date Service List

Pleadings filed by any party-in-interest with the Bankruptcy Court after the Effective Date shall be served on the following Persons (collectively the "Service List"): (i) any Person directly affected by the relief sought in the pleading, (ii) the Committee through legal counsel, (iii) the U.S. Trustee, (iv) parties which have filed a Notice of Appearance in this Bankruptcy Case, and (v) the Liquidating Trustee through legal counsel.

10. Section 505 Powers

All rights and powers pursuant to section 505 of the Bankruptcy Code are reserved to the Estate and shall be transferred to, and vested in, the Liquidating Trustee as of the Effective Date.

11. Section 510(c) Powers

All rights and powers to seek to equitably subordinate or recharacterize any Claim pursuant to applicable law, including all such rights pursuant to section 510(c) of the Bankruptcy Code, are reserved to the Estate and shall be transferred to, and vested in, the Liquidating

Trustee as of the Effective Date, including without limitation all rights to seek to equitably subordinate or recharacterize the Jefe Plover Claim or any Claim by Vibrant FW.

12. Section 506(c) Powers

The Estate hereby reserves all rights and powers pursuant to section 506(c) of the Bankruptcy Code, including without limitation the right to recover expenses relating to collecting and preservation of the Jefe Plover Accounts, and all such rights shall be specifically transferred to, and vested in, the Liquidating Trustee.

13. Plan Injunction

The Liquidating Trustee shall have full power, standing an authority to enforce the Plan Injunction against any Person, either through an action before the Bankruptcy Court or any other tribunal having appropriate jurisdiction.

E. The Liquidating Trust

1. Creation of Liquidating Trust

On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement which shall be executed on behalf of the Debtor by the CRO and by the Liquidating Trustee to accept the appointment. The Liquidating Trust shall be in substantially the same form as **Exhibit "A"** to the Plan. The Liquidating Trust shall not terminate upon the death or incapacity of the Trustee and shall continue until its termination in accordance with the terms of the Plan and the Liquidating Trust Agreement. Reference is here made to the Liquidating Trust Agreement for all purposes which shall constitute an integral part of the Plan.

2. Compensation of Liquidating Trustee

The Liquidating Trustee shall be compensated from the Trust Assets in the manner set forth in the Confirmation Order as a Trust Expense. The Liquidating Trustee shall also be entitled to reimbursement of reasonable and necessary out-of-pocket expenses incurred in the performance of such duties, also as a Trust Expense.

3. Trust Assets

The Debtor and Estate shall constitute the settlor of the Liquidating Trust. As of the Effective Date, all Assets shall be transferred to the Liquidating Trust where they will constitute the Trust Assets. The Trust Assets shall encompass all valuable Assets held by the Estate as of the Effective Date and shall specifically include without limitation: (i) all Estate Cash, (ii) all Estate Accounts Receivable, (iii) all Estate Claims, (iv) all Estate Defenses, (v) all rights under Estate Insurance, (vi) all of the Estate's rights under both the Forest Park Stipulation and the Centennial Stipulation, (vii) any Executory Contracts assumed by the Estate, (viii) all of the Estate's rights pursuant to the THR Settlement Agreement and the PropCo Release, (ix) all D&O Claims, and (x) all of the Estate's rights under any Estate Contract. To evidence the transfer of the Estate Assets to the Liquidating Trust, the CRO shall execute on behalf of the Debtor and Estate, as settlor, an Assignment of Trust Assets transferring the Estate Assets to the Liquidating Trust which shall be included among the Plan Documents.

4. Distributions from Liquidating Trust

The Liquidating Trustee shall be responsible for making all Distributions from the Liquidating Trust to holders of Allowed Claims pursuant to the Plan. The priority of Distributions from the Liquidating Trust shall be in accordance with the terms of the Plan and the Confirmation Order as follows:

- a. First, to satisfy Allowed Administrative Expenses and Allowed Priority Claims in accordance with Article III of the Plan, including all U.S. Trustee Fees due and owing as of the Effective Date;
- b. Second, to satisfy holders of Allowed Class 2 Property Tax Claims;
- c. Third, to pay Trust Expenses; and
- d. Fourth, to make Distributions on a pro rata basis to holders of Allowed Class 1 General Unsecured Claims and Allowed Class 3 Insider Claims.

So long as appropriate Reserves are maintained for the satisfaction of potential Allowed Claims entitled to priority of distribution over holders of Allowed Class 1, Allowed Class 3 and Allowed Class 4 Claims, the Liquidating Trustee may make Distributions to holders of Allowed Class 1, Class 3 and Class 4 Claims, on a *pari passu* basis between such Classes, from the remaining Trust Assets.

5. Reserves

The Liquidating Trustee may estimate and create and set aside appropriate Reserves as may be necessary or appropriate, including the Jefe Plover Reserve, a Claim Reserve on account of Contested Claims, and a reserve for Trust Expenses. The Liquidating Trustee may, but shall not be required to, move the Bankruptcy Court to approve: (a) the amount of, and terms on which, such Reserves shall be held, maintained and disbursed, or (b) the amount and timing of any proposed interim Distribution to holders of Allowed Class 1 and Class 3 Claims. Once appropriate Reserves have been established for potential Claims having a higher priority for receiving Distributions under the Plan, the Liquidating Trustee may make Distributions to holders of Allowed Class 1 and Class 3. The Liquidating Trustee may elect to seek approval by the Bankruptcy Court for the creation and amount of any Reserves or regarding the amount or timing of any Distribution on account of any Allowed Claims. Except as otherwise expressly provided in the Plan, the Liquidating Trustee, in the exercise of its good faith business judgment, may transfer funds out of any of the Reserves as necessary or appropriate. However, the Liquidating Trustee shall not be required to create separate accounts for such Reserves which may be created and memorialized by entries or other accounting methodologies, which may be revised from time-to-time, to enable the Liquidating Trustee to determine the amount of Cash available for Distribution to Beneficiaries of the Liquidating Trust. Subject to any specific deadlines set forth in the Plan, the Liquidating Trustee shall determine, from time-to-time, in the exercise of the Liquidating Trustee's good faith business judgment: (i) the amount of Cash available for Distribution to Beneficiaries, (ii) the timing of any Distributions to Beneficiaries, and (iii) the amount and creation of any Reserves for Contested Claims or Trust Expenses.

6. Trust Expenses

The Liquidating Trustee shall be entitled to pay all Trust Expenses without the necessity

of further order of the Bankruptcy Court. Without limiting the generality of the foregoing, the Liquidating Trust may retain, compensate and reimburse Trust Professionals retained by the Liquidating Trust without the necessity of further order of the Bankruptcy Court. However, the Liquidating Trustee shall be entitled, should the Liquidating Trustee so elect, to request the Bankruptcy Court to approve any Trust Expense or the retention of any Trust Professional.

7. Powers and Duties of the Liquidating Trustee

The Liquidating Trustee's duties and compensation, to the extent not set forth herein, shall be as set forth in the Liquidating Trust Agreement which shall be one of the Plan Documents. The Liquidating Trustee shall constitute a representative of the Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, and shall be clothed with all powers, rights, duties and responsibilities pursuant to this Plan, the Confirmation Order and the Liquidating Trust Agreement.

8. Exercise of Liquidating Trustee's Powers

The Liquidating Trustee shall be entitled to exercise all powers pursuant to the Plan and the Liquidating Trust Agreement, including without limitation those set forth in section 7.8 of the Plan, without further order or approval of the Bankruptcy Court except as otherwise expressly provided in the Plan or in the Liquidating Trust Agreement or Confirmation Order.

9. Prosecution and Settlement of Estate Claims

Upon the Effective Date, the Liquidating Trustee shall automatically be substituted in place of the Debtor as the party representing the Estate in respect of any pending lawsuit, motion or other pleading pending before the Bankruptcy Court or any other tribunal. The Liquidating Trustee shall have exclusive standing and authority to prosecute, settle or compromise Estate Claims for the benefit of the Liquidating Trust in the manner set forth in this Plan and the Liquidating Trust Agreement.

10. Exculpation of Liquidating Trustee

The Liquidating Trustee shall stand in a fiduciary relationship to the Beneficiaries of the Liquidating Trust. In the performance of its duties, the Liquidating Trustee shall be entitled to act, or refrain from acting, based on the exercise of its good faith business judgment. However, the Liquidating Trustee shall be fully exculpated, and shall have no liability for acts or omissions, in the manner and to the extent set forth in the Liquidating Trust Agreement.

11. Indemnity

The Liquidating Trust shall indemnify and hold harmless the Liquidating Trustee, the Committee and each member of the Committee, in the manner and to the extent set forth in the Liquidating Trust Agreement.

12. Resignation of Liquidating Trustee

The Liquidating Trustee may resign by filing with the Bankruptcy Court a notice of resignation effective on the earlier of: (a) thirty (30) days after the date of filing, or (b) the date on which the successor trustee has been duly appointed and assumed the duties of office as the Liquidating Trustee. If the Liquidating Trustee resigns or dies, then the Bankruptcy Court

shall appoint a successor Liquidating Trustee at the request of the Committee who shall nominate the successor trustee.

13. Reliance by Liquidating Trustee

In the performance of the duties pursuant to the Plan, the Liquidating Trustee may rely upon any document or instrument which the Liquidating Trustee in good faith believes to be genuine and to have been signed or executed by the proper parties.

14. Plan Injunction

The Liquidating Trustee and Liquidating Trust shall be entitled to the full protection and benefit of the Plan Injunction and shall have standing to bring any action or proceeding necessary to enforce the Plan Injunction against any Person.

15. Tax Treatment

The Liquidating Trust shall be treated as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. The Liquidating Trustee shall, in an expeditious but orderly manner, collect, liquidate and convert to Cash all non-cash Trust Assets, and make timely Distributions to Beneficiaries of the Liquidating Trust, and shall not unduly prolong its duration.

16. Transfer of Claims

Holders of Allowed Claims against the Liquidating Trust shall not receive any certificate or other document to represent their beneficial interest in the Liquidating Trust. The transfer of Claims after the Effective Date is subject to section 8.4 of the Plan.

17. Construction of Liquidating Trust Documents

The Plan and the Trust Agreement shall control over any inconsistent provision of this Disclosure Statement. The Plan and Confirmation Order shall control over any inconsistent provision of the Liquidating Trust Agreement. The Confirmation Order shall control over any inconsistent provision of this Disclosure Statement, the Liquidating Trust Agreement or the Plan.

18. Relief from the Bankruptcy Court

The Liquidating Trustee shall be authorized to seek relief from the Bankruptcy Court or any other tribunal having jurisdiction as to any matter relating or pertaining to the consummation, administration or performance of the Plan, including without limitation seeking any relief from the Bankruptcy Court which the Liquidating Trustee deems necessary or appropriate to the performance of its duties on the administration of the Plan or the liquidation and distribution of the Trust Assets.

19. Removal for Cause

The Committee may move the Bankruptcy Court to remove the Liquidating Trustee for cause shown, which shall include removal of the Liquidating Trustee if it is unable to perform the duties of the office due to illness or incapacity. In such event, the Committee shall file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 9014 seeking to remove the then

servicing Liquidating Trustee and nominating a replacement trustee to assume the office. Such motion shall be determined by the Bankruptcy Court after notice and hearing with such notice being given to the Persons included on the Service List.

F. Provisions Governing Distribution

1. Source of Distributions

All Distributions to be made under the Plan shall be made by the Liquidating Trustee in the manner provided in the Plan, Confirmation Order and the Liquidating Trust Agreement.

2. Timing and Amount of Distributions

No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in the Plan or otherwise ordered by the Bankruptcy Court. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Except as expressly set forth in the Plan or in the Confirmation Order, the Liquidating Trustee shall, in the exercise of its good faith business judgment, determine the timing and amount of all Distributions which are required to be made under the Plan, consistent with the goal of making such Distributions as expeditiously as reasonably possible. The Liquidating Trustee may, but shall not be required to, seek approval of, or any other appropriate relief from, the Bankruptcy Court with respect to any of such Distributions. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court.

3. Means of Cash Payment

Cash payments pursuant to the Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

4. Record Date for Distributions

As of the close of business on the Effective Date (the "Distribution Record Date"), the register for Class 1 and Class 3 Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. Although there is no prohibition against the transfer of any Claim by any Creditor, the Liquidating Trustee shall have no obligation to recognize any transfer of any Class 1, Class 3 or Class 4 Claims or Interests occurring after the Distribution Record Date, and the Liquidating Trustee shall instead be authorized and entitled to recognize and deal for all purposes under the Plan, including for the purpose of making all Distributions, with only those holders of Claims so reflected as of the Distribution Record Date. However, the Liquidating Trustee may, in the exercise of its good faith business judgment, agree to recognize transfers of Class 1, Class 3 and Class 4 Claims after the Distribution Record Date, but shall have no obligation to do so.

5. Delivery of Distributions

All Distributions, deliveries and payments to the holders of any Allowed Class 1, 2, or 3 Claims shall be made to the addresses set forth on the respective proofs of Claim filed in this Bankruptcy Case by such Claimants or, if the Distribution is to be made based on a Claim reflected as Allowed in the Schedules, at the address reflected in the Schedules. Any such Distribution, delivery or payment shall be deemed as made for all purposes relating to the Plan

when deposited in the United States Mail, postage prepaid, addressed as required in the preceding sentence. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until the Liquidating Trustee is notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. However, all notices to the Liquidating Trustee reflecting new or updated addresses for undeliverable Distributions shall be made on or before one hundred twenty (120) days after the date of the attempted Distribution or such longer period as the Liquidating Trustee may fix in the exercise of its sole discretion. After such date, all Unclaimed Property shall revert to the Liquidating Trustee and the Claim of any holder with respect to such property shall be discharged and forever barred.

6. Time Bar to Cash Payments

Checks issued in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before one hundred twenty (120) days after the date of issuance of such check or such longer period as the Liquidating Trustee may fix. After such date, all Claims in respect of void checks shall be discharged and forever barred.

7. Cure Period

Except as otherwise set forth in the Plan, the failure by the Liquidating Trustee to timely perform any term, provision or covenant contained in the Plan, or to make any payment or Distribution required by the Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to the Plan, shall not constitute an event of default unless and until the Liquidating Trustee has been given thirty (30) days written notice of such alleged default in the manner provided in the Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, the Liquidating Trustee shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under the Plan or bringing any action or legal proceeding by any Person to enforce any right granted under the Plan.

8. Distributions after Substantial Consummation

All Distributions of any kind made to any Creditor after Substantial Consummation and any and all other actions taken under the Plan after Substantial Consummation shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

G. Retention of Estate Claims and Estate Defenses

1. Retention of Estate Claims

All Estate Claims are hereby retained and reserved by the Debtor and Estate, and shall all be transferred to, and vested in, the Liquidating Trustee pursuant to this Plan, and shall include without limitation all of the Estate Claims described below. In reserving and preserving Estate Claims against any named Person or category of Persons, it is the intent of this Plan to

so reserve and preserve any and all Estate Claim against each such Person or category of Persons, including all such Estate Claims pursuant to any applicable common law, based on any contract or agreement or based upon any law, statute or regulation of any political entity, including the United States and any state or political subdivision thereof, as well as all applicable remedies, whether legal or equitable. Without limiting the generality of the foregoing, the reservation of Estate Claims against any Person shall include all Estate Claims against any such Person, including without limitation all such Estate Claims for breach of contract, all rights to enforce any contract, any form of estoppel, fraud, constructive fraud, abuse of process, malicious prosecution, defamation, libel, slander, conversion, trespass, intentional infliction of emotional distress or other harm, negligence, gross negligence, quantum merit, tortious interference, duress, unconscionability, undue influence, and unjust enrichment, as well as any cause of action for conspiracy to commit any unlawful act. All Estate Claims shall be deemed to have been transferred to, and vested in, the Liquidating Trustee as of the Effective Date based on the entry of the Confirmation Order.

2. Retention of Estate Defenses

Except as otherwise specifically provided in the Plan, all Estate Defenses shall be transferred to, and vested in, the Liquidating Trustee. For this purpose, all Estate Defenses shall be reserved and retained by the Debtor and the Estate, including without limitation all such Estate Defenses available to the Estate pursuant to section 558 of the Bankruptcy Code, and shall be deemed as transferred to, and vested in, the Liquidating Trustee as of the Effective Date based on the entry of the Confirmation Order.

3. Assertion of Estate Claims and Estate Defenses

The Liquidating Trustee shall have, and be vested with, the exclusive right, authority and standing to assert all Estate Claims and Estate Defenses for the benefit of the Liquidating Trust.

H. Procedures for Resolving and Treating Contested Claims

1. Claims Listed in Schedules as Disputed

Any Claim which is listed in the Schedules as unliquidated, contingent or disputed, and for which no proof of Claim has been timely filed, shall be considered as Disallowed as of the Effective Date without the necessity of any further action by the Liquidating Trustee or further order of the Bankruptcy Court other than the entry of the Confirmation Order.

2. Responsibility for Objecting to Claims and Settlement of Claims

The Liquidating Trustee shall have the exclusive standing and authority to either object to or settle and compromise any Objection to any Claim, including as follows:

a. From and after the Effective Date, the Liquidating Trustee shall have the sole and exclusive right to (i) file, settle, or litigate to Final Order any Objections to any Claims; and (ii) seek to subordinate any Claim. Any Contested Claim may be litigated to Final Order by the Liquidating Trustee; and

b. From and after the Effective Date, the Liquidating Trustee shall have the sole and exclusive right to settle, compromise or otherwise resolve any Contested Claim without the necessity of any further notice or approval of the Bankruptcy Court. Bankruptcy Rule 9019

shall not apply to any settlement or compromise of a Contested Claim after the Effective Date.

3. Objection Deadline

All Objections to Claims shall be served and filed by the Objection Deadline; provided, however, the Objection Deadline shall not apply to Claims which are not reflected in the claims register, including any alleged informal proofs of Claim. The Liquidating Trustee may seek to extend the Objection Deadline pursuant to a motion filed on or before the then applicable Objection Deadline with respect to any Claim. Any such motion may be granted without notice or a hearing. In the event that the Liquidating Trustee files such a motion and the Bankruptcy Court denies such motion, the Objection Deadline shall nevertheless be automatically extended to that date which is ten (10) Business Days after the date of entry of the Bankruptcy Court's order denying such motion. Any proof of Claim other than one based upon a Rejection Claim and which is filed more than thirty (30) days after the Effective Date shall be of no force and effect and need not be objected to by the Liquidating Trustee. Nothing contained in the Plan shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Objection Deadline.

4. Response to Claim Objection

If the Liquidating Trustee files an Objection to any Claim, then the holder of such Claim shall file a written response to such Objection within twenty-four (24) days after the filing and service of the Objection upon the holder of the Contested Claim. Each such Objection shall contain appropriate negative notice advising the Creditor whose Claim is subject to the Objection of the requirement and time period to file a response to such Objection and that, if no response is timely filed to the Objection, the Bankruptcy Court may enter an order that such Claim is Disallowed without further notice or hearing.

5. Distributions on Account of Contested Claims

If a Claim is Contested, then the dates for any Distributions as to such Contested Claim shall be determined based upon its date of Allowance, and thereafter Distribution shall be made on account of such Allowed Claim pursuant to the provisions of the Plan. No Distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order Allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and Distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.

6. No Waiver of Right to Object

Except as expressly provided in the Plan, nothing contained in this Disclosure Statement, the Plan, the Confirmation Order, or the Liquidating Trust Agreement shall waive, relinquish, release or impair the Liquidating Trustee's right to object to any Claim.

7. Offsets and Defenses

The Liquidating Trustee shall be vested with and retain all Estate Claims and Estate Defenses, including without limitation all rights of offset or recoupment and all counterclaims against any Claimant holding a Claim. Assertion of counterclaims by the Liquidating Trustee against any Claim asserted against the Estate or Liquidating Trustee shall constitute "core"

proceedings.

8. Claims Paid or Reduced Prior to Effective Date

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtor prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Liquidating Trustee from paying Claims that the Debtor was authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

I. Patient Records

1. Patient Records

Patient Records will be dealt with and administered by the Liquidating Trustee in accordance with the provisions of Article XI of the Plan. The Liquidating Trustee shall have no other or further obligations in respect of the Patient Records except as expressly set forth in Article XI. The Liquidating Trustee shall deal with and administer the Patient Records in accordance with section 351 of the Bankruptcy Code in accordance with the provisions set forth in Article XI of the Plan.

2. Patient Publication Notice

As soon as practicable following the Effective Date, the Liquidating Trustee shall publish the Patient Publication Notice in such newspaper or newspapers as the Bankruptcy Court may prescribe in the Confirmation Order. The form of the Patient Publication Notice and the manner of its publication shall also be prescribed and approved in the Confirmation Order.

3. Service of Notice on Patients

During the first one hundred eighty (180) days after the publication of the Patient Publication Notice, the Liquidating Trustee shall serve the Patient Records Mail Notice to all Persons on the Patient Records Mailing List. Service of the Patient Records Mail Notice shall be complete upon depositing the same into the United States Mail, postage prepaid, addressed to each recipient at the address reflected on the Patient Records Mailing List.

4. Patient Records Service Provider

The Liquidating Trustee is authorized to engage the Patient Records Service Provider to maintain and store Patient Records and respond to requests for records during the Patient Records Maintenance Period, which services by the Patient Records Service Provider shall comply with the requirements of section 351 of the Bankruptcy Code. The terms and conditions of the retention of the Patient Records Service Provider shall be included in an agreement which shall become part of the Plan Documents.

5. Notice to HHS

After the Patient Publication Notice has been published and the Patient Records Mail Notice provided under the Plan, the Liquidating Trustee shall, at the end of the Patient Records

Maintenance Period, mail, by certified mail, the HHS Records Request requesting permission to deposit with HHS any remaining Patient Records that have not been claimed by an authorized party during the Patient Records Maintenance Period. Thereafter, HHS shall have thirty (30) days to grant or deny the HHS Records Request. If no written response is received by the Liquidating Trustee either granting or denying the HHS Records Request, then the HHS Records Request shall be denied on the thirty-third (33rd) day following the date the Liquidating Trustee mails the HHS Records Request.

6. Destruction of Patient Records

After the Patient Records Maintenance Period has ended, if the HHS Records Request has been denied, any remaining Patient Records that have not been claimed by an authorized party shall be caused to be destroyed by the Liquidating Trustee in accordance with section 351(3) of the Bankruptcy Code. Promptly after the remaining Patient Records have been destroyed, the Liquidating Trustee shall file a notice with the Bankruptcy Court consistent with Bankruptcy Rule 6011 certifying that the remaining Patient Records have been destroyed.

7. Further Orders

The Liquidating Trustee may seek all such other and further orders from the Bankruptcy Court as may be, in the Liquidating Trustee's good faith business opinion, necessary or appropriate to facilitate the administration of the Patient Records.

8. Patient Records Costs

Any Patient Records Costs incurred by the Liquidating Trustee shall be treated and paid as a Trust Expense.

J. Executory Contracts and Unexpired Leases

1. Assumption and Rejection of Executory Contracts

The Plan shall constitute a motion to reject all the Executory Contracts except as expressly set forth in section 12.1 of the Plan. All Executory Contracts of the Debtor shall be deemed as rejected upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is otherwise specifically identified in the Plan or the Confirmation Order to be assumed, or (c) is the subject of a motion to assume or reject filed on or before the Effective Date. The Debtor may file a motion for the assumption or rejection of any Executory Contract at any time through the Effective Date and such motion shall be determined by the Bankruptcy Court thereafter.

2. Cure Payments

Unless the holder of a Cure Claim and the Debtor or Liquidating Trustee agree in writing to other treatment of such holder's Cure Claim, or other treatment of such holder's Cure Claim is otherwise provided for under the Plan, any cure payment which may be required by section 365(b)(1) of the Bankruptcy Code under an Executory Contract that is assumed under the Plan shall be made by the Liquidating Trustee on the Initial Distribution Date. Notwithstanding the foregoing, in the event of a dispute regarding the amount of any Cure Claim, the cure of any other defaults, the provision of adequate assurance of future performance, or any other matter pertaining to assumption, the Liquidating Trustee shall make such cure payments and cure such

other defaults and provide adequate assurance of future performance, all as may be required by section 365(b)(1) of the Bankruptcy Code, following the entry of a Final Order by the Bankruptcy Court resolving such dispute.

3. Bar to Rejection Claims

Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract shall be forever barred and shall not be enforceable against the Liquidating Trust or the Assets unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtor and its bankruptcy counsel, or the Liquidating Trustee and its counsel, as the case may be, by the earlier of thirty (30) days after the Effective Date or thirty (30) days after entry of the Final Order approving rejection of such Executory Contract.

4. Rejection Claims

Any Rejection Claim not barred by section 12.3 of the Plan shall be classified as a Class 1 Claim subject to the provisions of sections 502(b)(6) and 502(g) of the Bankruptcy Code; provided, however, that any Rejection Claim based upon the rejection of an unexpired lease of real property, either prior to the Confirmation Date, upon the entry of the Confirmation Order, or upon the Effective Date, shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. All Rejection Claims shall be deemed as Contested Claims until Allowed. Nothing contained in the Plan shall be deemed as an admission by the Debtor or the Liquidating Trustee that the rejection of any Executory Contract gives rise to or results in a Rejection Claim or shall be deemed as a waiver by the Liquidating Trustee of any objections or defenses to any such Rejection Claim if asserted.

5. Reservation of Rights

Nothing contained in the Plan shall constitute an admission by the Debtor that any contract or lease is in fact an Executory Contract or that the Debtor or Estate has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

K. Conditions Precedent to Confirmation and Effectiveness of Plan

1. Conditions to Confirmation and Effectiveness of Plan

The Plan shall not become effective until the following conditions shall have been satisfied and which may occur concurrently with the Effective Date: (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtor; (b) the Liquidating Trust Agreement has been executed and delivered, (c) the necessary Plan Documents have been executed and delivered, and (d) all other conditions specified by the Debtor have been satisfied.

2. Notice of the Effective Date

On the Effective Date, the CRO or Liquidating Trustee shall cause to be filed with the Court, and served on all Creditors and parties-in-interests, a notice of the Effective Date.

L. Effect of the Confirmation of the Plan

1. Compromise and Settlement

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the classification, potential Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies subject to, or dealt with, under the Plan, including, without limitation, all Claims against the Debtor or Estate arising prior to the Effective Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, fixed or contingent, arising out of, relating to or in connection with the business or affairs of, or transactions with, the Debtor or the Estate. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements embodied in the Plan, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interest of the Debtor, the Debtor's bankruptcy Estate, Creditors and other parties-in-interest, and are fair, equitable and within the range of reasonableness. The rights afforded in the Plan and the treatment of all Claims and Interests therein shall be in exchange for, and in complete satisfaction and release of, all Claims and Interests of any nature whatsoever against and in the Debtor, the Estate, and the Assets. Except as otherwise provided in the Plan, all Persons shall be precluded and forever barred by the Plan Injunction from asserting against the Debtor and its affiliates, successors, assigns, the Estate or the Assets or Liquidating Trustee any event, occurrence, condition, thing, or other or further Claims or causes of action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

2. Discharge

The Plan does not provide for any discharge pursuant to section 1141(d)(3) of the Bankruptcy Code. However, the Plan Injunction shall apply to all holders of Claims and Interests arising or accruing prior to the Effective Date.

3. Plan Injunction

SECTION 14.3 OF THE PLAN IS REFERRED TO AS THE "PLAN INJUNCTION." EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, AS OF THE EFFECTIVE DATE ALL HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE DEBTOR, THE ESTATE OR ANY OF THE ASSETS THAT AROSE PRIOR TO THE EFFECTIVE DATE SHALL BE PERMANENTLY ENJOINED AND PROHIBITED FROM THE FOLLOWING: (i) THE COMMENCING OR CONTINUATION IN ANY MANNER, DIRECTLY OR INDIRECTLY, OF ANY ACTION, CASE, LAWSUIT OR OTHER PROCEEDING OF ANY TYPE OR NATURE AGAINST THE LIQUIDATING TRUSTEE, LIQUIDATING TRUST, TRUST ASSETS, DEBTOR OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST ARISING OR ACCRUING BEFORE THE EFFECTIVE DATE, INCLUDING WITHOUT LIMITATION THE ENTRY OR ENFORCEMENT OF ANY JUDGMENT, OR ANY OTHER ACT FOR THE COLLECTION, EITHER DIRECTLY OR INDIRECTLY, OF ANY CLAIM OR INTEREST AGAINST THE ESTATE, LIQUIDATING TRUSTEE, LIQUIDATING TRUST, DEBTOR OR TRUST ASSETS; (ii) THE CREATION, PERFECTION OR ENFORCEMENT OF ANY LIEN, SECURITY INTEREST, ENCUMBRANCE, RIGHT OR BURDEN, EITHER DIRECTLY OR INDIRECTLY, AGAINST THE LIQUIDATING TRUSTEE, LIQUIDATING TRUST OR ANY

TRUST ASSETS, OR (iii) TAKING ANY ACTION IN RELATION TO THE DEBTOR, ESTATE, LIQUIDATING TRUSTEE, LIQUIDATING TRUST OR THE TRUST ASSETS, EITHER DIRECTLY OR INDIRECTLY, WHICH VIOLATES OR DOES NOT CONFORM OR COMPLY WITH THE PROVISIONS OF THE PLAN APPLICABLE TO SUCH CLAIM OR INTEREST. THE PLAN INJUNCTION SHALL ALSO BE INCORPORATED INTO THE CONFIRMATION ORDER.

4. Setoffs

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable nonbankruptcy law, or as may be agreed to by the holder of a Claim, the Liquidating Trustee may setoff against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before such Distribution is made), any Claims, rights, Estate Claims and Estate Defenses of any nature that the Debtor may hold against the holder of such Allowed Claim, to the extent such Claims, rights, Estate Claims and Estate Defenses against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release of any such Claims, rights, Estate Claims and Estate Defenses that the Estate may possess against such Claimant. In no event shall any Claimant or Interest holder be entitled to setoff any Claim or Interest against any Claim, right, or Estate Claim of the Debtor without the consent of the Debtor or the Liquidating Trustee unless such holder files a motion with the Bankruptcy Court requesting the authority to perform such setoff notwithstanding any indication in any proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

5. Recoupment

Except as otherwise expressly provided for in the Plan, in no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any Claim, right, account receivable, or Estate Claim of the Debtor or the Liquidating Trustee unless (a) such holder actually provides notice thereof in writing to the Debtor or the Liquidating Trustee of its intent to perform a recoupment; (b) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment, and (c) the Debtor or the Liquidating Trustee has provided a written response to such Claim or Interest holder, stating unequivocally that the Debtor or the Liquidating Trustee consents to the requested recoupment. The Debtor and the Liquidating Trustee shall have the right, but not the obligation, to seek an order of the Bankruptcy Court allowing any or all of the proposed recoupment. In the absence of a written response from the Debtor or the Liquidating Trustee consenting to a recoupment or an order of the Bankruptcy Court authorizing a recoupment, no recoupment by the holder of a Claim or Interest shall be allowed.

6. Turnover

On the Effective Date, any rights of the Estate to compel turnover of Assets under applicable nonbankruptcy law and pursuant to section 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in the Liquidating Trust.

7. Automatic Stay

The automatic stay pursuant to section 362 of the Bankruptcy Code, except as

previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtor, the Estate and all Assets. As of the Effective Date, the automatic stay shall be replaced by the Plan Injunction.

M. Jurisdiction of Courts and Modifications to the Plan

1. Retention of Jurisdiction

Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to this Bankruptcy Case and the Plan, to the full extent allowed or permitted by applicable law, including without limitation for the purposes of invoking sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

(a) To hear and determine any and all objections to, or applications or motions concerning, the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Expense;

(b) To hear and determine any and all applications for payment of fees and expenses pursuant to the Plan to any Estate Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of any other fees or expenses authorized to be paid or reimbursed under the Plan, and any and all objections thereto;

(c) To hear and determine pending applications for the rejection, assumption, or assumption and assignment of Executory Contracts and the allowance of Claims resulting therefrom, and to determine the rights of any party in respect to the assumption or rejection of any Executory Contract;

(d) To hear and determine any and all adversary proceedings, applications, or contested matters, including relating to the allowance of any Claim;

(e) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan or Liquidating Trust or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests or disputes relating to any of the Assets or Trust Assets, (ii) the valuation of all Collateral, (iii) the determination of the validity of any Lien or claimed right of offset; and (iv) determinations of Objections to Contested Claims;

(f) To liquidate and administer any disputed, contingent, or unliquidated Claims, including the Allowance of all Contested Claims;

(g) To administer Distributions to holders of Allowed Claims as provided in the Plan or in the Liquidating Trust Agreement;

(h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(i) To consider any modification of the Plan pursuant to section 1127 of the Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation the Confirmation Order;

- (j) To enforce the Plan Injunction against any Person;
- (k) To enter and implement all such orders as may be necessary or appropriate to execute, interpret, construe, implement, consummate, or enforce the terms and conditions of the Plan or the Liquidating Trust Agreement and the transactions required or contemplated pursuant thereto;
- (l) To hear and determine any motion or application which the Liquidating Trustee is required or allowed to commence before the Bankruptcy Court pursuant to the Plan or the Liquidating Trust Agreement;
- (m) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan;
- (n) To determine proceedings pursuant to section 505 of the Bankruptcy Code;
- (o) To enter a Final Decree closing this Bankruptcy Case; and
- (p) To determine any other matter or dispute relating to the Estate, the Assets, the Liquidating Trust or Trust Assets, or the administration of the Trust Assets and the Distribution thereof.

2. Abstention and Other Courts

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to this Bankruptcy Case, Article XV of the Plan shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

3. Non-Material Modifications

The Liquidating Trustee may, with the approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Liquidating Trustee may undertake such nonmaterial modification pursuant to section 15.3 of the Plan insofar as it does not adversely change the treatment of the Claim of any Creditor or the Interest of any Interest holder who has not accepted in writing the modification.

4. Material Modifications

Modifications of the Plan may be proposed in writing by the Debtor at any time before confirmation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code. This Plan may be modified at any time after confirmation and before its Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or

rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

N. Miscellaneous Provisions

1. Severability

Should the Bankruptcy Court determine any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, the Liquidating Trustee may modify the Plan so that any such provision shall not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

2. Oral Agreements; Modification of Plan; Oral Representations or Inducements

The terms of the Plan, Disclosure Statement and Confirmation Order may only be amended in writing and may not be changed, contradicted or varied by any oral statement, agreement, warranty or representation. Neither the Debtor nor its attorneys have made any representation, warranty, promise or inducement relating to the Plan or its confirmation except as expressly set forth in the Plan, the Disclosure Statement, or the Confirmation Order or other order of the Bankruptcy Court.

3. Waiver

The Liquidating Trustee shall not be deemed to have waived any right, power or privilege pursuant to the Plan or Liquidating Trust Agreement unless the waiver is in writing and signed by the Liquidating Trustee. There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by the Liquidating Trustee, of any right pursuant to the Plan, including the provisions of section 16.3 of the Plan. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power or privilege.

4. Compliance with All Applicable Laws

If notified by any governmental authority that it is in violation of any applicable law, rule, regulation, or order of such governmental authority relating to its business, the Liquidating Trustee shall comply with such law, rule, regulation, or order; provided, however, that nothing contained in the Plan shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate reserve has been set aside on the books of the Liquidating Trust.

5. Duties to Creditors

No agent, representative, accountant, financial advisor, attorney, shareholder, officer, affiliate, member or employee of the Debtor shall ever owe any duty to any Person (including any Creditor) other than the duties owed to the Debtor's bankruptcy Estate, for any act, omission, or event in connection with, or arising out of, or relating to, any of the following: (a) the Debtor's Bankruptcy Case, including all matters or actions in connection with or relating to the administration of the Estate, (b) the Plan, including the proposal, negotiation, confirmation

and consummation of the Plan, or (c) any act or omission relating to the administration of the Plan after the Effective Date.

6. Binding Effect

The Plan shall be binding upon, and shall inure to the benefit of the Liquidating Trust, the holders of the Claims or Liens, the holders of Interests, and their respective successors-in-interest and assigns.

7. Governing Law, Interpretation

Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents.

8. Payment of Statutory Fees

All accrued U.S. Trustee Fees shall be paid by the Liquidating Trustee as soon as practicable after the Effective Date, and thereafter shall be paid by the Liquidating Trustee as such statutory fees become due and payable.

9. Filing of Additional Documents

On or before Substantial Consummation of the Plan, the Liquidating Trustee may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

10. Computation of Time

Bankruptcy Rule 9006 shall apply to the calculation of all time periods pursuant to the Plan. If the final day for any Distribution, performance, act or event under the Plan is not a Business Day, then the time for making or performing such Distribution, performance, act or event shall be extended to the next Business Day. Any payment or Distribution required to be made under the Plan on a day other than a Business Day shall be due and payable on the next succeeding Business Day.

11. Elections by the Liquidating Trustee

Any right of election or choice granted to the Liquidating Trustee under the Plan may be exercised, at the Liquidating Trustee's election, separately as to each Claim, Creditor or Person.

12. Release of Liens

Except as otherwise expressly provided in the Plan or the Confirmation Order, all Liens against any of the Assets transferred to the Liquidating Trust shall be deemed to be released, terminated and nullified without the necessity of any order by the Bankruptcy Court other than the Confirmation Order.

13. Rates

The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

14. Compliance with Tax Requirements

In connection with the Plan, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed by federal, state and local Taxing Authorities and all Distributions under the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a Distribution under the Plan shall have the 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 under the Plan.

15. Notice of Entry of Confirmation Order

Promptly after entry of the Confirmation Order, the Debtor, as directed by the Bankruptcy Court in the Confirmation Order, shall serve on all known parties-in-interest and holders of Claims and Interests, notice of entry of the Confirmation Order.

VIII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

THE PLAN AND ITS RELATED TAX CONSEQUENCES ARE COMPLEX. MOREOVER, MANY OF THE INTERNAL REVENUE CODE PROVISIONS DEALING WITH THE FEDERAL INCOME TAX ISSUES ARISING FROM THE PLAN HAVE BEEN THE SUBJECT OF RECENT LEGISLATION AND, AS A RESULT, MAY BE SUBJECT TO AS YET UNKNOWN ADMINISTRATIVE OR JUDICIAL INTERPRETATIONS. THE DEBTOR HAS NOT REQUESTED A RULING FROM THE INTERNAL REVENUE SERVICE (THE "IRS") OR AN OPINION OF COUNSEL WITH RESPECT TO THESE MATTERS. ACCORDINGLY, NO ASSURANCE CAN BE GIVEN AS TO THE INTERPRETATION THAT THE IRS WILL ADOPT. THERE ALSO 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.

IX. CONFIRMATION OF THE PLAN

A. Solicitation of Votes; Voting Procedures

1. Ballots and Voting Deadlines

A Ballot to be used for voting to accept or reject the Plan, together with a postage-paid return envelope, is enclosed with all copies of this Disclosure Statement mailed to all holders of Claims and Interests entitled to vote. BEFORE COMPLETING YOUR BALLOT, PLEASE READ CAREFULLY THE INSTRUCTION SHEET THAT ACCOMPANIES THE BALLOT.

The Bankruptcy Court has directed that, in order to be counted for voting purposes, Ballots for the acceptance or rejection of the Plan must be received no later than **5:00 p.m., Central Time, on April 24, 2017** at the following address:

Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
Attn: Linda Breedlove

YOUR BALLOT MAY NOT BE COUNTED IF IT IS RECEIVED AT THE ABOVE ADDRESS AFTER **5:00 P.M., CENTRAL TIME, ON APRIL 24, 2017.**

2. Parties-in-Interest Entitled to Vote

The holder of a Claim or Interest may vote to accept or reject the Plan only if the Plan impairs the Class in which such Claim or Interest is classified. Under the Plan, all Classes of Claims and Interests are impaired. However, all Interests in the Debtor shall be cancelled as of the Effective Date and holders of Class 4 Interests will receive no Distributions under the Plan. Therefore, Class 4 is deemed to have rejected the Plan and only holders of Claims in Classes 1, 2, and 3 shall be entitled to vote on the Plan.

Any Claim or Interest as to which an Objection has been filed is not entitled to vote unless the Bankruptcy Court, upon application of the holder to whose Claim or Interest an Objection has been made, temporarily allows such Claim or Interest in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Any such application must be heard and determined by the Bankruptcy Court on or before commencement of the Confirmation Hearing. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT COUNSEL FOR THE DEBTOR AT THE FOLLOWING ADDRESS:

J. Robert Forshey
Jeff P. Prostok
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-8855 Telephone
(817) 877-4151 Fax
Email: bforshey@forsheyprostok.com
Email: jprostok@forsheyprostok.com

3. Vote Required for Class Acceptance

The Bankruptcy Code defines acceptance of a plan by a class of claims as acceptance by holders of at least two-thirds in dollar amount, and more than one-half in number, of the claims of that class which actually cast ballots for acceptance or rejection of the plan. Thus, class acceptance takes place only if at least two-thirds in amount and a majority in number of the holders of claims voting cast their ballots in favor of acceptance.

The Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by holders of at least two-thirds in amount of the interests of that class that actually cast ballots for acceptance or rejection of the plan. Thus, class acceptance takes place only if

at least two-thirds in amount of the holders of interests voting cast their ballots in favor of acceptance.

B. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of the Plan. Pursuant to the Solicitation Order, the Confirmation Hearing has been scheduled for **May 1, 2017, at 9:30 a.m. Central Time**, in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement made at the Confirmation Hearing or any adjournment thereof.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan. Any objection to confirmation of the Plan must be made in writing and filed with the Bankruptcy Court on or before **5:00 p.m. (local time) on April 20, 2017**, at the following address:

Office of the Clerk
U.S. Bankruptcy Court
Eldon B. Mahon U.S. Courthouse
501 W. Tenth Street
Fort Worth, TX 76102-3643

In addition, any such objection must be served, together with proof of service, (a) on any parties who have filed notices of appearance and requests for notice in the Bankruptcy Case and (b) upon the following parties on or before **5:00 p.m. (local time) on April 20, 2017**.

J. Robert Forshey
Jeff P. Prostok
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, TX 76102
(817) 877-4151 fax
Email: bforshey@forsheyprostok.com
Email: jprostok@forsheyprostok.com

United States Trustee
Attn: Erin Schmidt, Trial Attorney
1100 Commerce Street, Room 976
Dallas, TX 75242
Email: Erin.Schmidt2@usdoj.gov

Robert M. Hirsh
George P. Angelich
ARENT FOX LLP
1675 Broadway
New York, NY 10019
(212) 484-3990 fax
Email: robert.hirsh@arentfox.com
Email: george.angelich@arentfox.com

Michael D. Warner
COLE SCHOTZ, P.C.
301 Commerce Street, Suite 1700
Fort Worth, TX 76102
(817) 810-5255 fax
Email: mwarner@coleschotz.com

Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Bankruptcy Court must determine whether the Bankruptcy Code's requirements for confirmation of the Plan have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. As set forth in section 1129 of the Bankruptcy Code, these requirements are as follows:

1. The Plan complies with the applicable provisions of the Bankruptcy Code.
2. The proponents of the Plan complied with the applicable provisions of the Bankruptcy Code.
3. The Plan has been proposed in good faith and not by any means forbidden by law.
4. Any payment made or promised by the debtor, by the Plan proponent, or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with, the case, or in connection with the Plan and incident to the case, has been approved by, or is subject to the approval of the Bankruptcy Court as reasonable.
5. (a) (i) The proponent of the Plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under the Plan; and
(ii) the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy; and
(b) the proponent of the Plan has disclosed the identity of any insider that will be employed or retained by the Liquidating Trustee, and the nature of any compensation for such insider.
6. Any governmental regulatory commission with jurisdiction, after confirmation of the Plan, over the rates of the debtor has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval.
7. With respect to each impaired class of claims or interests:
 - (a) each holder of a claim or interest of such class has accepted the Plan or will receive or retain under the Plan on account of such claim or interest property of a value, as of the effective date of the Plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date; or
 - (b) if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, the holder of a claim of such class will receive or retain under the Plan on account of such claim property of a value, as of the effective date of the Plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

8. With respect to each class of claims or interests:

- (a) such class has accepted the Plan; or
- (b) such class is not impaired under the Plan.

9. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Plan provides that:

(a) with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the effective date of the Plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

(b) with respect to a class of claims of a kind specified in section 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy Code, each holder of a claim of such class will receive:

(i) if such class has accepted the Plan, deferred cash payments of a value, as of the effective date of the Plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the Plan, cash on the effective date of the Plan equal to the allowed amount of such claim; and

(c) with respect to a claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim regular installment payments in cash:

(i) of a total value, as of the effective date of the Plan, equal to the allowed amount of such claim;

(ii) over a period ending not later than 5 years after the date of the order for relief under section 301, 302, or 303; and

(iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the Plan (other than cash payments made to a class of creditors under section 1122(b) of the Bankruptcy Code); and

(d) with respect to a secured claim which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8) of the Bankruptcy Code, but for the secured status of that claim, the holder of that claim will receive on account of that claim, cash payments, in the same manner and over the same period, as prescribed in 9(c) above.

10. If a class of claims is impaired under the Plan, at least one class of claims that is impaired has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a claim of such class.

11. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

12. All fees payable under 28 U.S.C. section 1930, as determined by the Bankruptcy Court at the hearing on confirmation of the Plan, have been paid or the Plan provides for the payments of all such fees on the effective date of the Plan.

13. The Plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114, at any time prior to confirmation of the Plan, for the duration of the period the Debtor has obligated itself to provide such benefits.

14. If the debtor is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the debtor has paid all amounts payable under such order or such statute for such obligation that first become payable after the date of the filing of the petition.

15. In a case in which the debtor is an individual and in which the holder of an allowed unsecured claim objects to the confirmation of the Plan:

(a) the value, as of the effective date of the Plan, of the property to be distributed under the Plan on account of such claim is not less than the amount of such claim; or

(b) the value of the property to be distributed under the Plan is not less than the projected disposable income of the debtor (as defined in section 1325(b)(2) of the Bankruptcy Code) to be received during the five year period beginning on the date that the first payment is due under the Plan, or during the period for which the Plan provides payments, whichever is longer.

16. All transfers of property of the Plan shall be made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

The Debtor believes that the Plan satisfies all the statutory requirements of chapter 11 of the Bankruptcy Code, that the Debtor has complied or will have complied with all the requirements of chapter 11, and that the Plan is proposed in good faith.

The Debtor believes that holders of all Allowed Claims and Interests impaired under the Plan will receive payments under the Plan having a present value, as of the Effective Date, not less than the amounts likely to be received if the Debtor were liquidated in a case under Chapter 7 of the Bankruptcy Code. At the Confirmation Hearing, the Bankruptcy Court will determine whether holders of Allowed Claims or Allowed Interests would receive greater Distributions under the Plan than they would receive in a liquidation under Chapter 7.

These facts and others demonstrating the confirmability of the Plan will be shown at the Confirmation Hearing.

D. Cramdown

In the event that any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if, as to each impaired Class which has not accepted the Plan, the Bankruptcy Court determines that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to that Class. A plan of

reorganization “does not discriminate unfairly” within the meaning of the Bankruptcy Code if no class receives more than it is legally entitled to receive for its claims or interests.

“Fair and equitable” has different meanings with respect to the treatment of secured and unsecured claims. As set forth in section 1129(b)(2) of the Bankruptcy Code, those meanings are as follows:

1. With respect to a class of secured claims, the Plan provides:

(a) (i) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and

(ii) that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the Plan, of at least the value of such holder’s interest in the estate’s interest in such property;

(b) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (a) and (b) of this subparagraph; or

(c) the realization by such holders of the “indubitable equivalent” of such claims.

2. With respect to a class of unsecured claims, the Plan provides:

(a) that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the Plan, equal to the allowed amount of such claim; or

(b) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the Plan on account of such junior claim or interest any property, except that in a case in which the debtor is an individual, the debtor may retain property included in the estate under section 1115 of the Bankruptcy Code, subject to the requirements of section 1129(a)(14) of the Bankruptcy Code.

3. With respect to a class of interests, the Plan provides:

(a) that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the Plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled or the value of such interest; or

(b) that the holder of any interest that is junior to the interests of such class will not receive or retain under the Plan on account of such junior interest any property.

In the event that one or more Classes of impaired Claims or Interests reject the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable with respect to, and does not discriminate unfairly against, any rejecting impaired

Class of Claims or Interests. For the reasons set forth above, the Debtor believes the Plan does not discriminate unfairly against, and is fair and equitable with respect to, each impaired Class of Claims or Interests.

X. RISK FACTORS

The following is intended as a summary of certain risks associated with the Plan, but it is not exhaustive and must be supplemented by the analysis and evaluation made by each holder of a Claim or Interest of the Plan and this Disclosure Statement as a whole with such holder's own advisors.

A. Insufficient Acceptances

For the Plan to be confirmed, each impaired Class of Claims is given the opportunity to vote to accept or reject the Plan. With regard to such impaired voting Classes, the Plan will be deemed accepted by a Class of impaired Claims if the Plan is accepted by Claimants of such Class actually voting on the Plan who hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the total Allowed Claims of the Class voted. Only those members of a Class who vote to accept or reject the Plan will be counted for voting purposes. The Debtor reserves the right to request confirmation pursuant to the cramdown provisions in section 1129(b) of the Bankruptcy Code, which will allow confirmation of the Plan regardless of the fact that a particular Class of Claims has not accepted the Plan. However, there can be no assurance that any impaired Class of Claims under the Plan will accept the Plan or that the Debtor would be able to use the cramdown provisions of the Bankruptcy Code for confirmation of the Plan.

B. Confirmation Risks

The following specific risks exist with respect to confirmation of the Plan:

(a) Any objection to confirmation of the Plan can either prevent confirmation of the Plan, or delay such confirmation for a significant period of time.

(b) Since the Debtor may be seeking to obtain approval of the Plan over the rejection of one or more impaired Classes of Claims, the cramdown process could delay confirmation.

C. Conditions Precedent

Confirmation of the Plan and occurrence of the Effective Date are subject to certain conditions precedent that may not occur.

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtor believes the only practical alternative to the Plan, which provides for a liquidation of the Debtor's remaining Assets, is conversion of the Bankruptcy Case to Chapter 7 and liquidation under Chapter 7. The Debtor believes that liquidation through the Plan will provide a greater return to Holders of Allowed Claims than liquidation in a Chapter 7 case.

The Debtor believes that liquidation in a Chapter 7 case would diminish the value to be realized by holders of Allowed Claims because of additional administrative expenses involved in

the appointment of a Chapter 7 trustee or trustees, attorneys, accountants, and other professionals to assist such trustee(s) in the case of Chapter 7 proceedings. The Debtor believes that liquidation in a Chapter 7 case could result in delay of distributions to holders of Allowed Claims as compared to liquidation under the Plan.

XII. CONCLUSION

The Debtor urges holders of Claims in impaired Classes to vote to **ACCEPT** the Plan and to evidence such acceptance by returning their Ballots so that they will be received on or before **5:00 p.m., Central Time, on April 24, 2017.**

[The remainder of this page has been left intentionally blank.]

Dated: March 17, 2017.

Respectfully submitted,

**FOREST PARK MEDICAL CENTER
AT FORTH WORTH, LLC**

By: /s/ Ronald M. Winters
Ronald M. Winters, Chief Restructuring Officer

APPROVED:

/s/ J. Robert Forshey
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ATTORNEYS FOR DEBTOR
AND DEBTOR IN POSSESSION

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Exhibit "A"
to First Amended Disclosure Statement

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:)	Chapter 11 Case
)	
FOREST PARK MEDICAL CENTER AT)	Case No. 16-40198-rfn-11
FORT WORTH, LLC)	
)	
Debtor.)	

**FIRST AMENDED PLAN OF LIQUIDATION FOR
FOREST PARK MEDICAL CENTER AT FORT WORTH, LLC**

Dated: March 17, 2017.

J. Robert Forshey
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COUNSEL FOR THE DEBTOR

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ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

A. Defined Terms.

In addition to such other terms as are defined in other sections of this Plan, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural, masculine and feminine forms of the terms defined).

1.1. “Administrative Bar Date” shall refer to the deadline to file Claims for Allowance as an Administrative Expense set forth in section 3.1(c) of the Plan.

1.2. “Administrative Expense” includes any cost or expense of administration of the Debtor’s chapter 11 case allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the Estate of the Debtor, any actual and necessary expenses of operating the business of the Debtor, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the Estate of the Debtor under section 1930, chapter 123 of title 28 of the United States Code.

1.3. “Advisory Committee” shall refer to the Committee formed after the Effective Date to advise the Liquidating Trustee as set forth in section 6.8 herein.

1.4. “Allow” or “Allowance,” when used with respect to a Claim, shall mean the process of determining whether a Claim is to be Allowed pursuant to this Plan.

1.5. “Allowed,” when used with respect to a Claim (other than an Administrative Expense), means a Claim (a) to the extent it is not Contested; or (b) a Contested Claim, proof of which was filed timely with the Bankruptcy Court, and (i) as to which no Objection was filed by the Objection Deadline, or (ii) as to which an Objection was filed by the Objection Deadline, to the extent, if any, such Claim is ultimately allowed by a Final Order; provided, however, if a Claim is to be determined in a forum other than the Bankruptcy Court, such Claim shall not become Allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court. With respect to an Administrative Expense (other than Ordinary Course Claims), such Claims will be Allowed when a Final Order has been entered by the Bankruptcy Court allowing such Administrative Expense Claim.

1.6. “Assets” includes all right, title, and interest in and to all property of every type or nature owned or claimed by the Debtor or the Estate as of the Effective Date, whether real or personal, tangible or intangible, and wherever located, and including, but not limited to, all property of the Estate as defined in section 541 of the Bankruptcy Code. Without limiting the generality of the foregoing, this shall include all of the following: Estate Claims, Avoidance Actions, Estate Defenses, Estate Cash, Estate Accounts Receivable, Estate Insurance, D&O Claims and Estate Contracts.

1.7. “Avoidance Action” means a cause of action and rights assertable by the Debtor against any Person, including but not limited to any Creditor, pursuant to Chapter 5 of the Bankruptcy Code, including without limitation, actions brought, or which may be brought, under sections 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, and including all causes of action, rights and remedies assertable by the Estate pursuant to section 544 of the Bankruptcy Code.

1.8. "Ballot" means the form of ballot provided to holders of Claims or Interests entitled to vote pursuant to Bankruptcy Rule 3017(d), by which each such holder may accept or reject the Plan.

1.9. "Bankruptcy Case" shall mean Case No. 16-40198-rfn-11 before the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

1.10. "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified at title 11 of the United States Code.

1.11. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

1.12. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, including all applicable local rules of the Bankruptcy Court, and any reference to a specific rule is a "Bankruptcy Rule."

1.13. "Bar Date" is the date established by the Bankruptcy Court, including through any standing order, for filing proofs of Claim or proofs of Interest which, in this Bankruptcy Case, was May 24, 2016; provided, however, that if the Bankruptcy Court has ordered an extension of the time by which a particular Creditor may file a proof of Claim or proof of Interest, the date set with respect to such Creditor shall be the Bar Date with respect to such Creditor, but only as to such Creditor.

1.14. "Beneficiary" shall mean any Person that is the holder of an Allowed Claim entitled to receive Distributions from the Liquidating Trust pursuant to this Plan.

1.15. "Business Day" means any day other than Saturday, Sunday, a legal holiday, or a day on which national banking institutions in Texas are authorized or obligated by law or executive order to close.

1.16. "Cash" shall mean cash and cash equivalents, including funds held in a checking or money market account.

1.17. "Cash Collateral" shall have the same meaning as in section 363(a) of the Bankruptcy Code.

1.18. "Centennial" shall mean Centennial Bank.

1.19. "Centennial Assets" includes all equipment, assets or other property subject to the Centennial Leases.

1.20. "Centennial Leases" shall include all equipment leases to which Centennial and Debtor are parties. Without limiting the generality of the foregoing, this shall include the four (4) equipment leases as to which Centennial is the successor-in-interest to Buccaneer Financial Group, Inc., and which are designated by Centennial, respectively, as lease numbers 234002, 234003, 234004 and 234005.

1.21. "Centennial Property Taxes" shall mean the personal property taxes referred to in the Centennial Stipulation on pages 4 and 5, paragraph J, as the "Personal Property Taxes" which are assessed against the Centennial Assets which are referred to as the "Assets" in the

Centennial Stipulation.

1.22. "Centennial Stipulation" shall mean the *Joint Stipulation and Agreed Order Granting Settlement between the Debtor and Centennial Bank* [Docket no. 371].

1.23. "Claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), disputed, undisputed, legal, equitable, secured or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), disputed, undisputed, secured or unsecured.

1.24. "Claimant" means the holder of a Claim.

1.25. "Class" means a category or group of holders of Claims or Interests as designated in Article II of the Plan.

1.26. "Collateral" means any Asset subject to a valid and enforceable Lien to secure payment of a Claim, including any right of offset asserted against any Asset.

1.27. "Committee" shall mean the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Bankruptcy Case.

1.28. "Company Agreement" shall refer to the *Company Agreement of Forest Park Medical Center at Fort Worth, LLC* dated as of July 1, 2012.

1.29. "Confirmation Date" means the date of entry of the Confirmation Order.

1.30. "Confirmation Hearing" means the hearing, as it may be continued from time-to-time, conducted by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b) to consider confirmation of the Plan, as the same may be amended, modified, or supplemented.

1.31. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

1.32. "Contested," when used with respect to a Claim, means a Claim: (a) that is listed in the Schedules of the Debtor as disputed, contingent, and/or unliquidated, or in the amount of "\$0.00" or "Unknown"; (b) that is listed in the Schedules of the Debtor as undisputed, liquidated, and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; (c) that is not listed in the Schedules of the Debtor, regardless of whether or not a proof of Claim has been filed with the Bankruptcy Court; (d) as to which an Objection has been or may be timely filed and which Claim has not been Allowed by a Final Order; or (e) for which the proof of Claim is filed after the applicable Bar Date; provided, however, that all Class 1, 2, and 3 Claims shall be deemed as Contested until the applicable Objection Deadline has passed. In addition, any Claim which is subject to an Objection or other pleading seeking either subordination (whether equitable or otherwise) or recharacterization of such Claim, including pursuant to section 510(c) of the Bankruptcy Code, shall likewise be deemed to constitute a Contested Claim until such Objection has been resolved by a Final Order.

1.33. "Creditor" shall have the same meaning as in section 101(10) of the Bankruptcy Code.

1.34. "CRO" shall mean the Debtor's Chief Restructuring Officer, Ronald M. Winters, as appointed pursuant to the *Amended Order Approving Application of the Debtor Pursuant to 11 U.S.C. §§ 105(a) and 363(b) to (i) Retain Alvarez & Marsal Healthcare Industry Group, LLC to Provide the Debtor a Chief Restructuring Officer and Certain Additional Personnel and (ii) Designate Ronald Winters as Chief Restructuring Officer for the Debtor Nunc Pro Tunc to the Petition Date* [Docket no. 98].

1.35. "Cure Claim" shall refer to a Claim under section 365(b) of the Bankruptcy Code (a) for the payment or other performance required to cure any existing default under an Executory Contract or (b) for any actual pecuniary loss resulting from any such default under an Executory Contract.

1.36. "D&O Claim" shall mean all Claims and causes of action against the Debtor's current and former officers, directors, managers and members and those acting in concert with any of the foregoing, and specifically including but not limited to all such Claims and causes of action against Vibrant FW, Todd Furniss and Mary Hatcher and anyone acting in concert with any of them. Without limiting the generality of the foregoing, the D&O Claims shall include all claims or causes of action which may be covered by, or insured under, any applicable policy of officers' or directors' liability insurance.

1.37. "Debtor" shall mean Forest Park Medical Center at Fort Worth, LLC, a Texas limited liability company.

1.38. "Disallowed," when used with respect to all or any part of a Claim or Interest, means that portion of a Claim or Interest to which an Objection or motion to disallow has been sustained by a Final Order or, as to any Contested Claim, any portion thereof which is not Allowed by a Final Order of the Bankruptcy Court.

1.39. "Disclosure Statement" means the written statement, as amended, supplemented, or modified from time-to-time, describing the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code and Bankruptcy Rule 3017.

1.40. "Distribution" shall refer to and include any distribution of any property pursuant to this Plan.

1.41. "Effective Date" means the first Business Day which is fourteen (14) days after the Confirmation Date if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay which is at least fourteen (14) Business Days after the Confirmation Date, and upon which all conditions to the effectiveness of the Plan set forth in Article XIII below are satisfied.

1.42. "Equitable Subordination" shall be broadly construed and shall encompass any defense, affirmative defense, right or remedy to equitably subordinate or recharacterize as equity any Claim, including without limitation any such right or remedy pursuant to section 510(c) of the Bankruptcy Code.

1.43. "Estate" shall mean the bankruptcy estate of the Debtor in this Bankruptcy Case.

1.44. "Estate Accounts Receivable" shall include all accounts receivable of the Estate, including from all sums payable to the Debtor by any Patient of the Debtor on account of medical services or goods provided by the Debtor.

1.45. "Estate Cash" shall mean all Cash held by the Estate.

1.46. "Estate Claims" shall include any and all Claims or causes of action or rights of action held by the Estate against any Person, whether based on a contract, applicable tort or common law, or any law, statute or regulation of any governmental body or entity, including without limitation all Avoidance Actions, D&O Claims, causes of action, rights of action or any right to recover money or property from any Person, as well as all legal and equitable rights and remedies incident to any of the forgoing. Estate Claims shall also include all applicable privileges in relation thereto, including the attorney-client privilege and the work product privilege.

1.47. "Estate Contract" shall include all contracts or agreements to which the Estate is a party or beneficiary, including specifically the Forest Park Stipulation, the Centennial Stipulation and the THR Settlement Agreement.

1.48. "Estate Defenses" shall refer to all defenses, affirmative defenses, counterclaims, or rights of offset or recoupment by the Estate against any Person, including without limitation all affirmative defenses referenced in Fed. R. Civ. Pr. 8(c). Estate Defenses shall also include all defenses, affirmative defenses, rights and remedies for Equitable Subordination. Estate Defenses shall also include all applicable privileges with respect thereto, including the attorney-client privilege and work product privilege.

1.49. "Estate Insurance" shall include any insurance policy or interest in an insurance policy in which the Estate has an interest or rights.

1.50. "Executory Contract" shall refer to any executory contract or unexpired lease which is subject to section 365 of the Bankruptcy Code.

1.51. "Estate Professional" means those Persons employed pursuant to an order of the Bankruptcy Court in accordance with sections 327, 328 and 1103 of the Bankruptcy Code or who are entitled to compensation or reimbursement pursuant to sections 503(b)(3)(D) or 506(b) of the Bankruptcy Code.

1.52. "Final Decree" shall mean the decree contemplated under Bankruptcy Rule 3022 closing this Bankruptcy Case.

1.53. "Final Order" means an order or judgment of the Bankruptcy Court or any other court or adjudicative body, as to which the time to appeal or seek rehearing or petition for certiorari shall have expired, and which such order or judgment shall no longer be subject to appeal, rehearing, or certiorari proceeding.

1.54. "FP Equipment Leases" shall include all equipment leases to which either of the FP Equipment Lessors and the Debtor are parties.

1.55. "FP Equipment Lessors" shall mean Forest Park I, LLC and Forest Park II, LLC.

1.56. "FP Lessor Assets" shall include all equipment, inventory or other property

subject to the FP Equipment Leases or the FP Loan Agreements.

1.57. "FP Lessor Property Taxes" shall refer to the personal property taxes referred to in the Forest Park Stipulation on page 7, paragraph M, as the "Subject Personal Property Taxes" assessed against the FP Lessor Assets which are referred to as the "Creditor Party Assets" also at page 7, paragraph M of the Forest Park Stipulation.

1.58. "FP Loan Agreements" shall mean (i) a Loan and Security Agreement dated July 16, 2014 between Forest Park I, LLC and the Debtor, and (ii) a Loan and Security Agreement dated July 16, 2014 between Forest Park II, LLC and the Debtor.

1.59. "FPMC Services" shall mean FPMC Services, LLC.

1.60. "Forest Park Stipulation" shall mean the *Stipulation and Agreed Order Granting Settlement Between the Debtor, Forest Park I LLC, and Forest Park II LLC Regarding: (a) Relief from the Automatic Stay; (b) a Limited Subordination of General Unsecured Claim Recoveries of Forest Park I LLC and Forest Park II LLC; and (c) the Debtor's Claims Against Forest Park I LLC, Forest Park II LLC, and Their Representatives and Affiliates* [Docket No. 357].

1.61. "Forest Park Dallas" shall mean forest Park Medical Center, LLC.

1.62. "General Unsecured Claim" shall mean a Claim which is not a Secured Claim, is not an Administrative Expense and is not entitled to priority of distribution pursuant to section 507 of the Bankruptcy Code, and includes any Rejection Claims pursuant to section 502(g) of the Bankruptcy Code.

1.63. "Governmental Bar Date" shall mean July 9, 2016, the date by which governmental units must file proofs of claim pursuant to section 502(b)(9) and Bankruptcy Rule 3002(c)(1).

1.64. "Governmental Unit" shall have the same meaning as in section 101(27) of the Bankruptcy Code.

1.65. "HHS" shall mean the United States Department of Health and Human Services.

1.66. "HHS Records Request" shall mean the written request to be sent by certified mail to HHS pursuant to section 351(2) of the Bankruptcy Code requesting permission from HHS to deposit the Patient Records with HHS.

1.67. "Initial Distribution Date", when used with respect to any Contested Claim or Rejection Claim, shall mean the later of (i) the first Business Day at least thirty (30) days after the date on which any such Contested Claim or Rejection Claim becomes an Allowed Claim, or (ii) if the payment terms of Article IV of this Plan applicable to each such Claim specify a different date, then the date as calculated pursuant to the terms of Article IV of this Plan applicable to each such Claim. The Initial Distribution Date shall be separately determined with respect to each Contested Claim or Rejection Claim based upon the date each such Claim became an Allowed Claim.

1.68. "Interest" shall mean any interest in the Debtor, including any membership interest in the Debtor. In addition, any Claim which is recharacterized as an equity contribution

shall be treated as an Interest for purposes of this Plan.

1.69. "Insider" means a Person described in section 101(31) of the Bankruptcy Code.

1.70. "Insider Claim" shall mean a General Unsecured Claim held by an Insider, and shall include without limitation any General Unsecured Claims asserted by Vibrant FW and Jefe Plover, including the Jefe Plover Claim.

1.71. "Jefe Plover" shall mean Jefe Plover Interests, LLC, a Texas limited liability company.

1.72. "Jefe Plover Adversary" shall refer to the following adversary proceeding pending before the Bankruptcy Court styled as follows:

Forest Park Medical Center at Fort Worth, LLC v. Jefe Plover Interests, Ltd., Adversary Proceeding No. 16-04002-rfn, filed January 12, 2016.

1.73. "Jefe Plover Claim" shall refer to the Claim by Jefe Plover which is the subject of the Jefe Plover Adversary, including any such Claim pursuant to the Promissory Note dated November 1, 2015 purportedly executed by the Debtor in favor of Jefe Plover in the original principal amount of \$2,550,000.

1.74. "Jefe Plover Lien" shall mean the Lien allegedly securing the Jefe Plover Claim.

1.75. "Jefe Plover Management" shall mean Jefe Plover Management, LLC.

1.76. "Jefe Plover Reserve" shall refer to the Reserve into which any Distributions potentially attributable to the Jefe Plover Claim, to the extent Allowed, shall be deposited pending a final determination of the Allowability of the Jefe Plover Claim.

1.77. "Jefe Plover Summary Judgment" shall mean the Final Summary Judgment [Docket no. 4] entered on January 13, 2017, avoiding the Jefe Plover Lien against the Jefe Plover Accounts, and which was entered in the following adversary proceeding:

Forest Park Medical Center at Fort Worth, LLC v. Jefe Plover Interests, Ltd., Adversary Proceeding No. 17-04005-rfn, filed January 13, 2017.

1.78. "Lien" means any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any Asset, including any right of offset asserted against any Asset.

1.79. "Liquidating Trust" shall mean the trust created pursuant to the Liquidating Trust Agreement attached as **Exhibit "A"** to this Plan.

1.80. "Liquidating Trust Agreement" shall mean the trust agreement creating and governing the Liquidating Trust pursuant to the Liquidating Trust Agreement attached as **Exhibit "A"** to this Plan. The Liquidating Trust Agreement shall constitute one of the Plan Documents.

1.81. "Liquidating Trustee" shall mean the trustee of the Liquidating Trust, with such individual to be chosen by a majority of the Committee prior to the Effective Date as set forth

herein, in his capacity as the Trustee of the Liquidating Trust.

1.82. "Management Services Agreement" shall refer to the *Amended and Restated Hospital Development and Management Services Agreement* dated January 1, 2013, by and among the Debtor, FPMC Services, and Vibrant FW.

1.83. "Objection" includes (a) an objection to the allowance of a Claim interposed by any party entitled to do so within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any Taxing Authority, shall include a proceeding commenced under section 505 of the Bankruptcy Code to determine the legality or amount of any tax. Any pleading seeking to subordinate or recharacterize a Claim shall also constitute an Objection.

1.84. "Objection Deadline" shall mean the later of (a) ninety (90) days following the Effective Date, unless otherwise extended by order of the Bankruptcy Court, or (b) as to any Rejection Claim filed after the Effective Date, ninety (90) days after the date on which the proof of Claim reflecting the Rejection Claim is filed.

1.85. "Patient" shall have the same meaning as in section 101(40A) of the Bankruptcy Code.

1.86. "Patient Matrix" means the Patient Matrix referred to in the *Order Granting Emergency Motion of Debtor (1) to Authorize Certain Procedures to Maintain the Confidentiality of the Patient Information (2) for Authority to File Under Seal Separate Matrix and Schedule F Containing Patient Information, (3) to Modify Notice to Patients, and (4) for Relief from Required Form of Mailing Matrix with Regard to Separate Matrix* [Docket no. 46].

1.87. "Patient Publication Notice" shall mean the notice by publication given to former Patients of the Debtor.

1.88. "Patient Records" shall have the same meaning as in section 101(40B) of the Bankruptcy Code, except that, as used herein, such term shall only refer to those Patient Records that (a) are actually in the possession of the Debtor on the Effective Date, and (b) and which are actually turned over to the Liquidating Trustee on the Effective Date.

1.89. "Patient Records Costs" shall mean any costs reasonably incurred by the Liquidating Trustee in connection with the preservation, maintenance, storage, transfer or destruction of Patient Records, including without limitation all such costs incurred by the Liquidating Trustee in complying with Article XI of this Plan.

1.90. "Patient Records Mail Notice" shall mean notice consistent with Bankruptcy Rule 6011(b), in such form as may be approved by the Bankruptcy Court in the Confirmation Order, to be deposited in the United States Mail, first class, postage prepaid, addressed to all Persons reflected on the Patient Records Mailing List.

1.91. "Patient Records Mailing List" shall mean the Patient Matrix as may be supplemented to reflect the names of the Debtor's Patients between the Petition Date and the Effective Date as derived from the Debtor's electronic billing records to the extent that such electronic records are reasonably available to the Debtor or the Liquidating Trustee.

1.92. "Patient Records Maintenance Period" is the 365-day period identified in section

351(1)(A) of the Bankruptcy Code immediately following the publication of the Patient Publication Notice.

1.93. "Patient Records Service Agreement" shall mean the document approved in form by the Bankruptcy Court pursuant to which the Patient Records Service Provider will maintain and store Patient Records and respond to requests for Patient Records during the Patient Records Maintenance Period consistent with section 351 of the Bankruptcy Code.

1.94. "Patient Records Service Provider" means the third party service provider engaged pursuant to the Patient Records Service Agreement.

1.95. "Person" includes any individual, any type of incorporated or registered business or nonprofit entity, including any corporation, general partnership, limited partnership, limited liability company, limited liability partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental entity or unit, or any political subdivision thereof, or any other entity of every type or nature.

1.96. "Petition Date" means January 10, 2016.

1.97. "Plan" means this First Amended Plan of Liquidation, either in its present form or as it may be altered, amended, modified, or supplemented from time-to-time.

1.98. "Plan Documents" shall refer to the documents that aid in effectuating the Plan as specifically identified as such herein and filed with the Bankruptcy Court as specified in Article I.B. hereof, and shall include without limitation the Liquidating Trust.

1.99. "Priority Claim" means a Claim that is entitled to priority of payment under sections 507(a)(4) through (7) of the Bankruptcy Code.

1.100. "Priority Tax Claim" means a Claim entitled to priority of payment pursuant to section 507(a)(8) of the Bankruptcy Code, other than any Property Tax Claims.

1.101. "PropCo" shall mean FPMC Fort Worth Realty Partners, LP.

1.102. "PropCo Release" shall mean the *Mutual General Release Agreement* dated May 24, 2016 between the Debtor and PropCo pursuant to the THR Settlement Agreement.

1.103. "Property Tax Claim" means a Claim for Property Taxes.

1.104. "Property Taxes" shall mean such taxes assessed by any Taxing Authority against any property of the Debtor based on the value thereof, as allowed by applicable state and local law.

1.105. "Pro Rata Share" shall mean, as to the holder of a specific Claim, the ratio that the amount of such holder's Claim bears to the aggregate amount of all Claims included in the particular Class or category in which such holder's Claim is included.

1.106. "Rejection Claim" means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any Executory Contract.

1.107. "Reserve" or "Reserves" shall mean any reserves set aside by the Liquidating

Trustee pursuant to this Plan or the Liquidating Trust Agreement in order to fund any Distribution or payment pursuant to this Plan.

1.108. "Schedules" means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtor as required by section 521 of the Bankruptcy Code.

1.109. "Secured Claim" shall mean (a) a Claim secured by a Lien against an Asset, to the extent such Lien is valid, perfected and enforceable under applicable non-bankruptcy law and is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law, and which is duly Allowed, but only to the extent that such Claim does not exceed the value of the Assets which the Bankruptcy Court finds are valid security for such Claim (except, if the holder of such Claim makes the election provided for in section 1111(b)(2) of the Bankruptcy Code, the entire amount of the Claim shall be a Secured Claim), and (b) any valid and enforceable right of offset asserted against the Debtor or any Asset.

1.110. "Secured Creditor" shall mean the holder of a Secured Claim.

1.111. "Substantial Consummation" means the day on which the Estate's Assets are transferred into the Liquidating Trust.

1.112. "Taxing Authority" shall include the State of Texas or any subdivision thereof, including without limitation any political subdivision of the State of Texas assessing ad valorem taxes against any of the Assets.

1.113. "THR Settlement Agreement" shall mean the *Mutual Settlement and Release Agreement* executed May 18, 2016 between Texas Health Resources and the Debtor and approved by an *Order Granting Debtor's Motion for Approval of Compromise with Texas Health Resources* [Docket no. 310] entered on May 24, 2016.

1.114. "Trust Assets" shall include all property of every type and nature transferred to, or held by, the Liquidating Trustee as a part of the Liquidating Trust.

1.115. "Trust Expenses" shall mean expenses incurred by the Liquidating Trustee in connection with the administration of the Liquidating Trust including without limitation the fees of the Liquidating Trustee, fees and expenses of Trust Professionals, and any cost or expenses which the Liquidating Trustee believes to be necessary or appropriate to the administration of the Liquidating Trust.

1.116. "Trust Professionals" includes all professionals retained by the Liquidating Trustee, including without limitation legal counsel, accountants and such other advisors or professionals as the Liquidating Trustee may wish to retain.

1.117. "Unclaimed Property" means any Cash, Distribution, payment or any other property unclaimed for a period of one hundred twenty (120) days after the date of the applicable Distribution, or such longer period which the Liquidating Trustee may fix in the exercise of its good faith business judgment.

1.118. "U.S. Trustee" shall mean the office of the U.S. Trustee for Region 6.

1.119. "U.S. Trustee Fees" shall mean the quarterly fees paid to the U.S. Trustee pursuant to 28 U.S.C., section 1930(a)(6).

1.120. "Vibrant Adversary" shall refer to the following adversary proceeding pending before the Bankruptcy Court:

Forest Park Medical Center at Fort Worth, LLC v. Vibrant Healthcare Fort Worth, LLC, Adversary Proceeding No. 16-04055-rfn, filed March 24, 2016 but consolidated under:

Vibrant Healthcare Fort Worth, LLC v. Forest Park Medical Center at Fort Worth, LLC, Adversary Proceeding No. 16-04058-rfn, filed April 6, 2016.

1.121. "Vibrant FW" shall mean Vibrant Healthcare Fort Worth, LLC.

1.122. "Vibrant Holdings" shall mean to Vibrant Healthcare Fort Worth Holdings, LLC.

B. Rules of Interpretation and Construction of Terms

1.123. Unless otherwise specified, all section, Article and exhibit references in this Plan are to the respective section in, Article of, or exhibit to, the Plan as the same may be amended, supplemented, or otherwise modified from time to time. The headings in the Plan are for convenience and reference only and shall not limit or otherwise affect the provisions or the interpretation hereof.

1.124. The words "herein," "hereof," and "hereunder" or other words of similar import shall refer to the Plan as a whole and not to any particular article, section, subsection or clause contained in the Plan, unless the context requires otherwise.

1.125. Whenever from the context it appears appropriate, each term stated in either the singular or plural includes both singular and plural, and pronouns stated in masculine, feminine or neuter form shall include all of the masculine, feminine or neuter form.

1.126. The rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Disclosure Statement, this Plan, the Confirmation Order and all Plan Documents.

1.127. References herein to "after notice and hearing" or other similar language shall have the same meaning as in section 102(1) of the Bankruptcy Code. Otherwise, terms used herein that are not specifically defined herein shall have the meaning ascribed to those terms, if any, in the Bankruptcy Code.

1.128. All Exhibits to the Plan and all Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein. Certain Plan Documents may be filed with the Clerk of the Bankruptcy Court prior to the commencement of the Confirmation Hearing. Holders of Claims and Interests may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address: Forshey & Prostok, LLP, 777 Main Street, Suite 1290, Fort Worth, Texas 76102, Attention: Linda Breedlove; Fax Number (817) 877-4151; email: lbreedlove@forsheyprostok.com.

1.129. Reference herein to any agreement, contract, instrument or other document in this Plan shall refer to such agreement, contract, instrument or document as amended, supplemented or modified.

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

2.1. The following is a designation of the Classes of Claims and Interests pursuant to this Plan. Administrative Expenses and Priority Claims, other than Property Tax Claims, have not been classified, and are excluded from the following Classes in accordance with section 1123(a)(1) of the Bankruptcy Code. A Claim shall be deemed classified in a particular Class only to the extent that the Claim qualifies within the description of that Class. A Claim is included in a particular Class only to the extent that the Claim is an Allowed Claim within that Class.

2.2. Claims and Interests. Allowed Claims and Interests against or in the Debtor are classified under this Plan as follows:

- (a) Class 1 – General Unsecured Claims
- (b) Class 2 – Property Tax Claims
- (c) Class 3 – Insider Claims
- (d) Class 4 - Interests

2.3. Impaired Classes of Claims and Interests. Classes 1, 2, 3, and 4 are impaired.

2.4. Impairment or Classification Controversies. If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSES AND CERTAIN PRIORITY CLAIMS

3.1. Administrative Expenses.

(a) The Liquidating Trustee shall pay, in accordance with the ordinary business terms applicable to each such expense or cost, the reasonable and ordinary expenses incurred in operating the Debtor's business or administering the Estate before the Effective Date ("Ordinary Course Claims"). The remaining provisions of this section 3.1 shall not apply to the Ordinary Course Claims, except that if there is a dispute relating to any such Ordinary Course Claim, the Liquidating Trustee may move the Bankruptcy Court to apply the provisions of Article X below relating to Contested Claims and require the holder of the Contested Ordinary Course Claim to assert such Claim through this Bankruptcy Case.

(b) Each holder of an Allowed Administrative Expense (other than Ordinary Course Claims and Administrative Expense Claims by Estate Professionals), shall receive (i) the amount of such holder's Allowed Administrative Expense in one Cash payment on the later of the Effective Date or the tenth (10th) Business Day after such Administrative Expense becomes an Allowed Administrative Expense, or (ii) such other treatment as may be agreed to in writing by such Administrative Expense Creditor and the Liquidating Trustee, or as otherwise ordered by the Bankruptcy Court.

(c) Unless the Bankruptcy Court orders to the contrary or the Liquidating Trustee

agrees to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by an Estate Professional, an Ordinary Course Claim, or an Administrative Expense which is already Allowed, shall file with the Bankruptcy Court and serve upon the Liquidating Trustee and its counsel a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. This deadline is the Administrative Bar Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) or email address of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to timely and properly file and serve such notice by the Administrative Bar Date shall result in such Claim for an Administrative Expense being forever barred from receiving any Distribution through the Liquidating Trust.

(d) A Claim for an Administrative Expense, for which a proper notice was filed and served under subsection 3.1(c) above, shall become an Allowed Administrative Expense if no Objection is filed within thirty (30) days of the filing and service of such notice. If a timely Objection is filed, the Claim shall become an Allowed Administrative Expense only to the extent allowed by a Final Order.

(e) The procedures contained in subsections 3.1(a), (c) and (d) above shall not apply to Administrative Expense Claims asserted by Estate Professionals, who shall each file and submit an appropriate final fee application to the Bankruptcy Court no later than sixty (60) days after the Effective Date. A Claim for an Administrative Expense by an Estate Professional in respect of which a final fee application has been properly filed and served shall become an Allowed Administrative Expense only to the extent allowed by Final Order and, if so Allowed, shall be paid in accordance with subsection 3.1(b) above. Professional fees and expenses to any Estate Professional incurred on or after the Effective Date may be paid by the Liquidating Trustee without necessity of application to or order by the Bankruptcy Court.

(f) Any Claim by Vibrant FW for an Administrative Expense shall be determined through the Vibrant Adversary and no Distribution shall be made to Vibrant FW on account of an Administrative Expense Claim except based upon a Final Order entered in the Vibrant Adversary, at which time any such Allowed Administrative Expense to Vibrant FW shall be paid in accordance with section 3.1(b) above. The procedures set forth in subsections 3.1(a), (c), (d) and (e) in the provisions of this Article III shall not apply to any Claim by Vibrant FW for an Administrative Expense.

(g) The procedures set forth in subsection 3.1(c) shall apply to any Administrative Expense Claim by FPMC Services and the failure by FPMC Services to timely file an appropriate written Notice of Bar Date by the Administrative Bar Date shall result in any such Claim being forever barred from receiving any distribution through the Liquidating Trust. However, any Claim by FPMC Services for an Administrative Expense shall be deemed for all purposes as Contested and no Distribution shall be made to FPMC Services on account of an Administrative Expense Claim except based upon a Final Order entered by the Bankruptcy Court, at which time any such Allowed Administrative Expense to FPMC Services shall be paid in accordance with section 3.1(b) above.

(h) If the Liquidating Trustee asserts any Estate Claims as counterclaims or defenses to a Claim for an Administrative Expense, the Administrative Expense Claim shall be determined through an adversary proceeding before the Bankruptcy Court. The Bankruptcy Court shall have exclusive jurisdiction to adjudicate and Allow all Claims for any Administrative Expense.

3.2. Priority Claims. All Allowed Priority Claims or Priority Tax Claims shall be paid in full through a single Distribution from the Liquidating Trust no later than sixty (60) days after each such Claim becomes an Allowed Claim.

3.3. Property Tax Claims. Property Tax Claims subject to section 507(a)(8)(B) of the Bankruptcy Code are treated as part of Class 2.

3.4. U.S. Trustee Fees. The Liquidating Trustee shall pay to the U.S. Trustee all unpaid U.S. Trustee Fees due and payable as of the Effective Date as well as all such fees which become due and payable after the Effective Date. Any U.S. Trustee Fees due as of the Effective Date shall be paid in full on the Effective Date or as soon thereafter as is practicable. After the Effective Date, the Liquidating Trustee shall continue to pay the U.S. Trustee Fees as they accrue and become due and payable until the Final Decree is entered and this Bankruptcy Case is closed.

3.5. Governmental Bar Date. The Governmental Bar Date shall apply to all Claims by a Governmental Unit which are not Administrative Expense Claims.

ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS

4.1. Class 1 – General Unsecured Claims. Holders of Allowed Class 1 Claims shall be treated as follows:

(a) Class 1 shall consist of holders of Allowed General Unsecured Claims other than holders of Class 3 Insider Claims.

(b) Unless otherwise provided by order of the Bankruptcy Court, holders of Allowed Class 1 Claims shall receive on account of such Allowed Claims a beneficial interest in the Liquidating Trust. This beneficial interest shall entitle the holders of Allowed Class 1 Claims to receive a Pro Rata Share of any Distribution allocable to holders of Allowed General Unsecured Claims *pari passu* with holders of Allowed Class 3 Insider Claims. Subject to the provisions of Articles VI and VII below and the Liquidating Trust Agreement, holders of Allowed Class 1 Claims will be generally entitled to a Pro Rata Share of Distributions from the Liquidating Trust attributable to holders of Allowed General Unsecured Claims which includes both Allowed Class 1 Claims and Allowed Class 3 Insider Claims, but only after the satisfaction of, or allocation of an appropriate Reserve for, the following: (i) Allowed Administrative Expense Claims and Priority Claims treated under Article III above, (ii) Allowed Class 2 Property Tax Claims, and (iii) Trust Expenses.

(c) Any right by the FP Equipment Lessors to receive any Distribution pursuant to this Plan, including as an Allowed Class 1 Claim, shall be subject to, and limited by, the terms of the Forest Park Stipulation, including the subordination provisions found at pages 5 and 6, paragraph K.b.i. and ii of the Forest Park Stipulation.

(d) Any right by Centennial to receive any Distribution pursuant to this Plan, including as an Allowed Class 1 Claim, shall be subject to, and limited by, the terms of the Centennial Stipulation, including the subordination provisions found at pages 3 and 4, paragraph H.(ii).

(e) In determining the Pro Rata Share of any Distribution to be made to the holders

of any Allowed Class 1 Claims, the Liquidating Trustee shall also take into account any subordination or recharacterization applicable to all or any portion of any Allowed Class 1 Claim and Allowed Class 3 Claim, either by contract or based on an order of the Bankruptcy Court.

4.2. Class 2 - Property Tax Claims.

(a) Holders of Allowed Class 2 Property Tax Claims, other than Taxing Authorities holding Claims based upon the FP Lessor Property Taxes and the Centennial Property Taxes, shall be paid in full through a single Distribution from the Liquidating Trust no later than sixty (60) days after each such Class 2 Claim becomes Allowed. The Liens securing such Class 2 Claims shall remain unimpaired and unaffected until each such Class 2 Claim is paid in full. The treatment of Claims based on the FP Lessor Property Taxes and the Centennial Property Taxes are set forth below.

(b) Pursuant to the Forest Park Stipulation, the FP Equipment Lessors assumed responsibility for the satisfaction of the FP Lessor Property Taxes assessed against FP Lessor Assets. Consequently, no Distribution will be made pursuant to this Plan to any Taxing Authority on account of the FP Lessor Property Taxes.

(c) Pursuant to the Centennial Stipulation, Centennial assumed responsibility for the satisfaction of the Centennial Property Taxes assessed against the Centennial Assets. Consequently, no Distribution shall be made pursuant to this Plan to any Taxing Authority on account of the Centennial Property Taxes.

(d) Each Allowed Class 2 Claim shall bear interest at the rate and in the manner prescribed by applicable state law from the later of the Petition Date or the first day after the last day on which such Property Taxes may be paid without penalty.

4.3. Class 3 – Insider Claims. Holders of Class 3 Insider Claims shall be treated as follows:

(a) Class 3 shall consist of Insider Claims which constitute General Unsecured Claims and shall specifically include any General Unsecured Claim asserted by Jefe Plover, FPMC Services, Vibrant FW, Vibrant Holdings or Forest Park Dallas.

(b) Class 3 Claims shall be divided into two (2) subclasses. Subclass 3A shall consist of all Allowed Class 3 claims which are not subject to Equitable Subordination. Subclass 3B shall consist of all Class 3 claims which are determined by the Bankruptcy Court to be subject to Equitable Subordination. If only a part of a Class 3 Claim is subject to Equitable Subordination, then the portion of such claim subject to Equitable Subordination shall be included in Subclass 3B and the remainder not subject to Equitable Subordination shall be included in Subclass 3A.

(c) All Class 3 Claims (regardless of which subclass) shall be and remain subject to all Estate Defenses and all Estate Claims, both as offsets and for an affirmative recovery against the Holder of any Class 3 Claim.

(d) Unless otherwise provided by order of the Bankruptcy Court, holders of Allowed Subclass 3A Claims shall receive on account of such Allowed Claims a beneficial interest in the Liquidating Trust. This beneficial interest shall entitle the holders of Allowed Subclass 3A Claims to receive a Pro Rata Share of any Distributions on account of Allowed General

Unsecured Claims *pari passu* with holders of Allowed Class 1 Claims. Subject to Articles VI and VII below and the Liquidating Trust Agreement, holders of Allowed Subclass 3A Claims will be generally entitled to a Pro Rata Share of Distributions from the Liquidating Trust attributable to holders of Allowed General Unsecured claims, which includes both Allowed Subclass 3A Claims and Allowed Class 1 Claims, but only after satisfaction of, or allocation of an appropriate Reserve for, the following: (i) Allowed Administrative Expense Claims and Priority Claims treated under Article III above, (ii) Allowed Class 2 Property Tax Claims, and (iii) Trust Expenses.

(e) Unless otherwise provided by Order of the Bankruptcy Court, holders of Subclass 3B claims shall not be entitled to any Distribution from the Liquidating Trust until all Allowed Claims included in Class 1, Class 2 and Subclass 3A have been paid in full.

(f) To the extent that any Claim asserted by Vibrant FW is determined to constitute an Allowed General Unsecured Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of Vibrant FW, the Debtor and Estate reserve for the benefit of the Estate and Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any Claim asserted by Vibrant FW, (ii) all Estate Defenses to any Claim asserted by Vibrant FW, and (iii) all rights and remedies for Equitable Subordination.

(g) To the extent that any Claim asserted by FPMC Services is determined to constitute an Allowed General Unsecured Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of FPMC Services, the Debtor and Estate reserve for the benefit of the Estate and Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any Claim asserted by FPMC Services, (ii) all Estate Defenses to any Claim asserted by FPMC Services, and (iii) all rights and remedies for Equitable Subordination.

(h) To the extent that any Claim asserted by Jefe Plover is determined to constitute an Allowed Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of Jefe Plover, the Debtor and the Estate hereby reserve for the benefit of the Estate and the Liquidating Trust: (i) all Estate Claims both as counterclaims and offsets to any Claim asserted by Jefe Plover; (ii) all Estate Defenses to any Claim asserted by Jefe Plover; and (iii) all rights and remedies for Equitable Subordination.

(i) To the extent that any Claim asserted by Forest Park Dallas is determined to constitute an Allowed General Unsecured Claim, such Allowed Claim shall be treated as a part of Class 3. However, as to any alleged Class 3 Claim in favor of Forest Park Dallas, the Debtor and the Estate hereby reserve for the benefit of the Estate and Liquidating Trust: (i) all Estate Claims both as Counterclaims and offsets to any Claim asserted by Forest Park Dallas, (ii) all Estate Defenses as to any Claim asserted by Forest Park Dallas, and (iii) all rights and remedies for Equitable Subordination.

(j) The Claims asserted by Vibrant FW and Jefe Plover are, or have been, the subject to the Vibrant Adversary and the Jefe Plover Adversary. Similarly, an objection [Docket no. 590] has been filed to the Claim filed by Forest Park Dallas. Consequently, any Claim by Vibrant FW, Jefe Plover or Forest Park Dallas shall be considered as Contested without the necessity of filing any other or further Objection by any Person.

(k) The Liquidating Trustee may establish appropriate Reserves pursuant to section 7.6 as to any Contested Claim included in Class 3.

4.4. Class 4 – Interests. All Interests shall be cancelled as of the Effective Date. Holders of Class 4 Interests will receive no Distributions under the Plan. Class 4 is impaired. Class 4 is also deemed to have rejected the Plan pursuant to section 1126(c) of the Bankruptcy Code.

4.5. PropCo. PropCo shall receive no Distribution pursuant to this Plan. However, the Liquidating Trustee shall be clothed with, and entitled to assert all rights and powers of the Estate or Debtor pursuant to, both the THR Settlement Agreement and the PropCo Release.

4.6. Jefe Plover Secured Claim. Jefe Plover shall not have any Secured Claim against either the Debtor or the Estate. The Jefe Plover Lien has been avoided as a preferential transfer pursuant to the Jefe Plover Summary Judgment which has since become final for all purposes based on Jefe Plover's failure to file any motion for reconsideration or notice of appeal. Likewise, Jefe Plover has no secured interest in the Jefe Plover Account Proceeds which shall not constitute cash collateral as to any Creditor.

4.7. Interest and Attorneys' Fees. The following provisions shall apply to all Allowed Claims:

(a) Interest after the Petition Date shall accrue and be paid on Allowed Claims only to the extent specifically provided for in the Plan or the Confirmation Order; and

(b) Except as specifically provided in the Plan or as expressly ordered by the Bankruptcy Court, no award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim.

ARTICLE V **ACCEPTANCE OR REJECTION OF PLAN**

5.1. Classes Entitled to Vote. Each impaired Class of Claims entitled to vote shall separately vote to accept or reject the Plan. Any unimpaired Class shall not be entitled to vote to accept or reject the Plan. Any unimpaired Class is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

5.2. Class Acceptance Requirement. A Class of Claims shall have accepted the Plan if it is accepted by 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.

5.3. Elimination of Vacant Classes. Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 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.

5.4. Cramdown. This section shall constitute the request by the Plan proponent, pursuant to section 1129(b) of the Bankruptcy Code, for the Bankruptcy Court to confirm this Plan notwithstanding the fact that the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met.

ARTICLE VI
MEANS OF IMPLEMENTATION OF THE PLAN

6.1. Cancellation of Interests. Except as otherwise specifically provided herein, upon the Effective Date: (i) all Interests in the Debtor shall be cancelled; (ii) all obligations or debts of, or Claims against, the Debtor on account of, or based upon, the Interests shall be deemed as cancelled, released and discharged, including all obligations or duties by the Debtor relating to the Interests in either the Debtor's articles of formation or the Company Agreement. Holders of such cancelled Interests are not beneficiaries of the Liquidating Trust.

6.2. Dissolution of Debtor. The Liquidating Trustee shall be responsible for the winding up and dissolution of the Debtor which shall be undertaken as soon as practicable after the Effective Date. The Liquidating Trustee may retain such professionals, consultants or advisors as may be reasonably necessary to seasonably accomplish this task, and all such expenses attributable to the winding up and dissolution of the Debtor shall be treated as Trust Expenses.

6.3. Transfer of Assets. As of the Effective Date, all Assets shall be transferred from the Estate to the Liquidating Trust, including without limitation all Estate Cash, Estate Accounts Receivable, Estate Claims, Estate Defenses, Estate Insurance, D&O Claims and Estate Contracts. After the Effective Date, the Liquidating Trustee may still abandon any Trust Assets which are burdensome or have no or inconsequential value pursuant to section 554 of the Bankruptcy Code. The Assets shall be transferred to, and vested in, the Liquidating Trust free and clear of all Liens, Claims, rights, Interests and charges, except as expressly provided in this Plan.

6.4. Liquidating Trust. The Liquidating Trust shall be created as of the Effective Date in accordance with the terms of this Plan and the Liquidating Trust Agreement. The Debtor and the Estate shall be the settlor of the Liquidating Trust.

6.5. Assumption of Obligation to Make Distributions. The Liquidating Trustee shall be deemed to have assumed the obligation to make all Distributions pursuant to this Plan, including the obligation to make all Distributions on account of Allowed Claims.

6.6. Actions by the Debtor and the Liquidating Trustee to Implement Plan. The entry of the Confirmation Order shall constitute all necessary authorization for the CRO and the Liquidating Trustee to take or cause to be taken all actions necessary or appropriate to consummate, implement or perform all provisions of this Plan on and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including without limitation, (i) all transfers of Assets that are to occur pursuant to the Plan; (ii) the cancellation of Interests and the winding up and dissolution of the Debtor; (iii) the performance of the terms of the Plan and the making of all Distributions required under the Plan; and (iv) subject to the terms of the Plan, entering into any and all transactions, contracts, or arrangements permitted by applicable law, order, rule or regulation.

6.7. Termination of the Committee. The Committee shall terminate on the Effective Date and be relieved of all duties. Notwithstanding the foregoing, if the Effective Date occurs before entry of orders approving the final fee applications of estate professionals, the Committee shall remain and have standing to be heard with respect to such fee applications until there are Final Orders on all such final fee applications.

6.8. Formation of the Post-Effective Date Advisory Committee. The Advisory Committee shall be formed and consist of all current members of the Committee, provided that any member of the Committee may opt out of the Advisory Committee by notifying the Liquidating Trustee in writing within fourteen (14) days of the Effective Date. After the Effective Date, the Advisory Committee shall consult with and advise the Liquidating Trustee with regard to the performance and implementation of this Plan and the Liquidating Trust, all as more specifically set forth in the Liquidating Trust Agreement. In addition, the Advisory Committee shall have standing to appear and be heard on any matter brought before the Bankruptcy Court by any Person in relation to this Plan after the Effective Date. To facilitate this, the Advisory Committee may retain legal counsel to advise the Advisory Committee after such legal counsel shall be paid as a Trust Expense. The members of the Advisory Committee shall be entitled to exculpation as set forth in section 7.11 below and indemnity as set forth in section 7.12 below.

6.9. Duties of Members of Advisory Committee. The Advisory Committee and its members shall owe the same fiduciary duty to the Liquidating Trust and its Beneficiaries as a statutory official creditors' committee owes to the bankruptcy estate and Creditors of a Chapter 11 debtor. However, with respect to such fiduciary duties, and because the Advisory Committee is given only an advisory role, neither the Advisory Committee nor any member thereof shall have any liability for, and are hereby exculpated from, any and all Claims, causes of action and liabilities by or to any Person (including all Beneficiaries of the Liquidating Trust) arising out of the performance of the Advisory Committee's duties pursuant to the Plan, the Liquidating Trust Agreement or any orders of the Bankruptcy Court, except to the extent that any act or omission constitutes bad faith, gross negligence, willful misconduct or actual (as opposed to constructive) fraud. No Beneficiary or holder of any Claim against or Interest in the Debtor shall have any right or standing to pursue any Claim or cause of action against the Advisory Committee or any member thereof or the Advisory Committee's professionals, agents and representatives for taking any action in accordance with, or to implement or enforce the terms of, this Plan, the Liquidating Trust Agreement or any order of the Bankruptcy Court.

6.10. Post-Effective Date Service List. Pleadings filed by any party-in-interest with the Bankruptcy Court after the Effective Date shall be served on the following Persons (collectively the "Service List"): (i) any Person directly affected by the relief sought in the pleading, (ii) the Advisory Committee through legal counsel, (iii) the U.S. Trustee, (iv) parties which have filed a Notice of Appearance in this Bankruptcy Case, and (v) the Liquidating Trustee through legal counsel.

6.11. Section 505 Powers. All rights and powers pursuant to section 505 of the Bankruptcy Code are hereby reserved to the Estate and shall be transferred to, and vested in, the Liquidating Trustee as of the Effective Date.

6.12. Section 510(c) Powers. All rights and powers to seek or exercise any right or remedy of Equitable Subordination or are hereby reserved to the Estate and shall be transferred to, and vested in, the Liquidating Trustee as of the Effective Date as an Estate Defense, including without limitation all rights to seek Equitable Subordination of all or any part of any Claim by Jefe Plover, FPMC Services, Vibrant FW or Vibrant Holdings.

6.13. Section 506(c) Powers. The Estate hereby reserves all rights and powers pursuant to section 506(c) of the Bankruptcy Code, and all such rights shall be specifically transferred to, and vested in, the Liquidating Trustee.

6.14. Plan Injunction. The Liquidating Trustee shall have full power, standing an

authority to enforce the Plan Injunction against any Person, either through an action before the Bankruptcy Court or any other tribunal having appropriate jurisdiction.

ARTICLE VII **THE LIQUIDATING TRUST**

7.1. Appointment of Liquidating Trustee. On or before the Effective Date, the Committee shall choose the Liquidating Trustee by a majority vote of the members of the Committee.

7.2. Creation of Liquidating Trust. On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement which shall be executed on behalf of the Debtor by the CRO and by the Liquidating Trustee to accept the appointment. The Liquidating Trust Agreement shall be in substantially the same form as the attached **Exhibit "A"**. The Liquidating Trust shall not terminate upon the death or incapacity of the Trustee and shall continue until its termination in accordance with the terms of this Plan and the Liquidating Trust Agreement. Reference is here made to the Liquidating Trust Agreement for all purposes which shall constitute an integral part of the Plan.

7.3. Compensation of Liquidating Trustee. The Liquidating Trustee shall be compensated from the Trust Assets in the manner set forth in the Liquidating Trust as a Trust Expense. The Liquidating Trustee shall also be entitled to reimbursement of reasonable and necessary out-of-pocket expenses incurred in the performance of such duties, also as a Trust Expense.

7.4. Trust Assets. The Debtor and Estate shall constitute the settlor of the Liquidating Trust. As of the Effective Date, all Assets shall be transferred to the Liquidating Trust where they will constitute the Trust Assets. The Trust Assets shall encompass all valuable Assets held by the Estate as of the Effective Date and shall specifically include without limitation: (i) all Estate Cash, (ii) all Estate Accounts Receivable, (iii) all Estate Claims, (iv) all Estate Defenses, (v) all rights under Estate Insurance, (vi) all of the Estate's rights under both the Forest Park Stipulation and the Centennial Stipulation, (vii) any Executory Contracts assumed by the Estate, (viii) all of the Estate's rights pursuant to the THR Settlement Agreement and the PropCo Release, (ix) all D&O Claims, (x) all of the Estate's rights under any Estate Contract, and (xi) all Jefe Plover Account Proceeds. To evidence the transfer of the Estate Assets to the Liquidating Trust, the CRO shall, if requested by the Liquidating Trustee, execute on behalf of the Debtor and Estate, as settlor, an Assignment of Trust Assets transferring the Estate Assets to the Liquidating Trust which shall be included among the Plan Documents.

7.5. Distributions from Liquidating Trust. The Liquidating Trustee shall be responsible for making all Distributions from the Liquidating Trust to holders of Allowed Claims pursuant to this Plan. The priority of Distributions from the Liquidating Trust shall be in accordance with the terms of this Plan and the Confirmation Order as follows:

- (a) First, to satisfy Allowed Administrative Expenses and Allowed Priority Claims in accordance with Article III above, including all U.S. Trustee Fees due and owing as of the Effective Date;
- (b) Second, to satisfy holders of Allowed Class 2 Property Tax Claims;
- (c) Third, to pay Trust Expenses; and

(d) Fourth, to make Distributions on a pro rata basis to holders of Allowed Class 1 General Unsecured Claims and Allowed Class 3 Insider Claims.

So long as appropriate Reserves are maintained for the satisfaction of potential Allowed Claims entitled to priority of distribution over holders of Allowed Class 1 and Allowed Class 3 Claims, the Liquidating Trustee may make Distributions to holders of Allowed Class 1 and Class 3 Claims, on a *pari passu* basis between such Classes, from the remaining Trust Assets.

7.6. Reserves. The Liquidating Trustee may estimate and create and set aside Reserves as may be necessary or appropriate, including without limitation the Jefe Plover Reserve, a Claim Reserve on account of Contested Claims, and a reserve for Trust Expenses. The Liquidating Trustee may, but shall not be required to, move the Bankruptcy Court to approve: (a) the amount of, and terms on which, such Reserves shall be held, maintained and disbursed, or (b) the amount and timing of any proposed interim Distribution to holders of Allowed Class 1 and Class 3 Claims. Once appropriate Reserves have been established for potential Claims having a higher priority for receiving Distributions under this Plan, the Liquidating Trustee may make Distributions to holders of Allowed Class 1 and Class 3 Claims. The Liquidating Trustee may elect to seek approval by the Bankruptcy Court for the creation and amount of any Reserves or regarding the amount or timing of any Distribution on account of any Allowed Claims. Except as otherwise expressly provided herein, the Liquidating Trustee, in the exercise of his/her good faith business judgment, may transfer funds out of any of the Reserves as necessary or appropriate. However, the Liquidating Trustee shall not be required to create separate accounts for such Reserves which may be created and memorialized by entries or other accounting methodologies, which may be revised from time-to-time, to enable the Liquidating Trustee to determine the amount of Cash available for Distribution to Beneficiaries of the Liquidating Trust. Subject to any specific deadlines set forth herein, the Liquidating Trustee, shall determine, from time-to-time, in the exercise of the Liquidating Trustee's good faith business judgment: (i) the amount of Cash available for Distribution to Beneficiaries, (ii) the timing of any Distributions to Beneficiaries, and (iii) the amount and creation of any Reserves for Contested Claims or Trust Expenses.

7.7. Trust Expenses. The Liquidating Trustee shall be entitled to pay all Trust Expenses without the necessity of further order of the Bankruptcy Court. Without limiting the generality of the foregoing, the Liquidating Trust may retain, compensate and reimburse Trust Professionals retained by the Liquidating Trust without the necessity of further order of the Bankruptcy Court. However, the Liquidating Trustee shall be entitled, should the Liquidating Trustee so elect, to request the Bankruptcy Court to approve any Trust Expense or the retention of any Trust Professional.

7.8. Powers and Duties of the Liquidating Trustee. The Liquidating Trustee's duties and compensation, to the extent not set forth herein, shall be as set forth in the Liquidating Trust Agreement which shall be one of the Plan Documents. The Liquidating Trustee shall constitute a representative of the Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, and shall be clothed with all powers, rights, duties and responsibilities pursuant to this Plan, the Confirmation Order and the Liquidating Trust Agreement.

7.9. Exercise of Liquidating Trustee's Powers. The Liquidating Trustee shall be entitled to exercise all powers pursuant to this Plan and the Liquidating Trust Agreement, without further order or approval of the Bankruptcy Court except as otherwise expressly provided herein or in the Liquidating Trust Agreement or Confirmation Order.

7.10. Prosecution and Settlement of Estate Claims. Upon the Effective Date, the Liquidating Trustee (a) shall automatically be substituted in place of the Debtor as the party representing the Estate in respect of any pending lawsuit, motion or other pleading pending before the Bankruptcy Court or any other tribunal, and (b) is authorized to file a notice on the docket of adversary proceeding or contested matter pending before the Bankruptcy Court regarding such substitution. The Liquidating Trustee shall have exclusive standing and authority to prosecute, settle or compromise Estate Claims for the benefit of the Liquidating Trust in the manner set forth in this Plan and the Liquidating Trust Agreement. Without limiting the generality of any of the foregoing, and to avoid any doubt, the Liquidating Trustee shall have the standing of an examiner, trustee, receiver, liquidator or rehabilitator of the Debtor and shall have exclusive standing and authority to prosecute, settle or compromise any D&O Claims, all of which shall vest in the Liquidating Trust on the Effective Date.

7.11. Exculpation of Liquidating Trustee. The Liquidating Trustee shall stand in a fiduciary relationship to the Beneficiaries of the Liquidating Trust. In the performance of its duties, the Liquidating Trustee shall be entitled to act, or refrain from acting, based on the exercise of its good faith business judgment. However, the Liquidating Trustee and the members of the Advisory Committee shall be fully exculpated, and shall have no liability for acts or omissions, in the manner and to the extent set forth in the Liquidating Trust Agreement.

7.12. Indemnity. The Liquidating Trust shall indemnify and hold harmless the Liquidating Trustee, the Advisory Committee and each member of the Advisory Committee, in the manner and to the extent set forth in the Liquidating Trust Agreement.

7.13. Resignation of Liquidating Trustee. The Liquidating Trustee may resign as provided in the Liquidating Trust Agreement.

7.14. Replacement of the Liquidating Trustee. The Liquidating Trustee may be replaced in the manner and on the terms as set forth in the Liquidating Trust Agreement.

7.15. Reliance by Liquidating Trustee. In the performance of the duties pursuant to this Plan, the Liquidating Trustee may rely upon any document or instrument which the Liquidating Trustee in good faith believes to be genuine and to have been signed or executed by the proper parties.

7.16. Plan Injunction. The Liquidating Trustee and Liquidating Trust shall be entitled to the full protection and benefit of the Plan Injunction and shall have standing to bring any action or proceeding necessary to enforce the Plan Injunction against any Person.

7.17. Tax Treatment. The Liquidating Trust shall be treated as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations. The Liquidating Trustee shall, in an expeditious but orderly manner, collect, liquidate and convert to Cash all non-cash Trust Assets, and make timely Distributions to Beneficiaries of the Liquidating Trust, and shall not unduly prolong its duration.

7.18. Transfer of Claims. Holders of Allowed Claims against the Liquidating Trust shall not receive any certificate or other document to evidence their beneficial interest in the Liquidating Trust. The transfer of Claims after the Effective Date is subject to section 8.4 of this Plan.

7.19. Construction of Liquidating Trust Documents. This Plan and the Liquidating Trust Agreement shall control over any inconsistent provision of the Disclosure Statement. The

Plan and Confirmation Order shall control over any inconsistent provision of the Liquidating Trust Agreement. The Confirmation Order shall control over any inconsistent provision of the Disclosure Statement, the Liquidating Trust Agreement or this Plan.

7.20. Relief From the Bankruptcy Court. The Liquidating Trustee shall be authorized to seek relief from the Bankruptcy Court or any other tribunal having jurisdiction as to any matter relating or pertaining to the consummation, administration or performance of this Plan, including without limitation seeking any relief from the Bankruptcy Court which the Liquidating Trustee deems necessary or appropriate to the performance of its duties on the administration of this Plan or the liquidation and distribution of the Trust Assets.

7.21. Removal for Cause. The Liquidating Trustee may be removed for cause shown in the manner and on the terms set forth in the Liquidating Trust Agreement.

ARTICLE VIII

PROVISIONS GOVERNING DISTRIBUTION

8.1. Source of Distributions. All Distributions to be made under this Plan shall be made by the Liquidating Trustee in the manner provided in this Plan, Confirmation Order and the Liquidating Trust Agreement.

8.2. Timing and Amount of Distributions. No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in this Plan or otherwise ordered by the Bankruptcy Court. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Except as expressly set forth in the Plan or in the Confirmation Order, the Liquidating Trustee shall, in the exercise of its good faith business judgment, determine the timing and amount of all Distributions which are required to be made under the Plan, consistent with the goal of making such Distributions as expeditiously as reasonably possible. The Liquidating Trustee may, but shall not be required to, seek approval of, or any other appropriate relief from, the Bankruptcy Court with respect to any of such Distributions. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court.

8.3. Means of Cash Payment. Cash payments pursuant to this Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

8.4. Record Date for Distributions. As of the close of business on the Effective Date (the "Distribution Record Date"), the register for Class 1 and Class 3 Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. Although there is no prohibition against the transfer of any Claim by any Creditor, the Liquidating Trustee shall have no obligation to recognize any transfer of any Class 1 or Class 3 Claims or Interests occurring after the Distribution Record Date, and the Liquidating Trustee shall instead be authorized and entitled to recognize and deal for all purposes under this Plan, including for the purpose of making all Distributions, with only those holders of Claims so reflected as of the Distribution Record Date. However, the Liquidating Trustee may, in the exercise of its good faith business judgment, agree to recognize transfers of Class 1 and Class 3 Claims after the Distribution Record Date, but shall have no obligation to do so.

8.5. Delivery of Distributions. All Distributions, deliveries and payments to the holders of any Allowed Class 1, 2, or 3 Claims shall be made to the addresses set forth on the

respective proofs of Claim filed in this Bankruptcy Case by such Claimants or, if the Distribution is to be made based on a Claim reflected as Allowed in the Schedules, at the address reflected in the Schedules. Any such Distribution, delivery or payment shall be deemed as made for all purposes relating to this Plan when deposited in the United States Mail, postage prepaid, addressed as required in the preceding sentence. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until the Liquidating Trustee is notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. However, all notices to the Liquidating Trustee reflecting new or updated addresses for undeliverable Distributions shall be made on or before one hundred twenty (120) days after the date of the attempted Distribution or such longer period as the Liquidating Trustee may fix in the exercise of its sole discretion. After such date, all Unclaimed Property shall revert to the Liquidating Trustee and the Claim of any holder with respect to such property shall be discharged and forever barred.

8.6. W-9 Forms. Each holder of an Allowed Claim must provide a W-9 form or other such necessary information to comply with any withholding requirements of any governmental unit (collectively the "W-9 Form") to the Liquidating Trustee prior to receiving any Distribution from the Liquidating Trust. In the event a holder of an Allowed Claim does not provide a W-9 Form to the Liquidating Trustee within thirty (30) days of the Effective Date, the Liquidating Trustee shall, at an appropriate time, issue a written request to each holder of an Allowed Claim that has not previously provided a W-9 Form to the Liquidating Trustee. The request shall be in writing and shall be delivered to the last address known to the Debtor or Liquidating Trustee, as appropriate. The request shall conspicuously advise and disclose that failure to provide a W-9 Form to the Liquidating Trustee within thirty (30) days shall result in a waiver of any right or rights to a Distribution from the Liquidating Trust. In the event any holder of an Allowed Claim fails to provide the Liquidating Trustee with a W-9 Form within thirty (30) days after the date of written request described herein, then the holder of such Allowed Claim shall be deemed to have waived the right to receive any distribution whatsoever from the Liquidating Trust.

8.7. Time Bar to Cash Payments. Checks issued in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before one hundred twenty (120) days after the date of issuance of such check or such longer period as the Liquidating Trustee may fix. After such date, all Claims in respect of void checks shall be discharged and forever barred.

8.8. Cure Period. Except as otherwise set forth herein, the failure by the Liquidating Trustee to timely perform any term, provision or covenant contained in this Plan, or to make any payment or Distribution required by this Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to this Plan, shall not constitute an event of default unless and until the Liquidating Trustee has been given thirty (30) days written notice of such alleged default in the manner provided in this Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, the Liquidating Trustee shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under this Plan or bringing any action or legal proceeding by any Person to enforce any right granted under this Plan.

8.9. Distributions after Substantial Consummation. All Distributions of any kind made

to any Creditor after Substantial Consummation and any and all other actions taken under this Plan after Substantial Consummation shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

ARTICLE IX

RETENTION OF ESTATE CLAIMS AND ESTATE DEFENSES

9.1. Retention of Estate Claims. Except as otherwise specifically provided in this Plan, pursuant to section 1123(b)(3) of the Bankruptcy Code, all Estate Claims shall be transferred to, and vested in, the Liquidating Trustee, both for purposes of seeking an affirmative recovery against any Person and as an offset or defense against any Claim asserted against the Estate or Liquidating Trust. Without limiting the generality of the foregoing, all applicable legal privileges of the Debtor or Estate, including both the attorney-client privilege and the work product privilege, shall be vested in the Liquidating Trustee who shall be clothed with the sole and exclusive standing and authority to assert any such privilege on behalf of the Debtor, Estate or Liquidating Trust. All Estate Claims shall be deemed to have been transferred to, and vested in, the Liquidating Trustee as of the Effective Date based on the entry of the Confirmation Order.

Without limiting the effectiveness or generality of the foregoing reservation, out of an abundance of caution, the Debtor and the Estate hereby specifically reserve and retain the Estate Claims reflected in the attached **Exhibit "B"**. Reference is here made to **Exhibit "B"** which constitutes an integral part of this Plan. The provisions of this Article of the Plan, as well as the descriptions and disclosures relating to the Estate Claims in the Disclosure Statement, are provided in the interest of providing maximum disclosure of the Estate Claims of which Debtor is presently aware, and shall not act as a limitation on the potential Estate Claims that may exist. It is the specific intention of this Plan that all Avoidance Actions and all associated remedies, and any other causes of action, whether arising before or after the Petition Date, and whether arising under the Bankruptcy Code or applicable state or federal non-bankruptcy laws shall all be retained and preserved under this Plan to be transitioned to, and vested in the Liquidating Trustee. All Estate Claims are retained both as causes of action for an affirmative recovery and as counterclaims and offset to any Claims asserted against the Estate.

9.2. Retention of Estate Defenses. Except as otherwise specifically provided in this Plan, pursuant to section 1123(b)(3) of the Bankruptcy Code, all Estate Defenses shall be transferred to, and vested in, the Liquidating Trustee. For this purpose, all Estate Defenses are hereby reserved and retained by the Debtor and the Estate, including without limitation all such Estate Defenses available to the Estate pursuant to section 558 of the Bankruptcy Code. All Estate Claims shall be deemed as transferred to, and vested in, the Liquidating Trustee as of the Effective Date based on the entry of the Confirmation Order.

9.3. Assertion of Estate Claims and Estate Defenses. The Liquidating Trustee shall have, and be vested with, the exclusive right, authority and standing to assert all Estate Claims and Estate Defenses for the benefit of the Liquidating Trust.

ARTICLE X

PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

10.1. Claims Listed in Schedules as Disputed. Any Claim which is listed in the Schedules as unliquidated, contingent or disputed, and for which no proof of Claim has been

timely filed, shall be considered as Disallowed as of the Effective Date without the necessity of any further action by the Liquidating Trustee or further order of the Bankruptcy Court other than the entry of the Confirmation Order.

10.2. Responsibility for Objecting to Claims and Settlement of Claims. The Liquidating Trustee shall have the exclusive standing and authority to either object to or settle and compromise any Objection to any Claim, including as follows:

(a) From and after the Effective Date, the Liquidating Trustee shall have the sole and exclusive right to (i) file, settle, or litigate to Final Order any Objections to any Claims; and (ii) seek to subordinate any Claim. Any Contested Claim may be litigated to Final Order by the Liquidating Trustee; and

(b) From and after the Effective Date, the Liquidating Trustee shall have the sole and exclusive right to settle, compromise or otherwise resolve any Contested Claim without the necessity of any further notice or approval of the Bankruptcy Court. Bankruptcy Rule 9019 shall not apply to any settlement or compromise of a Contested Claim after the Effective Date.

10.3. Objection Deadline. All Objections to Claims shall be served and filed by the Objection Deadline; provided, however, the Objection Deadline shall not apply to Claims which are not reflected in the claims register, including any alleged informal proofs of Claim. The Liquidating Trustee may seek to extend the Objection Deadline pursuant to a motion filed on or before the then applicable Objection Deadline with respect to any Claim. Any such motion may be granted without notice or a hearing. In the event that the Liquidating Trustee files such a motion and the Bankruptcy Court denies such motion, the Objection Deadline shall nevertheless be automatically extended to that date which is ten (10) Business Days after the date of entry of the Bankruptcy Court's order denying such motion. Any proof of Claim other than one based upon a Rejection Claim and which is filed more than thirty (30) days after the Effective Date shall be of no force and effect and need not be objected to by the Liquidating Trustee. Nothing contained herein shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Objection Deadline.

10.4. Response to Claim Objection. If the Liquidating Trustee files an Objection to any Claim, then the holder of such Claim shall file a written response to such Objection within twenty-four (24) days after the filing and service of the Objection upon the holder of the Contested Claim. Each such Objection shall contain appropriate negative notice advising the Creditor whose Claim is subject to the Objection of the requirement and time period to file a response to such Objection and that, if no response is timely filed to the Objection, the Bankruptcy Court may enter an order that such Claim is Disallowed without further notice or hearing.

10.5. Distributions on Account of Contested Claims. If a Claim is Contested, then the dates for any Distributions as to such Contested Claim shall be determined based upon its date of Allowance, and thereafter Distribution shall be made on account of such Allowed Claim pursuant to the provisions of the Plan. No Distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order Allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and Distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.

10.6. No Waiver of Right to Object. Except as expressly provided in this Plan, nothing

contained in the Disclosure Statement, this Plan, the Confirmation Order or the Liquidating Trust Agreement shall waive, relinquish, release or impair the Liquidating Trustee's right to object to any Claim.

10.7. Offsets and Defenses. The Liquidating Trustee shall be vested with and retain all Estate Claims and Estate Defenses, including without limitation all rights of offset or recoupment and all counterclaims against any Claimant holding a Claim. Assertion of counterclaims by the Liquidating Trustee against any Claim asserted against the Estate or Liquidating Trustee shall constitute "core" proceedings.

10.8. Claims Paid or Reduced Prior to Effective Date. Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtor prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Liquidating Trustee from paying Claims that the Debtor was authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

ARTICLE XI **PATIENT RECORDS**

11.1. Patient Records. Patient Records will be dealt with and administered by the Liquidating Trustee in accordance with the provisions of this Article. The Liquidating Trustee shall have no other or further obligations with respect of the Patient Records except as expressly set forth in this Article. The Liquidating Trustee shall deal with and administer the Patient Records in accordance with section 351 of the Bankruptcy Code in accordance with the provisions set forth in the remainder of this Article.

11.2. Patient Publication Notice. As soon as practicable following the Effective Date, the Liquidating Trustee shall publish the Patient Publication Notice in such newspaper or newspapers as the Bankruptcy Court may prescribe in the Confirmation Order. The form of the Patient Publication Notice and the manner of its publication shall also be prescribed and approved in the Confirmation Order.

11.3. Service of Notice on Patients. During the first one hundred eighty (180) days after the publication of the Patient Publication Notice, the Liquidating Trustee shall serve the Patient Records Mail Notice to all Persons on the Patient Records Mailing List. Service of the Patient Records Mail Notice shall be complete upon depositing the same into the United States Mail, postage prepaid, addressed to each recipient at the address reflected on the Patient Records Mailing List.

11.4. Patient Records Service Provider. The Liquidating Trustee is authorized to engage the Patient Records Service Provider to maintain and store Patient Records and respond to requests for records during the Patient Records Maintenance Period, which services by the Patient Records Service Provider shall comply with the requirements of section 351 of the Bankruptcy Code. The terms and conditions of the retention of the Patient Records Service Provider shall be included in an agreement which shall become part of the Plan Documents.

11.5. Notice to HHS. After the Patient Publication Notice has been published and the Patient Records Mail Notice provided herein, the Liquidating Trustee shall, at the end of the

Patient Records Maintenance Period, mail, by certified mail, the HHS Records Request requesting permission to deposit with HHS any remaining Patient Records that have not been claimed by an authorized party during the Patient Records Maintenance Period. Thereafter, HHS shall have thirty (30) days to grant or deny the HHS Records Request. If no written response is received by the Liquidating Trustee either granting or denying the HHS Records Request, then the HHS Records Request shall be denied on the thirty-third (33rd) day following the date the Liquidating Trustee mails the HHS Records Request.

11.6. Destruction of Patient Records. After the Patient Records Maintenance Period has ended, if the HHS Records Request has been denied, any remaining Patient Records that have not been claimed by an authorized party shall be caused to be destroyed by the Liquidating Trustee in accordance with section 351(3) of the Bankruptcy Code. Promptly after the remaining Patient Records have been destroyed, the Liquidating Trustee shall file a notice with the Bankruptcy Court consistent with Bankruptcy Rule 6011 certifying that the remaining Patient Records have been destroyed.

11.7. Further Orders. The Liquidating Trustee may seek all such other and further orders from the Bankruptcy Court as may be, in the Liquidating Trustee's good faith business opinion, necessary or appropriate to facilitate the administration of the Patient Records.

11.8. Patient Records Costs. Any Patient Records Costs incurred by the Liquidating Trustee shall be treated and paid as a Trust Expense.

ARTICLE XII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1. Assumption and Rejection of Executory Contracts. This Plan shall constitute a motion to reject all Executory Contracts except as expressly set forth in this section. All Executory Contracts of the Debtor shall be deemed as rejected upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is otherwise specifically identified in this Plan or the Confirmation Order to be assumed, or (c) is the subject of a motion to assume or reject filed on or before the Effective Date. The Debtor may file a motion for the assumption or rejection of any Executory Contract at any time through the Effective Date and such motion shall be determined by the Bankruptcy Court thereafter.

12.2. Cure Claim Payments. To the best of the CRO's and Debtor's knowledge, no Cure Claims are expected to exist as of the Effective Date. However, to the extent any Cure Claims exist, they shall be treated as provided in this section. Unless the holder of a Cure Claim and the Debtor or Liquidating Trustee agree in writing to other treatment of such holder's Cure Claim, or other treatment of such holder's Cure Claim is otherwise provided for under the Plan, any cure payment which may be required by section 365(b)(1) of the Bankruptcy Code under an Executory Contract that is assumed under this Plan shall be made by the Liquidating Trustee on the Initial Distribution Date. Notwithstanding the foregoing, in the event of a dispute regarding the amount of any Cure Claim, the cure of any other defaults, the provision of adequate assurance of future performance, or any other matter pertaining to assumption, the Liquidating Trustee shall make such cure payments and cure such other defaults and provide adequate assurance of future performance, all as may be required by section 365(b)(1) of the Bankruptcy Code, following the entry of a Final Order by the Bankruptcy Court resolving such dispute.

12.3. Bar to Rejection Claims. Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract shall be forever barred and shall not be enforceable against the Liquidating Trust or the Assets unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtor and its bankruptcy counsel, or the Liquidating Trustee and its counsel, as the case may be, by the earlier of thirty (30) days after the Effective Date or thirty (30) days after entry of the Final Order approving rejection of such Executory Contract.

12.4. Rejection Claims. Any Rejection Claim not barred by section 12.3 above shall be classified as a Class 1 Claim subject to the provisions of sections 502(b)(6) and 502(g) of the Bankruptcy Code; provided, however, that any Rejection Claim based upon the rejection of an unexpired lease of real property, either prior to the Confirmation Date, upon the entry of the Confirmation Order, or upon the Effective Date, shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. All Rejection Claims shall be deemed as Contested Claims until Allowed. Nothing contained herein shall be deemed as an admission by the Debtor or the Liquidating Trustee that the rejection of any Executory Contract gives rise to or results in a Rejection Claim or shall be deemed as a waiver by the Liquidating Trustee of any objections or defenses to any such Rejection Claim if asserted.

12.5. Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtor that any contract or lease is in fact an Executory Contract or that the Debtor or Estate has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

ARTICLE XIII

CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF PLAN

13.1. Conditions to Confirmation and Effectiveness of Plan. The Plan shall not become effective until the following conditions shall have been satisfied and which may occur concurrently with the Effective Date: (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtor; (b) the Liquidating Trust Agreement has been executed and delivered, (c) the necessary Plan Documents have been executed and delivered, and (d) all other conditions specified by the Debtor have been satisfied.

13.2. Notice of the Effective Date. On the Effective Date, the CRO or Liquidating Trustee shall cause to be filed with the Court, and served on all Creditors and parties-in-interests, a notice of the Effective Date.

ARTICLE XIV

EFFECT OF THE CONFIRMATION OF THE PLAN

14.1. Compromise and Settlement. Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the classification, potential Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests and controversies subject to, or dealt with, under this Plan, including, without limitation, all Claims against the Debtor or Estate arising prior to the Effective Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, fixed or contingent, arising out of, relating to or in connection with the business or affairs of, or transactions with, the Debtor or the Estate. The entry of the Confirmation Order

shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements embodied in this Plan, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interest of the Debtor, the Debtor's bankruptcy Estate, Creditors and other parties-in-interest, and are fair, equitable and within the range of reasonableness. The rights afforded in the Plan and the treatment of all Claims and Interests herein shall be in exchange for, and in complete satisfaction and release of, all Claims and Interests of any nature whatsoever against and in the Debtor, the Estate, and the Assets. Except as otherwise provided herein, all Persons shall be precluded and forever barred by the Plan Injunction from asserting against the Debtor and its affiliates, successors, assigns, the Estate or the Assets or Liquidating Trustee any event, occurrence, condition, thing, or other or further Claims or causes of action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

14.2. Discharge. This Plan does not provide for any discharge pursuant to section 1141(d)(3) of the Bankruptcy Code. However, the Plan Injunction shall apply to all holders of Claims and Interests arising or accruing prior to the Effective Date.

14.3. PLAN INJUNCTION. THIS SECTION IS REFERRED TO HEREIN AS THE "PLAN INJUNCTION." EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, AS OF THE EFFECTIVE DATE ALL HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, THE DEBTOR, THE ESTATE OR ANY OF THE ASSETS THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE HEREBY PERMANENTLY ENJOINED AND PROHIBITED FROM THE FOLLOWING: (i) THE COMMENCING OR CONTINUATION IN ANY MANNER, DIRECTLY OR INDIRECTLY, OF ANY ACTION, CASE, LAWSUIT OR OTHER PROCEEDING OF ANY TYPE OR NATURE AGAINST THE LIQUIDATING TRUSTEE, LIQUIDATING TRUST, TRUST ASSETS, DEBTOR OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST ARISING OR ACCRUING BEFORE THE EFFECTIVE DATE, INCLUDING WITHOUT LIMITATION THE ENTRY OR ENFORCEMENT OF ANY JUDGMENT, OR ANY OTHER ACT FOR THE COLLECTION, EITHER DIRECTLY OR INDIRECTLY, OF ANY CLAIM OR INTEREST AGAINST THE ESTATE, LIQUIDATING TRUSTEE, LIQUIDATING TRUST, DEBTOR OR TRUST ASSETS; (ii) THE CREATION, PERFECTION OR ENFORCEMENT OF ANY LIEN, SECURITY INTEREST, ENCUMBRANCE, RIGHT OR BURDEN, EITHER DIRECTLY OR INDIRECTLY, AGAINST THE LIQUIDATING TRUSTEE, LIQUIDATING TRUST OR ANY TRUST ASSETS, OR (iii) TAKING ANY ACTION IN RELATION TO THE DEBTOR, ESTATE, LIQUIDATING TRUSTEE, LIQUIDATING TRUST OR THE TRUST ASSETS, EITHER DIRECTLY OR INDIRECTLY, WHICH VIOLATES OR DOES NOT CONFORM OR COMPLY WITH THE PROVISIONS OF THIS PLAN APPLICABLE TO SUCH CLAIM OR INTEREST. THE PLAN INJUNCTION SHALL ALSO BE INCORPORATED INTO THE CONFIRMATION ORDER.

14.4. Setoffs. Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable nonbankruptcy law, or as may be agreed to by the holder of a Claim, the Liquidating Trustee may setoff against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before such Distribution is made), any Claims, rights, Estate Claims and Estate Defenses of any nature that the Debtor may hold against the holder of such Allowed Claim, to the extent such Claims, rights, Estate Claims and Estate Defenses against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, however, that neither the failure to effect such a setoff nor the

allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release of any such Claims, rights, Estate Claims and Estate Defenses that the Estate may possess against such Claimant. In no event shall any Claimant or Interest holder be entitled to setoff any Claim or Interest against any Claim, right, or Estate Claim of the Debtor without the consent of the Debtor or the Liquidating Trustee unless such holder files a motion with the Bankruptcy Court requesting the authority to perform such setoff notwithstanding any indication in any proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

14.5. Recoupment. Except as otherwise expressly provided for in the Plan, in no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any Claim, right, account receivable, or Estate Claim of the Debtor or the Liquidating Trustee unless (a) such holder actually provides notice thereof in writing to the Debtor or the Liquidating Trustee of its intent to perform a recoupment; (b) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment, and (c) the Debtor or the Liquidating Trustee has provided a written response to such Claim or Interest holder, stating unequivocally that the Debtor or the Liquidating Trustee consents to the requested recoupment. The Debtor and the Liquidating Trustee shall have the right, but not the obligation, to seek an order of the Bankruptcy Court allowing any or all of the proposed recoupment. In the absence of a written response from the Debtor or the Liquidating Trustee consenting to a recoupment or an order of the Bankruptcy Court authorizing a recoupment, no recoupment by the holder of a Claim or Interest shall be allowed.

14.6. Turnover. On the Effective Date, any rights of the Estate to compel turnover of Assets under applicable nonbankruptcy law and pursuant to section 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in the Liquidating Trust.

14.7. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code, except as previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtor, the Estate and all Assets. As of the Effective Date, the automatic stay shall be replaced by the Plan Injunction.

ARTICLE XV

JURISDICTION OF COURTS AND MODIFICATIONS TO THE PLAN

15.1. Retention of Jurisdiction. Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to this Bankruptcy Case and the Plan, to the full extent allowed or permitted by applicable law, including without limitation for the purposes of invoking sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

(a) To hear and determine any and all objections to, or applications or motions concerning, the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Expense;

(b) To hear and determine any and all applications for payment of fees and expenses pursuant to this Plan to any Estate Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of any other fees or expenses authorized to be paid or reimbursed under this Plan, and any and all objections thereto;

(c) To hear and determine pending applications for the rejection, assumption, or

assumption and assignment of Executory Contracts and the allowance of Claims resulting therefrom, and to determine the rights of any party in respect to the assumption or rejection of any Executory Contract;

(d) To hear and determine any and all adversary proceedings, applications, or contested matters, including relating to the allowance of any Claim;

(e) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan or Liquidating Trust or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests or disputes relating to any of the Assets or Trust Assets, (ii) the valuation of all Collateral, (iii) the determination of the validity of any Lien or claimed right of offset; and (iv) determinations of Objections to Contested Claims;

(f) To liquidate and administer any disputed, contingent, or unliquidated Claims, including the Allowance of all Contested Claims;

(g) To administer Distributions to holders of Allowed Claims as provided herein or in the Liquidating Trust Agreement;

(h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(i) To consider any modification of the Plan pursuant to section 1127 of the Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation the Confirmation Order;

(j) To enforce the Plan Injunction against any Person;

(k) To enter and implement all such orders as may be necessary or appropriate to execute, interpret, construe, implement, consummate, or enforce the terms and conditions of this Plan or the Liquidating Trust Agreement and the transactions required or contemplated pursuant thereto;

(l) To hear and determine any motion or application which the Liquidating Trustee is required or allowed to commence before the Bankruptcy Court pursuant to this Plan or the Liquidating Trust Agreement;

(m) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan;

(n) To determine proceedings pursuant to section 505 of the Bankruptcy Code;

(o) To enter a Final Decree closing this Bankruptcy Case; and

(p) To determine any other matter or dispute relating to the Estate, the Assets, the Liquidating Trust or Trust Assets, or the administration of the Trust Assets and the Distribution thereof.

15.2. Abstention and Other Courts. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to this Bankruptcy Case, this Article of the Plan shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

15.3. Non-Material Modifications. The Liquidating Trustee may, with the approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Liquidating Trustee may undertake such nonmaterial modification pursuant to this section insofar as it does not adversely change the treatment of the Claim of any Creditor or the Interest of any Interest holder who has not accepted in writing the modification.

15.4. Material Modifications. Modifications of this Plan may be proposed in writing by the Debtor at any time before confirmation, provided that this Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code. This Plan may be modified at any time after confirmation and before its Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

16.1. Severability. Should the Bankruptcy Court determine any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, the Liquidating Trustee may modify the Plan so that any such provision shall not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

16.2. Oral Agreements; Modification of Plan; Oral Representations or Inducements. The terms of the Plan, Disclosure Statement and Confirmation Order may only be amended in writing and may not be changed, contradicted or varied by any oral statement, agreement, warranty or representation. Neither the Debtor nor its attorneys have made any representation, warranty, promise or inducement relating to the Plan or its confirmation except as expressly set forth in this Plan, the Disclosure Statement, or the Confirmation Order or other order of the Bankruptcy Court.

16.3. Waiver. The Liquidating Trustee shall not be deemed to have waived any right, power or privilege pursuant to the Plan or Liquidating Trust Agreement unless the waiver is in writing and signed by the Liquidating Trustee. There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by the Liquidating Trustee, of any right pursuant to the Plan, including the provisions of this anti-waiver section. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power or privilege.

16.4. Notice. Any notice or communication required or permitted by the Plan shall be given, made or sent as follows:

(a) If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no proof of Claim, then to the address reflected in the Schedules, or (ii) if the Creditor has filed a proof of Claim, then to the address reflected in the proof of Claim.

(b) If to the Liquidating Trustee, notice shall be sent to the Liquidating Trustee and counsel of record for the Liquidating Trustee as provided in the Liquidating Trust Agreement.

(c) Any Creditor desiring to change its address for the purpose of notice may do so by giving notice to the Liquidating Trustee of its new address in accordance with the terms of this section.

(d) Any notice given, made or sent as set forth above shall be effective upon being (i) deposited in the United States Mail, postage prepaid, addressed to the addressee at the address as set forth above; (ii) delivered by hand or messenger to the addressee at the address set forth above; (iii) telecopied to the addressee as set forth above, with a hard confirmation copy being immediately sent through the United States Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such as FedEx.

16.5. Compliance with All Applicable Laws. If notified by any governmental authority that it is in violation of any applicable law, rule, regulation, or order of such governmental authority relating to its business, the Liquidating Trustee shall comply with such law, rule, regulation, or order; provided, however, that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate Reserve has been set aside on the books of the Liquidating Trust.

16.6. Duties to Creditors. No agent, representative, accountant, financial advisor, attorney, shareholder, officer, affiliate, member or employee of the Debtor shall ever owe any duty to any Person (including any Creditor) other than the duties owed to the Debtor's bankruptcy Estate, for any act, omission, or event in connection with, or arising out of, or relating to, any of the following: (a) the Debtor's Bankruptcy Case, including all matters or actions in connection with or relating to the administration of the Estate, (b) the Plan, including the proposal, negotiation, confirmation and consummation of the Plan, or (c) any act or omission relating to the administration of the Plan after the Effective Date.

16.7. Binding Effect. The Plan shall be binding upon, and shall inure to the benefit of the Liquidating Trust, the holders of the Claims or Liens, the holders of Interests, and their respective successors-in-interest and assigns.

16.8. Governing Law, Interpretation. Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents.

16.9. Payment of Statutory Fees. All accrued U.S. Trustee Fees shall be paid by the Liquidating Trustee as soon as practicable after the Effective Date, and thereafter shall be paid by the Liquidating Trustee as such statutory fees become due and payable.

16.10. Filing of Additional Documents. On or before Substantial Consummation of the Plan, the Liquidating Trustee may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

16.11. Computation of Time. Bankruptcy Rule 9006 shall apply to the calculation of all time periods pursuant to this Plan. If the final day for any Distribution, performance, act or event under the Plan is not a Business Day, then the time for making or performing such Distribution, performance, act or event shall be extended to the next Business Day. Any payment or Distribution required to be made hereunder on a day other than a Business Day shall be due and payable on the next succeeding Business Day.

16.12. Elections by the Liquidating Trustee. Any right of election or choice granted to the Liquidating Trustee under this Plan may be exercised, at the Liquidating Trustee's election, separately as to each Claim, Creditor or Person.

16.13. Release of Liens. Except as otherwise expressly provided in this Plan or the Confirmation Order, all Liens against any of the Assets transferred to the Liquidating Trust shall be deemed to be released, terminated and nullified without the necessity of any order by the Bankruptcy Court other than the Confirmation Order.

16.14. Rates. The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

16.15. Compliance with Tax Requirements. In connection with the Plan, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed by federal, state and local Taxing Authorities and all Distributions under the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a Distribution under the Plan shall have the 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 under the Plan.

16.16. Notice of Entry of Confirmation Order. Promptly after entry of the Confirmation Order, the Debtor, as directed by the Bankruptcy Court in the Confirmation Order, shall serve on all known parties-in-interest and holders of Claims and Interests, notice of entry of the Confirmation Order.

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Dated: March 17, 2017.

Respectfully submitted,

**FOREST PARK MEDICAL CENTER
AT FORT WORTH, LLC**

By: /s/ Ronald M. Winters
Ronald M. Winters, Chief Restructuring Officer

APPROVED:

/s/ J. Robert Forshey
J. Robert Forshey
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COUNSEL FOR THE DEBTOR
FOREST PARK MEDICAL CENTER
AT FORT WORTH, LLC

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EXHIBIT “A”
to
First Amended Plan of Liquidation
LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the “**Liquidating Trust Agreement**”) is made this ____ day of _____, 2017, by and among Forest Park Medical Center at Fort Worth, LLC (the “**Debtor**”), and Clifford Zucker, a partner in CohnReznick Advisory as trustee for the FPMC Fort Worth Liquidating Trust (the “**Liquidating Trustee**”).

RECITALS

WHEREAS, on February 10, 2016, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Texas (the “**Bankruptcy Court**”); and

WHEREAS, the Debtor filed its *Plan of Liquidation for Forest Park Medical Center at Fort Worth* dated February 16, 2017 on February 16, 2017 (as the same may be further modified, amended, and/or supplemented from time to time, the “**Plan**”);¹ and

WHEREAS, on _____, 2017, the Bankruptcy Court entered an order confirming the Plan (the “**Plan Confirmation Order**”); and

WHEREAS, the Plan’s Effective Date occurred on _____, 2017; and

WHEREAS, the Plan contemplates, on the Effective Date, (i) the creation of a liquidating trust (the “Liquidating Trust”) and the creation of the beneficial interests in the Liquidating Trust of holders of Allowed Claims or Allowed Interests entitled to Distributions as described in the Plan (collectively, the “**Beneficiaries**” and each, individually, a “**Beneficiary**”), and (ii) the Liquidating Trust will be vested with all Assets of the Debtor and the Estate as of the Effective Date, including without limitation: (i) all Estate Cash, (ii) all Estate Accounts Receivable, (iii) all Estate Claims, (iv) all Estate Defenses, (v) all rights under Estate Insurance Policies, (vi) all of the Estate’s rights under both the Forest Park Stipulation and the Centennial Stipulation, (vii) any Executory Contracts expressly assumed under the Plan, (viii) all of the Estate’s rights pursuant to the THR Settlement Agreement and the PropCo Settlement Agreement, (ix) all D&O Claims, and (x) all of the Estate’s rights under any Estate Contract (all such Assets vesting in the Liquidating Trust are collectively referred to as the “**Liquidating Trust Assets**”), to be liquidated and distributed to the Beneficiaries, as set forth in the Plan; and

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4, the Liquidating Trust shall be created for the primary purpose of liquidating the Liquidating Trust Assets and for making Distributions in accordance with the Plan and this Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

or business, except only in the event and to the extent necessary to, and consistent with, the liquidating purpose of the Liquidating Trust; and

WHEREAS, the Liquidating Trust is intended to qualify as a grantor trust for U.S. federal income tax purposes under the Internal Revenue Code of 1986, as amended (the “**IRC**”), with the Beneficiaries to be treated as if they had received a distribution from the Estate of an undivided interest in each of the Liquidating Trust Assets (to the extent of the value of their respective share in the applicable assets) and then contributed such interests to the Liquidating Trust, and the Beneficiaries will be treated as the grantors and owners thereof; and

WHEREAS, the Liquidating Trustee has agreed to serve as such upon the terms and subject to the conditions set forth in this Liquidating Trust Agreement.

NOW, THEREFOR, in accordance with the Plan, in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I DECLARATION OF TRUST

1.1 Creation and Purpose of the Liquidating Trust. The Debtor and the Liquidating Trustee hereby create the Liquidating Trust for the primary purpose of liquidating the Liquidating Trust Assets and making Distributions in accordance with the Plan and this Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trust will not be deemed a successor-in-interest of the Estate for any purpose other than as specifically set forth in the Plan and this Liquidating Trust Agreement.

1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Debtor and the Liquidating Trustee have executed this Liquidating Trust Agreement and, effective on the Effective Date, hereby irrevocably transfer to the Liquidating Trust all of the right, title, and interests of the Debtor in and to the Liquidating Trust Assets, to have and to hold unto the Liquidating Trust and its successors and assigns forever, under and subject to the terms of the Plan and the Plan Confirmation Order, for the benefit of the Beneficiaries (to the extent of their respective legal entitlements) and their successors and assigns as provided for in this Liquidating Trust Agreement and in the Plan and Plan Confirmation Order.

1.3 Vesting of Estate Assets. On the Effective Date, pursuant to the terms of the Plan and Sections 1123, 1141 and 1146(a) of the Bankruptcy Code, all Liquidating Trust Assets shall be vested in the Liquidating Trust, which also shall be authorized to obtain, liquidate, and collect all of the Liquidating Trust Assets not in its possession and pursue all of the Estate Claims that constitute Liquidating Trust Assets under the Plan; provided, however, that the Liquidating Trustee may abandon or otherwise not accept any Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, to have no value to, or will be unduly burdensome to, the

Liquidating Trust. Any Liquidating Trust Assets that the Liquidating Trustee so abandons or otherwise does not accept shall not be property of the Liquidating Trust. In addition, on the Effective Date, the Liquidating Trust shall (a) take possession of all books, records, and files of the Debtor and the Estate and (b) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with this Liquidating Trust Agreement, that retention of same is no longer necessary or beneficial. Subject to the provisions of the Plan, all Liquidating Trust Assets shall be delivered to the Liquidating Trust free and clear of all Liens, Claims, and Interests except as otherwise specifically provided in the Plan or in the Plan Confirmation Order.

1.4 Acceptance by Liquidating Trustee. The Liquidating Trustee hereby accepts the trust imposed under this Liquidating Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Liquidating Trust Agreement, the Plan, and the Plan Confirmation Order. In connection with and in furtherance of the purposes of the Liquidating Trust, the Liquidating Trustee hereby accepts the transfer of the Liquidating Trust Assets.

1.5 Name of the Liquidating Trust. The Liquidating Trust established hereby shall be known as the "**FPMC Fort Worth Liquidating Trust**" (the "**Liquidating Trust**").

ARTICLE II THE LIQUIDATING TRUSTEE

2.1 Appointment. In accordance with the Plan, the Creditors' Committee has selected Clifford Zucker a partner in CohnReznick Advisory as the Liquidating Trustee for the Liquidating Trust. The Liquidating Trustee's appointment shall be effective as of the Effective Date and continue until the earlier of (a) the termination of the Liquidating Trust or (b) the Liquidating Trustee's resignation, death, or removal.

2.2 General Powers. The Liquidating Trustee shall be the exclusive trustee of the Liquidating Trust and the Liquidating Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The Liquidating Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the Liquidating Trust under the Plan, the Plan Confirmation Order, this Liquidating Trust Agreement, and any other agreement entered into pursuant to or in connection with the Plan. Except as otherwise provided in this Liquidating Trust Agreement, the Plan, or the Plan Confirmation Order, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the business of the Liquidating Trust. No person dealing with the Liquidating Trust shall be obligated to inquire into the Liquidating Trustee's authority in connection with the acquisition, management, or disposition of Liquidating Trust Assets. Without limiting the foregoing, but subject to the Plan, the Plan Confirmation Order, and other provisions of this Liquidating Trust Agreement, the Liquidating Trustee shall be expressly authorized to, with respect to the Liquidating Trust and the Liquidating Trust Assets:

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all

actions that may be or could have been taken with respect to the Liquidating Trust Assets by any officer, partner, agent, representative, or other party acting in the name of the Debtor or the Estate with like effect as if duly authorized, exercised, and taken by action of such officer, partner, agent, representative, or other party under Sections 704 and 1106 of the Bankruptcy Code as the Debtor's representative appointed for such purpose pursuant to Section 1123(b)(3) of the Bankruptcy Code.

(b) Open and maintain bank accounts on behalf of or in the name of the Liquidating Trust, take and exercise ownership and control over any existing debtor in possession bank accounts, calculate and make Distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the Liquidating Trust.

(c) Receive, manage, invest, supervise, and protect the Liquidating Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all Liquidating Trust Assets.

(e) Subject to the applicable provisions of the Plan, collect and liquidate all Liquidating Trust Assets pursuant to the Plan.

(f) Review and, where appropriate, object to Claims and supervise and administer the resolution, settlement, and payment of all Claims and Interests and Distributions to the Beneficiaries in accordance with this Liquidating Trust Agreement, the Plan, and the Plan Confirmation Order.

(g) Subject to Section 3.2 of this Liquidating Trust Agreement and the applicable provisions of the Plan, investigate, prosecute, compromise, and settle all Estate Claims vested in the Liquidating Trust.

(h) (i) Seek a determination of tax liability under section 505 of the Bankruptcy Code, (ii) file any and all tax and information returns required with respect to the Debtor and the Liquidating Trust, (iii) make tax elections for and on behalf of the Debtor and the Liquidating Trust, and (iv) pay taxes or other obligations incurred by the Liquidating Trust.

(i) Calculate and implement Distributions to applicable Beneficiaries as provided for, or contemplated by, the Plan, the Plan Confirmation Order, and this Liquidating Trust Agreement.

(j) Withhold from the amount distributable to any person such amount as may be sufficient to pay any tax or other charge which the Liquidating Trustee has determined, in its sole discretion, may be required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision of either.

(k) Enter into any agreement or execute any document required by or consistent with the Plan, the Plan Confirmation Order, or this Liquidating Trust Agreement and perform all obligations thereunder.

(l) Purchase and carry any insurance policies and pay any insurance premiums and costs that the Liquidating Trustee deems reasonably necessary or advisable.

(m) Retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution, and distribution of the Liquidating Trust Assets.

(n) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Liquidating Trust Agreement.

(o) Resolve issues involving Claims and Interests in accordance with the Plan, including the power to file, prosecute, settle or otherwise resolve objections Claims, and to subordinate and recharacterize Claims by objection, motion, or adversary proceeding.

(p) Undertake all administrative functions of the Bankruptcy Case, including the payment of fees payable to the Office of the United States Trustee and the ultimate closing of the Bankruptcy Case.

(q) Appear and participate in any proceeding before the Bankruptcy Court or any other court with proper jurisdiction with respect to any matter regarding or relating to this Liquidating Trust Agreement, the Plan, the Confirmation Order, Liquidating Trust, or the Liquidating Trust Assets; and

(r) Take all other actions consistent with the provisions of the Plan that the Liquidating Trustee deems reasonably necessary or desirable to administer the Plan.

2.3 Limitations on the Liquidating Trustee. Notwithstanding anything under applicable law, this Liquidating Trust Agreement, or the Plan to the contrary, the Liquidating Trustee shall not do or undertake any of the following:

(a) Take any action that would jeopardize treatment of the Liquidating Trust as a “liquidating trust” for federal income tax purposes.

(b) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or other temporary liquid investments, such as short term certificates of deposit or Treasury bills or other investments that a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any Internal Revenue Service (“**IRS**”) guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements, or otherwise.

(c) Receive or retain any operating assets of a going concern business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Plan Confirmation Order; provided, however, that in no event shall the Liquidating Trustee receive or retain any such asset or interest that would jeopardize treatment of the Liquidating Trust as a “liquidating trust” for federal income tax purposes.

2.4 Compensation of the Liquidating Trustee. The Liquidating Trustee shall be entitled to receive reimbursement of reasonable, actual and necessary costs, fees (including attorneys' fees) and expenses incurred by the Liquidating Trustee in connection with the performance of his duties hereunder, and compensation in accordance with the market rates generally charged by the Trustee for his services, discounted by ten percent (10%). The Liquidating Trustee's current billing rate for the services to be rendered is \$775 per hour (prior to the 10% discount), for a discounted hourly rate of \$697.50 per hour for this engagement. In the normal course of business, the Liquidating Trustee revises his hourly rates on February 1 of each year.

2.5 Reimbursements. The Liquidating Trustee, any agents or consultants employed pursuant to this Liquidating Trust Agreement, and any professionals or representatives retained by the Liquidating Trust shall be reimbursed from the Liquidating Trust Assets for all reasonable out-of-pocket expenses incurred in the performance of their duties hereunder in addition to any compensation received.

2.6 Liquidating Trust Operating Expenses. The Liquidating Trust Assets will be used to pay all liabilities, costs and expenses of the Liquidating Trust, including compensation then due and payable to the Liquidating Trustee, his agents, representatives, professionals and employees and all costs, expenses, and liabilities incurred by the Liquidating Trustee in connection with the performance of his duties. The reasonable fees and expenses of the Liquidating Trustee and his counsel and agents will be paid out of the Liquidating Trust Assets, without need of Bankruptcy Court approval.

2.7 Investments. The Liquidating Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by Section 345 of the Bankruptcy Code or in other prudent investments, provided, however, that such investments are permitted to be made by a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

2.8 Replacement of the Liquidating Trustee. The Liquidating Trustee shall be subject to removal only by the Bankruptcy Court upon application or motion by a Beneficiary of the Liquidating Trust, after notice and a hearing, and for cause shown, including (a) the willful and continued refusal by the Liquidating Trustee to perform its duties under the Plan and this Liquidating Trust Agreement, and (b) gross negligence, willful misconduct, fraud, embezzlement, or theft. The Liquidating Trustee may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court, provided that such resignation shall become effective only upon the appointment of a permanent or interim successor Liquidating Trustee. In the event of the resignation or removal of the Liquidating Trustee, the successor Liquidating Trustee shall be appointed by the Bankruptcy Court, after notice and a hearing, upon request and based upon submissions from interested parties (including any Beneficiary). Upon its appointment, the successor Liquidating Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Liquidating Trustee relating to the Liquidating Trust shall be terminated; provided, however, that the original Liquidating Trustee's right to indemnification shall survive termination and are subject to the provisions of Article IV hereof.

2.9 Liquidating Trust Continuance. The death, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency created by the Liquidating Trustee pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee, and the successor Liquidating Trustee agrees that the provisions of this Liquidating Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidating Trustee and all its successors or assigns.

ARTICLE III PROSECUTION AND RESOLUTION OF ESTATE CLAIMS

3.1 The Liquidating Trust's Exclusive Authority to Pursue, Settle, or Abandon Estate Claims. In accordance with Sections 7.10 and 9.3 of the Plan, from and after the Effective Date, prosecution and settlement of all Estate Claims transferred to the Liquidating Trust shall be the sole responsibility of the Liquidating Trust. From and after the Effective Date, the Liquidating Trust shall have exclusive rights, powers, and interests of the Estate to pursue, settle, or abandon such Estate Claims as the sole representative of the Estate pursuant to section 1123(b)(3) of the Bankruptcy Code. All Estate Claims that are not expressly released or waived under the Plan are reserved and preserved and vest in the Liquidating Trust in accordance with the Plan. No Person may rely on the absence of a specific reference in the Plan to a cause of action against it as any indication that the Debtor or Liquidating Trustee will not pursue any and all available Estate Claims against such Person. The Liquidating Trustee expressly reserves all Estate Claims, except for any Estate Claims against any Person that are expressly released or waived under the Plan, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Estate Claims upon, after, or as a consequence of confirmation or consummation of the Plan.

3.2 Settlement of Estate Claims. The Liquidating Trustee, and in accordance with the provisions of the Plan, shall have standing, authority, power, and right to assert, prosecute, and/or settle the Estate Claims, including making a claim under the D&O Policies, employment practices liability, or fiduciary liability insurance policies based upon its powers as a bankruptcy-appointed representative of the Debtor's Estate with the same or similar abilities possessed by insolvency trustees, receivers, examiners, conservators, liquidators, rehabilitators, or similar officials. Without limiting the generality of any of the foregoing, and to avoid any doubt, the Liquidating Trustee shall have standing of an examiner, trustee, receiver, liquidator or rehabilitator of the Debtor and shall have exclusive standing and authority to prosecute, settle or compromise any D&O Claims.

3.3 Preservation of Right to Conduct Investigations. Any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 held by the Debtor prior to the Effective Date shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust.

3.4 Privilege. Solely with respect to carrying out the Liquidating Trust's functions, the attorney-client privilege, work product doctrine or other privileges or immunities inuring to the benefit of the Debtor or the Committee, as applicable, or attaching to documents or communications of the Debtor or the Committee, as applicable, shall be transferred to the

Liquidating Trust. The Liquidating Trustee is authorized to assert or waive any such privilege or doctrine, as necessary or appropriate for the administration of the Liquidating Trust.

ARTICLE IV LIABILITY OF LIQUIDATING TRUSTEE

4.1 Standard of Care; Exculpation. Neither the Liquidating Trustee nor any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee shall be liable for losses, claims, damages, liabilities, or expenses in connection with the affairs or property of the Liquidating Trust to any Beneficiary of the Liquidating Trust, or any other person, for the acts or omissions of the Liquidating Trustee; provided, however, that the foregoing limitation shall not apply as to any particular person or entity as to any losses, claims, damages, liabilities, or expenses suffered or incurred by any Beneficiary that are found by a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such person or entity. Every act done, power exercised, or obligation assumed by the Liquidating Trust, the Liquidating Trustee, or any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trust pursuant to the provisions of this Liquidating Trust Agreement or the Plan shall be held to be done, exercised, or assumed, as the case may be, by the Liquidating Trust, the Liquidating Trustee, or any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trust acting for and on behalf of the Liquidating Trust and not otherwise; provided however, that none of the foregoing entities or persons are deemed to be responsible for any other such entities' or persons' actions or inactions outside of the scope of the authority provided by the Liquidating Trust. Except as provided in the proviso of the first sentence of this Section 4.1 with respect to any Beneficiary, every person, firm, corporation, or other entity contracting or otherwise dealing with or having any relationship with the Liquidating Trust, the Liquidating Trustee, or any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trust shall have recourse only to the Liquidating Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings, or relationships and the Liquidating Trust, the Liquidating Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee shall not be individually liable therefor.

4.2 Indemnification.

(a) Except as otherwise set forth in the Plan or Plan Confirmation Order, the Liquidating Trustee, and any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**"), shall be defended, held harmless, and indemnified from time to time by the Liquidating Trust against any and all losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims that the Liquidating Trustee or his or her professionals may incur or sustain by reason of being or having been a Liquidating Trustee or professionals of the Liquidating Trustee for performing any functions incidental to such service; provided, however, such indemnity shall not apply to any such loss, liability, expense, damages, tax, suit, or claim to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the bad faith, willful misconduct, reckless disregard of duty, criminal conduct, gross negligence, fraud, or self-dealing

of such person or entity. Satisfaction of any obligation of the Liquidating Trust arising pursuant to the terms of this Section shall be payable only from the Liquidating Trust Assets, may be advanced prior to the conclusion of such matter, and such right to payment shall be prior and superior to any other rights to receive a Distribution of the Liquidating Trust Assets.

(b) The Liquidating Trust shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding, or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with the Liquidating Trust Agreement or the duties, acts, or omissions of the Liquidating Trustee, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Liquidating Trust hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Liquidating Trust Agreement.

4.3 No Liability for Acts of Successor/Predecessor Liquidating Trustees. Upon the appointment of a successor Liquidating Trustee and the delivery of the Liquidating Trust Assets to the successor Liquidating Trustee, the predecessor Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Liquidating Trustee shall have no further liability or responsibility with respect thereto. A successor Liquidating Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidating Trustee unless a successor Liquidating Trustee expressly assumes such responsibility. A predecessor Liquidating Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Liquidating Trustee for any events or occurrences subsequent to the cessation of its role as Liquidating Trustee.

4.4 Reliance by Liquidating Trustee on Documents or Advice of Counsel. Except as otherwise provided in this Liquidating Trust Agreement, the Liquidating Trustee and any affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee may rely, and shall be protected from liability for acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Liquidating Trustee to be genuine and to have been presented by an authorized party. The Liquidating Trustee shall not be liable for any action taken or suffered by the Liquidating Trustee in reasonable reliance upon the advice of counsel or other professionals engaged by the Liquidating Trustee in accordance with this Liquidating Trust Agreement.

4.5 Insurance. All of the Debtor's rights and their Estate's rights under any Insurance Policy to which the Debtor and/or the Debtor's Estate may be beneficiaries shall vest with the Liquidating Trust for the benefit of the Beneficiaries of the Liquidating Trust and all of the beneficiaries of such policies. The Liquidating Trust may purchase, using Liquidating Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any liabilities, losses, damages, claims, costs, and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its

actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Liquidating Trust Agreement.

ARTICLE V
GENERAL PROVISIONS CONCERNING
ADMINISTRATION OF THE LIQUIDATING TRUST

5.1 Register of Beneficiaries. The Liquidating Trust shall maintain at all times a register of the names, Distribution addresses, amounts of Allowed Claims and the ratable interests in the Liquidating Trust of the Beneficiaries (the “**Register**”). The Liquidating Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the Liquidating Trustee from time to time.

5.2 Books and Records. On the Effective Date, the Liquidating Trust shall: (a) take possession of all books, records, and files of the Debtor and the Estate; and (b) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with the Liquidating Trust Agreement, that retention of same is no longer necessary or beneficial. The Liquidating Trust shall maintain in respect of the Liquidating Trust and the Beneficiaries books and records relating to the Liquidating Trust Assets and income realized therefrom and the payment of expenses of and claims against or assumed by the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof.

5.3 Quarterly Reporting Obligations to Bankruptcy Court and Payment of Statutory Fees. In no event later than thirty (30) Business Days after the end of the first full quarter following the Effective Date and on a quarterly basis thereafter until all Cash in the Liquidating Trust has been released or paid out in accordance with the Plan and this Liquidating Trust Agreement, the Liquidating Trustee shall file with the Bankruptcy Court a report setting forth the amounts, recipients, and dates of all Distributions made by the Liquidating Trustee under the Plan and hereunder through each applicable reporting period.

5.4 Filing of Monthly and Quarterly Reports and Payment of Statutory Fees. The filing of the final monthly operating report (for the month in which the Effective Date occurs) and all subsequent quarterly Liquidating Trust reports shall be the responsibility of the Liquidating Trustee. Statutory Fees shall be paid as such fees may thereafter accrue and be due and payable in accordance with the applicable schedule for payment of such fees. Any Statutory Fees relating to the period of time prior to the Effective Date shall be paid by the Debtor or Liquidating Trustee, as applicable. Statutory Fees relating to any period of time after the Effective Date shall be paid by the Liquidating Trustee from funds in the Liquidating Trust Assets. Such obligation to pay Statutory Fees shall continue until such time as the Bankruptcy Case is closed, dismissed, or converted.

5.5 Filing of Tax Returns. After the Effective Date, the Liquidating Trust shall be responsible for filing all federal, state, local, and foreign tax returns for the Debtor and the Liquidating Trust.

ARTICLE VI
BENEFICIAL INTERESTS AND BENEFICIARIES

6.1 Interest Beneficial Only. The ownership of a beneficial interest in the Liquidating Trust shall not entitle any Beneficiary to any title in or to the Liquidating Trust Assets or to any right to call for a partition or division of the Liquidating Trust Assets or to require an accounting.

6.2 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Liquidating Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee.

6.3 Transfers of Beneficial Interests. Beneficial interests in the Liquidating Trust shall be nontransferable except upon death of the interest holder or by operation of law. The Liquidating Trust shall not have any obligation to recognize any transfer of Claims or Interests occurring after the Effective Date. Only those holders of Claims and Interests of record stated on the transfer ledgers as of the close of business on the Effective Date, to the extent applicable, shall be entitled to be recognized for all purposes hereunder.

6.4 Absolute Owners. The Liquidating Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving Distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

6.5 Change of Address. A Beneficiary may, after the Effective Date, select an alternative Distribution address by notifying the Liquidating Trustee in writing of such alternative Distribution address. Absent such notice, the Liquidating Trustee shall not recognize any such change of Distribution address. Such notification shall be effective only upon receipt by the Liquidating Trustee.

6.6 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated, or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the Distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Liquidating Trust Agreement or in the Liquidating Trust.

6.7 Standing. Except as expressly provided in this Liquidating Trust Agreement, the Plan, or the Plan Confirmation Order, a Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party (other than against the Liquidating Trustee to the extent provided in this Liquidating Trust Agreement) upon or with respect to the Liquidating Trust Assets.

**ARTICLE VII
PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS**

7.1 Incorporation of Plan Provisions. As of the Effective Date, the Liquidating Trust shall assume responsibility for all Claims matters established by the Plan and shall be vested with any and all rights and defenses the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

7.2 Objections to Claims. The Liquidating Trustee shall be entitled to file objections to all Claims and Interests that are otherwise not deemed Allowed Claims or Interests under the Plan and Plan Confirmation Order. Any objections to Claims shall be served and filed on or before the later of (i) ninety (90) days after the Effective Date or (ii) such later date as may be fixed by the Bankruptcy Court after reasonable notice and opportunity to object. If an objection has not been filed to a Claim or the Schedules have not been amended with respect to a Claim that (a) was scheduled by the Debtor but (b) was not scheduled as contingent, unliquidated, and/or disputed, by the Claims Objection Deadline, as the same may be extended by order of the Bankruptcy Court, the Claim to which the Proof of Claim or scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been Allowed earlier by a Final Order of the Bankruptcy Court.

7.3 Estimation of Claims. The Liquidating Trustee may (but is not required to) at any time request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim; provided, however, the Liquidating Trustee may elect not to pursue such supplementary proceedings, instead electing to treat such maximum amount as the Allowed amount of such Claim.

**ARTICLE VIII
DISTRIBUTIONS**

8.1 Distributions to Beneficiaries from Liquidating Trust Assets. All payments to be made by the Liquidating Trust to any Beneficiary shall be made only in accordance with the Plan, the Plan Confirmation Order, and this Liquidating Trust Agreement and from the Liquidating Trust Assets (or from the income and proceeds realized from the Liquidating Trust Assets), and only to the extent that the Liquidating Trust has sufficient Liquidating Trust Assets (or income and proceeds realized from the Liquidating Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Plan Confirmation Order, and this Liquidating Trust Agreement. Any Distributions to be made by or on behalf of the Debtor or the Liquidating Trustee, as applicable, pursuant to the Plan shall be made by checks drawn on

accounts maintained by the Liquidating Trustee or an electronic wire transfer, at the option of the Liquidating Trustee.

8.2 Timing and Amount of Distributions. No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in this Plan or otherwise ordered by the Bankruptcy Court. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Except as expressly set forth in the Plan or in the Confirmation Order, the Liquidating Trustee shall, in the exercise of its good faith business judgment, determine the timing and amount of all Distributions which are required to be made under the Plan, consistent with the goal of making such Distributions as expeditiously as reasonably possible. The Liquidating Trustee may, but shall not be required to, seek approval of, or any other appropriate relief from, the Bankruptcy Court with respect to any of such Distributions. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court.

8.3 Means of Cash Payment. Cash payments pursuant to this Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

8.4 Record Date for Distributions. As of the close of business on the Effective Date (the "Distribution Record Date"), the register for Class 1, 2, 3, and 4 Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. Although there is no prohibition against the transfer of any Claim by any Creditor, the Liquidating Trustee shall have no obligation to recognize any transfer of any Class 1 or Class 3 Claims or Interests occurring after the Distribution Record Date, and the Liquidating Trustee shall instead be authorized and entitled to recognize and deal for all purposes under this Plan, including for the purpose of making all Distributions, with only those holders of Claims so reflected as of the Distribution Record Date. However, the Liquidating Trustee may, in the exercise of its good faith business judgment, agree to recognize transfers of Claims after the Distribution Record Date, but shall have no obligation to do so.

8.5 Delivery of Distributions. All Distributions, deliveries and payments to the holders of any Allowed Class 1, 2, or 3 Claims shall be made to the addresses set forth on the respective proofs of Claim filed in this Bankruptcy Case by such Claimants or, if the Distribution is to be made based on a Claim reflected as Allowed in the Schedules, at the address reflected in the Schedules. Any such Distribution, delivery or payment shall be deemed as made for all purposes relating to this Plan when deposited in the United States Mail, postage prepaid, addressed as required in the preceding sentence. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until the Liquidating Trustee is notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. However, all notices to the Liquidating Trustee reflecting new or updated addresses for undeliverable Distributions shall be made on or before one hundred twenty (120) days after the date of the attempted Distribution or such longer period as the Liquidating Trustee may fix in the exercise of its sole discretion. After such date, all Unclaimed Property shall revert to the Liquidating Trustee and the Claim of any holder with respect to such property shall be discharged and forever barred.

8.6 W-9 Forms. Each holder of an Allowed Claim must provide a W-9 form or other such necessary information to comply with any withholding requirements of any governmental unit (collectively the “W-9 Form”) to the Liquidating Trustee prior to receiving any Distribution from the Liquidating Trust. In the event a holder of an Allowed Claim does not provide a W-9 Form to the Liquidating Trustee within thirty (30) days of the Effective Date, the Liquidating Trustee shall, at an appropriate time, issue a written request to each holder of an Allowed Claim that has not previously provided a W-9 Form to the Liquidating Trustee. The request shall be in writing and shall be delivered to the last address known to the Debtor or Liquidating Trustee, as appropriate. The request shall conspicuously advise and disclose that failure to provide a W-9 Form to the Liquidating Trustee within thirty (30) shall result in a waiver of any right or rights to a Distribution from the Liquidating Trust. In the event any holder of an Allowed Claim fails to provide the Liquidating Trustee with a W-9 Form within thirty (30) days after the date of written request described herein, then the holder of such Allowed Claim shall be deemed to have waived the right to receive any distribution whatsoever from the Liquidating Trust.

8.7 Time Bar to Cash Payments. Checks issued in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before one hundred twenty (120) days after the date of issuance of such check or such longer period as the Liquidating Trustee may fix. After such date, all Claims in respect of void checks shall be discharged and forever barred.

8.8 Cure Period. Except as otherwise set forth herein, the failure by the Liquidating Trustee to timely perform any term, provision or covenant contained in this Plan, or to make any payment or Distribution required by this Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to this Plan, shall not constitute an event of default unless and until the Liquidating Trustee has been given thirty (30) days written notice of such alleged default in the manner provided in this Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, the Liquidating Trustee shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under this Plan or bringing any action or legal proceeding by any Person to enforce any right granted under this Plan.

8.9 Distributions after Substantial Consummation. All Distributions of any kind made to any Creditor after Substantial Consummation and any and all other actions taken under this Plan after Substantial Consummation shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

ARTICLE IX TAXES

9.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-2 C. B. 684, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation

Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. Accordingly, for federal income tax purposes, it is intended that the Beneficiaries be treated as if they had received a distribution from the Estate of an undivided interest in each of the Liquidating Trust Assets (to the extent of the value of their respective share in the applicable assets) and then contributed such interests to the Liquidating Trust, and the Beneficiaries will be treated as the grantors and owners thereof.

9.2 Tax Returns. The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and in accordance with the Plan. The Liquidating Trust also shall annually (for tax years in which Distributions from the Liquidating Trust are made) send to each holder of a beneficial interest a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and all such holders shall report such items on their federal income tax returns; provided, however, that no such statement need be sent to any Class that is not expected to receive any Distribution from the Liquidating Trust. The Liquidating Trust's taxable income, gain, loss, deduction, or credit will be allocated to the Beneficiaries in accordance with their relative beneficial interests in the Liquidating Trust.

9.3 Withholding of Taxes and Reporting Related to Liquidating Trust Operations. The Liquidating Trust shall be responsible for filing all federal, state, and local tax returns for the Debtor and the Liquidating Trust. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements. The Liquidating 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, requiring that, as a condition to the receipt of a Distribution, the holder of an Allowed Claim complete the appropriate IRS Form W-8 or IRS Form W-9, as applicable to each holder. Notwithstanding any other provision of the Plan, (a) each holder of an Allowed Claim that is to receive a Distribution from the Liquidating Trust shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Liquidating Trustee to allow it to comply with its tax withholding and reporting requirements. Any property to be distributed by the Liquidating Trust shall, pending the implementation of such arrangements, be treated as an undeliverable Distribution to be held by the Liquidating Trustee, as the case may be, until such time as the Liquidating Trustee is satisfied with the holder's arrangements for any withholding tax obligations.

9.4 Valuations. As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of the Liquidating Trust Assets, and such valuation shall be used consistently by all parties for all federal income tax purposes. The Liquidating Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit for taxing purposes. The Liquidating Trust may request an expedited determination of taxes of the Debtor or of the Liquidating Trust under Section 505(b) of the Bankruptcy Code for all tax returns filed for, or on

behalf of, the Debtor and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

9.5 Payment of Taxes. The Liquidating Trust shall be responsible for payments of any taxes imposed on the Liquidating Trust or the Liquidating Trust Assets.

ARTICLE X TERMINATION OF LIQUIDATING TRUST

10.1 Termination of Liquidating Trust. The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (i) all Disputed Claims have been resolved, (ii) all of the Liquidating Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidating Trustee under the Liquidating Trust Agreement have been fulfilled, (iv) all Distributions required to be made by the Liquidating Trust under the Plan and this Liquidating Trust Agreement have been made, and (v) the Bankruptcy Case has been closed; provided, however, that in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed one (1) year, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets.

10.2 Events Upon End of Term Termination. At the conclusion of the term of the Liquidating Trust, the Liquidating Trust shall distribute the remaining Liquidating Trust Assets, if any, to the Beneficiaries, in accordance with the Plan, the Plan Confirmation Order, and this Liquidating Trust Agreement, provided, however, that the Liquidating Trust shall not be obligated to make Distributions to a Class of Claims or Interests if the amount of the available cash is *de minimis* and is not sufficient to warrant the incurrence of costs in making the Distribution.

10.3 Winding Up and Discharge of the Liquidating Trustee. For the purposes of winding up the affairs of the Liquidating Trust at the conclusion of its term, the Liquidating Trustee shall continue to act as Liquidating Trustee until its duties under this Liquidating Trust Agreement have been fully discharged or its role as Liquidating Trustee is otherwise terminated under this Liquidating Trust Agreement and the Plan. Upon a motion by the Liquidating Trustee, the Bankruptcy Court may enter an order relieving the Liquidating Trustee, its agents, and employees of any further duties and discharging the Liquidating Trustee.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Amendments. The Liquidating Trustee may modify, supplement, or amend this Liquidating Trust Agreement without Bankruptcy Court approval (a) to clarify any ambiguity or inconsistency, or render this Liquidating Trust Agreement in compliance with its stated tax purposes, or (b) in any other way that is not inconsistent with the Plan or the Plan Confirmation

Order, only if such modification, supplement, or amendment does not materially and adversely affect the interests, rights, treatment, or Distributions of or to any Beneficiaries. All other modifications, supplements, and amendments shall require prior approval of the Bankruptcy Court.

11.2 Waiver. No failure by the Liquidating Trust or the Liquidating Trustee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

11.3 Cumulative Rights and Remedies. The rights and remedies provided in this Liquidating Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

11.4 No Bond Required. Notwithstanding any state law to the contrary, the Liquidating Trustee (including any successor Liquidating Trustee) shall be exempt from giving any bond, surety, or other security in any jurisdiction.

11.5 Irrevocability. This Liquidating Trust Agreement and the Liquidating Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Liquidating Trust Agreement.

11.6 Relationship to the Plan. The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan and, therefore, this Liquidating Trust Agreement incorporates and is subject to the provisions of the Plan and the Plan Confirmation Order. In the event that any provision of this Liquidating Trust Agreement is found to be inconsistent with a provision of the Plan or the Plan Confirmation Order, the provisions of the Plan or the Plan Confirmation Order, as applicable, shall control.

11.7 Division of Liquidating Trust. Under no circumstances shall the Liquidating Trustee have the right or power to divide the Liquidating Trust unless authorized to do so by the Bankruptcy Court.

11.8 Applicable Law. The Liquidating Trust is made in the State of New York, and the Liquidating Trust and this Liquidating Trust Agreement, and the rights and obligations of the Liquidating Trustee, are to be governed by and construed and administered according to the laws of the State of New York; provided, however, that, except as expressly provided in this Liquidating Trust Agreement, there shall not be applicable to the Liquidating Trust, the Liquidating Trustee, or this Liquidating Trust Agreement any provisions of the laws (statutory or common) of the State of New York pertaining to trusts that relate to or regulate (a) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges, (b) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust, (c) the necessity for obtaining court or other governmental approval concerning the acquisition, holding, or disposition of real or personal property, (d) fees or other sums payable to trustees, officers, agents, or employees of a trust, (e) the allocation of receipts and expenditures to income or principal, (f) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner

of holding of trust assets, or (g) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees that are inconsistent with the limitations or liabilities or authorities and powers of the Liquidating Trustee set forth or referenced in this Liquidating Trust Agreement.

11.9 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Liquidating Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Liquidating Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Liquidating Trustee or any professional retained by the Liquidating Trustee, in its capacity as such. Each party to this Liquidating Trust Agreement and each Beneficiary of the Liquidating Trust hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret, or construe any provision of this Liquidating Trust Agreement or of any other agreement or document delivered in connection with this Liquidating Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum non conveniens, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that any action to enforce, interpret, or construe any provision of this Liquidating Trust Agreement will be brought only in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret, or construe any provision of this Liquidating Trust Agreement. Notwithstanding the preceding, nothing herein shall be interpreted as requiring the commencement or prosecution of any Estate Claims in the Bankruptcy Court, and all determinations regarding the proper forum for initiating any Estate Claim shall be at the discretion of the Liquidating Trust, consistent with applicable law.

11.10 Severability. In the event that any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

11.11 Limitation of Benefits. Except as otherwise specifically provided in this Liquidating Trust Agreement, the Plan, or the Plan Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

11.12 Notices. All notices, requests, demands, consents, and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Liquidating Trustee:

CohnReznick LLP
Attn: Clifford Zucker, Liquidating Trustee of the
FPMC Fort Worth Liquidating Trust
4 Becker Farm Road
PO Box 954
Roseland, NJ 07068-0954

If to a Beneficiary:

To the name and Distribution address set forth in
the Register with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

11.13 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Liquidating Trust Agreement, and to consummate the transactions contemplated hereby.

11.14 Integration. This Liquidating Trust Agreement, the Plan, and the Plan Confirmation Order constitute the entire agreement with, by, and among the parties hereto and thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Plan Confirmation Order. This Liquidating Trust Agreement, together with the Plan and the Plan Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Liquidating Trust Agreement, the Plan, or Plan Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

11.15 Interpretation. The enumeration and Section headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Liquidating Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Liquidating Trust Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise. Any reference to the "Liquidating Trustee" shall be deemed to include a reference to the Liquidating Trust" and any reference to the Liquidating Trust shall be

deemed to include a reference to the “**Liquidating Trustee**” except for the references in which the context otherwise requires.

11.16 Counterparts. This Liquidating Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Liquidating Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized representatives, all as of the date first above written.

**FOREST PARK MEDICAL CENTER AT
FORT WORTH, LLC**

By: _____
Name: Ronald Winters
Title: CRO

CLIFFORD ZUCKER, as Liquidating Trustee

By: _____
Name: Clifford Zucker, partner CohnReznick
Advisory (and not in his personal capacity) in
his capacity as Liquidating Trustee of the
Liquidating Trust

**OFFICIAL COMMITTEE OF UNSECURED
CREDITORS**

By: _____
Name: Thomas Walker
Title: Committee Chair

EXHIBIT "B"
to
First Amended Plan of Liquidation

1. Defined Terms. This Exhibit "B" constitutes an integral part of the Plan of which it is a part. Defined terms in the Plan are to be given the same meaning in this Exhibit "B". The rules of construction set forth in Article I.B. above shall likewise apply to this Exhibit "B".

2. Estate Claims Reserved. All Estate Claims are hereby retained and reserved by the Debtor and Estate, and shall all be transferred to, and vested in, the Liquidating Trustee pursuant to this Plan, and shall include without limitation all of the Estate Claims described below. In reserving and preserving Estate Claims against any named Person or category of Persons, it is the intent of this Plan to so reserve and preserve any and all Estate Claim against each such Person or category of Persons, including all such Estate Claims pursuant to any applicable common law, based on any contract or agreement or based upon any law, statute or regulation of any political entity, including the United States and any state or political subdivision thereof, as well as all applicable remedies, whether legal or equitable. Without limiting the generality of the foregoing, the reservation of Estate Claims against any Person, and the term "Estate Claims," shall encompass all Estate Claims against any such Person, including without limitation all such Estate Claims for breach of contract, all rights to enforce any contract, any form of estoppel, fraud, constructive fraud, abuse of process, malicious prosecution, defamation, libel, slander, conversion, trespass, intentional infliction of emotional distress or other harm, negligence, gross negligence, breach of any duty owed under either applicable law or any contract, breach of any fiduciary duty or duty of loyalty or due care, self-dealing, quantum meruit, tortious interference, duress, unconscionability, undue influence, and unjust enrichment, as well as any cause of action for conspiracy to commit any unlawful act.

3. Vibrant FW Claims. All Estate Claims against Vibrant FW are retained and preserved for the benefit of the Estate, including without limitation all such Estate Claims asserted as a part of the Vibrant Adversary. The reserved Estate Claims against Vibrant FW shall include without limitation the following:

- (a) All such Claims asserted by the Debtor or Estate in, or which could be asserted based on the facts or transactions alleged in, the Vibrant Adversary;
- (b) All Avoidance Actions against Vibrant FW;
- (c) All Claims for breach of the Management Services Agreement or the Company Agreement;
- (d) All Claims for breach of fiduciary or other special duty of loyalty or care owed to the Debtor;
- (e) All Claims, rights or remedies for Equitable Subordination of any Claim by Vibrant FW against the Debtor or Estate; and
- (f) All Claims or rights to pierce the corporate veil of Vibrant FW as to any Person, including as against Jefe Plover, Dr. Wade Barker, Vibrant Holdings, Todd Furniss and/or Mary Hatcher.

4. Vibrant Holdings Claims. All Estate Claims against Vibrant Holdings are retained

and reserved for the benefit of the Estate and Liquidating Trustee. The reserved Estate Claims against Vibrant Holdings shall include without limitation the following:

- (a) All such Claims asserted by the Debtor or Estate in, or which could be asserted based on the facts or transactions alleged in, the Vibrant Adversary or Jefe Plover Adversary;
- (b) All Avoidance Actions against Vibrant Holdings;
- (c) All Claims for breach of the Management Services Agreement or the Company Agreement;
- (d) All Claims for breach of fiduciary or other special duty of loyalty or care owed to the Debtor;
- (e) All Claims, rights or remedies for Equitable Subordination of any Claim by Vibrant FW against the Debtor or Estate; and
- (f) All Claims or rights to pierce the corporate veil of Vibrant Holdings as to any Person, including as against Jefe Plover, Dr. Wade Barker, Vibrant FW, Todd Furniss and/or Mary Hatcher.

5. Jefe Plover Claims. All Estate Claims against Jefe Plover are retained and preserved for the benefit of the Estate and Liquidating Trust, including without limitation all such Estate Claims asserted as a part of the Jefe Plover Adversary. The reserved Estate Claims against Jefe Plover without limitation include the following:

- (a) All Claims asserted by the Debtor or Estate in, or which could be asserted based on the facts or transactions alleged in, the Jefe Plover Adversary;
- (b) All Avoidance Actions against Jefe Plover;
- (c) All Claims, rights or remedies for Equitable Subordination of the Jefe Plover Claims; and
- (d) All Claims or rights to pierce the corporate veil of Jefe Plover against any Person, including against Dr. Wade Barker, Vibrant FW, and Vibrant Holdings.

6. Jefe Plover Management Claims. All Estate Claims against Jefe Plover Management are retained and preserved for the benefit of the Estate and Liquidating Trust, including without limitation all such Estate Claims asserted as a part of the Jefe Plover Adversary. The reserved Estate Claims against Jefe Plover Management without limitation include the following:

- (a) All Claims asserted by the Debtor or Estate in, or which could be asserted based on the facts or transactions alleged in, the Jefe Plover Adversary;
- (b) All Avoidance Actions against Jefe Plover Management;
- (c) All Claims, rights or remedies for Equitable Subordination of the Jefe Plover Management Claims; and

(d) All Claims or rights to pierce the corporate veil of Jefe Plover Management against any Person, including against Dr. Wade Barker, Vibrant FW, and Vibrant Holdings.

7. FPMC Services Claims. All Estate Claims against FPMC Services are retained and preserved for the benefit of the Estate, including without limitation all such Estate Claims asserted as a part of the FPMC Services Adversary. The reserved Estate Claims against FPMC Services shall include without limitation the following:

(a) All such Claims asserted by the Debtor or Estate in, or which could be asserted based on the facts or transactions alleged in, the FPMC Services Adversary;

(b) All Avoidance Actions against FPMC Services;

(c) All Claims for breach of the Management Services Agreement or the Company Agreement;

(d) All Claims for breach of fiduciary or other special duty of loyalty or care owed to the Debtor;

(e) All Claims, rights or remedies for Equitable Subordination of any Claim by FPMC Services against the Debtor or Estate; and

(f) All Claims or rights to pierce the corporate veil of FPMC Services as to any Person, including as against Jefe Plover, Dr. Wade Barker, Todd Furniss and/or Mary Hatcher.

8. Furniss Claims. All Estate Claims against Todd Furniss, individually, are hereby reserved and retained for the benefit of the Estate and Liquidating Trust, including without limitation all such Estate Claims against Todd Furniss for fraud, constructive fraud, breach of fiduciary duty, self-dealing, conflict of interest, negligence, gross negligence, all Avoidance Actions, breach of contract, breach of the Management Services Agreement, breach of the Debtor's Company Agreement and conspiracy to commit any unlawful act, as well as any Claim to pierce the corporate veil of any entity to hold Todd Furniss individually liable.

9. Hatcher Claims. All Estate Claims against Mary Hatcher, individually, are hereby reserved and retained for the benefit of the Estate and Liquidating Trust, including without limitation all such Estate Claims against Mary Hatcher for fraud, constructive fraud, breach of fiduciary duty, self-dealing, conflict of interest, negligence, gross negligence, all Avoidance Actions, breach of contract, breach of the Management Services Agreement, breach of the Debtor's Company Agreement and conspiracy to commit any unlawful act, as well as any Claim to pierce the corporate veil of any entity to hold Mary Hatcher individually liable.

10. Barker Claims. All Estate Claims against Wade N. Barker, M.D., individually, are hereby reserved and retained for the benefit of the Estate and Liquidating Trust, including without limitation all such Estate Claims against Barker for fraud, constructive fraud, breach of fiduciary duty, self-dealing, conflict of interest, negligence, gross negligence, all Avoidance Actions, breach of contract, breach of the Management Services Agreement, breach of the Company Agreement and conspiracy to commit any unlawful act. In addition, the reserved Estate Claims shall include all Claims or rights to pierce the corporate veil of any entity to hold Barker liable, including without limitation to corporate veils of Jefe Plover and Vibrant FW.

11. Preference Claims. All Avoidance Actions pursuant to section 547 of the Bankruptcy Code against any Person are hereby reserved and retained for the benefit of the Estate or Liquidating Trust for any payment made to any Person by the Debtor within ninety (90) days of the Petition Date (which was January 10, 2016), or made by the Debtor to any insider within one (1) year of the Petition Date. A list of Persons who are believed to have received payments from the Debtor in excess of \$5,000 during the 90-day preference period is attached to this **Exhibit "B"** as **Schedule "1"**. The Debtor and the Estate reserve for the benefit of the Liquidating Trust all potential Claims arising out of or relating to the transfers reflected in **Schedule "1"**, including all Avoidance Actions pursuant to section 547 of the Bankruptcy Code. All rights and remedies are also reserved and retained with respect to the transfers reflected in **Schedule "1"** pursuant to section 550 of the Bankruptcy Code.

Schedule "1" reflects transfers made by the Debtor during the 90 days prior to the Petition Date. While the Debtor and Estate reserve all Avoidance Actions relating to the transfers reflected in **Schedule "1"**, the Debtor recognizes that many of these transfers will not constitute a preferential transfer pursuant to section 547(b) of the Bankruptcy Code as a transfer made in the ordinary course of business transactions or based upon new value subsequently given by the transferee. Consequently, the listing of a payment on **Schedule "1"** does not necessarily mean that a transferee will ever be sued to avoid and recover the payment, but only that the Debtor and the Estate reserve all rights (including Avoidance Actions) as to that payment.

12. Claims Against Officers, Managers and Members. All Estate Claims are hereby reserved and preserved for the benefit of the Estate and Liquidating Trust against all present and past officers, employees, members and managers of the Debtor, including all such Estate Causes of Action based on breach of fiduciary duty, self-dealing, gross negligence or conspiracy. Without limiting the generality of the foregoing, this shall include all D&O Claims as against any present or former officer, employees, member or manager.

13. glendonTodd. All Estate Claims against glendonTodd, LLC are hereby specifically retained and preserved in favor of the Debtor and Estate, including all Avoidance Actions and all rights to pierce the corporate veil of glendonTodd as to any Person, including without limitation Todd Furniss, Mary Hatcher and Dr. Wade N. Barker.

14. Claims Against FP Equipment Lessors. The Debtor hereby reserves all Estate Claims against both of the FP Equipment Lessors, Forest Park I, LLC and forest Park II, LLC, including all such Estate Claims pursuant to the Forest Park Stipulation.

15. Claims Against Centennial. The Debtor hereby reserves all Estate claims against Centennial, including all such Estate Claims pursuant to the Centennial Stipulation.

16. Forest Park Dallas Claims. All Estate Claims against forest Park Dallas are hereby reserved and retained for the benefit of the Estate and Liquidating Trust, including all Avoidance Actions and all defenses based upon section 502(d) of the Bankruptcy Code or that Forest Park Dallas lacks standing to assert its claims against the Debtor.

17. Retention of Claims Against Specific Persons or Categories of Persons. In addition to the foregoing, all Estate Claims are hereby retained and preserved for the benefit of the Estate and Liquidating Trustee against the following Persons:

- (a) Dr. Richard F. Toussaint;

- (b) Dr. David Genecov;
- (c) Any other Person who may be so named.

18. Counterclaims. All Estate Claims are retained and preserved for the benefit of the Estate and Liquidating Trust both as a basis for an affirmative recovery against the Person against whom such Claims are asserted and as a counterclaim or offset against any Person who asserts a Claim against the Estate or Liquidating Trust.

19. Claims against Former Patients and Insurers. The Debtor holds Claims against various former patients for medical treatment and services provided by or through the Debtor. These Claims by the Debtor or Estate against former patients are both Estate Claims, and Estate Accounts Receivable. All Estate Claims by the Debtor or Estate against former patients, including all Estate Accounts Receivable, are hereby reserved and retained for the benefit of the Estate and Liquidating Trust. Likewise, all rights or Claims against any insurer of any such former patient are hereby preserved and retained for the benefit of the Liquidating Trust.

20. Piercing the Corporate Veil. With respect to all Estate Claims against any Person, all rights to pierce or ignore the corporate veil are hereby retained and preserved for the benefit of the Estate and the Liquidating Trust. Without limiting the generality of the foregoing, this shall include: (a) any right to pierce the corporate veil, including reverse piercing, on any theory or basis, including alter ego or any theory of sham to perpetrate a fraud, and (b) any Claim or basis to pierce the corporate veil of any entity with respect to establishing personal liability against Dr. Wade Barker, Todd Furniss or Mary Hatcher.

21. Avoidance Actions. All Avoidance Actions are hereby reserved and retained as to all Persons. The reservation of such Avoidance Actions shall include the reservation and retention for the benefit of the Estate and Liquidating Trust of all rights and remedies pursuant to section 550 of the Bankruptcy Code.

22. Estate Defenses. All Estate Defenses are hereby reserved and retained by the Debtor and Estate in favor of the Liquidating Trust as against any Person asserting any Claim against the Estate. This includes asserting all Estate Claims as an offset to, or counterclaim against, any Person asserting a Claim against the Estate. All defenses and affirmative defenses pursuant to applicable law are hereby reserved and retained for the benefit of the Estate of the Liquidating Trust, including without limitation accord and satisfaction, assumption of risk, contributory negligence, duress, estoppel, failure of consideration, fraud, illegality, laches, license, payment, release, *res judicata*, collateral estoppel, statute of frauds, statute of limitations or response and waiver.

23. Equitable Subordination. All rights or remedies for Equitable Subordination are hereby reserved and retained by the Debtor and the Estate in favor of the Liquidating Trust against any Person asserting any Claim against the Estate, including all such rights or remedies pursuant to section 510(c) of the Bankruptcy Code. Without limiting the generality of the foregoing, this shall include all rights and remedies to Equitable Subordination as to any Claim asserted by Jefe Plover, Vibrant, Vibrant Fort Worth or Forest Park Dallas.

L:\BFORSHEY\Forest Park FW (C11) #5770\Plan - Disc Stmt\First Amended Plan of Liquidation (BF) 3.17.17v2.docx

Exhibit B, Schedule 1 to Plan

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
0003 - DISB. ACCT#1511004044							
Check	11/12/2015	797	4 WEB INC	CKS CUT IN MEDITECH	/	4 WEB INC	(11,550.00)
						Total 4 Web Inc.	(11,550.00)
Check	11/10/2015	786	ACELL	CKS CUT IN MEDITECH	/	ACELL	(6,203.30)
Check	11/18/2015	816	ACELL	CKS CUT IN MEDITECH	/	ACELL	(2,687.80)
Check	12/11/2015	886	ACELL	CKS CUT IN MEDITECH	/	ACELL	(3,515.50)
						Total ACELL	(12,406.60)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1552 FED # 002287	/	Allen Medical	(7,066.08)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1402 FED # 002528	/	Allen Medical	(900.00)
Check	12/04/2015	862	ALLEN MEDICAL SYSTEMS INC	CKS CUT IN MEDITECH	/	ALLEN MEDICAL SYSTEMS INC	(2,400.00)
Check	12/10/2015	880	ALLEN MEDICAL SYSTEMS INC	CKS CUT IN MEDITECH	/	ALLEN MEDICAL SYSTEMS INC	(3,840.00)
Check	12/18/2015	902	ALLEN MEDICAL SYSTEMS INC	CKS CUT IN MEDITECH	/	ALLEN MEDICAL SYSTEMS INC	(658.00)
Check	12/30/2015	915	ALLEN MEDICAL SYSTEMS INC	CKS CUT IN MEDITECH		ALLEN MEDICAL SYSTEMS INC	(440.00)
						Total Allen Medical Systems, Inc.	(15,304.08)
Check	12/29/2015	WIRE	WIRE OUT	WIRE OUT T:1047 FED # 001111	/	Alliant Insur Serv	(191,882.56)
						Total Alliant Insur Serv	(191,882.56)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1512 FED # 002652	/	Alpheus Data Services	(5,008.67)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 003397	/	Alpheus	(6,953.56)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002258	/	Alpheus	(3,749.95)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001190	/	Alpheus	(60.00)
						Total Alpheus	(15,770.18)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 002314	/	Amerisource Bergen	(27,500.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1628 FED # 005454	/	Amerisource Bergen	(30,000.00)
Check	11/13/2015	WIRE	WIRE OUT	WIRE OUT T:1533 FED # 002449	√	Amerisource Bergen	(6,000.00)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 002235	/	Amerisource Bergen Drug Corp	(10,000.00)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1238 FED # 001166	/	Amerisource Bergen Drug Corp	(6,000.00)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002949	/	Amerisouce Bergen Drug Corp	(11,000.00)
Check	11/30/2015	WIRE	WIRE OUT	WIRE OUT T:1450 FED # 004047	/	Amerisource Bergen	(15,000.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002213	/	Amerisource Bergen	(15,000.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1127 FED # 001368	/	Amerisource Bergen	(7,500.00)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 002202	/	Amerisource Bergen	(15,000.00)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002843	/	Amerisource Bergen	(10,000.00)

*The foregoing list excludes estate professionals any payments to whom were previously addressed in connection with their employment applications.

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1532 FED # 003024	/	Amerisource Bergen	(15,000.00)
Check	12/29/2015	WIRE	WIRE OUT	WIRE OUT T:1108 FED # 001263	/	Amerisource Bergen	(15,000.00)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1633 FED # 002658	/	Amerisource Bergen	(15,000.00)
						Total Amerisource Bergen	(198,000.00)
Check	10/22/2015	WIRE	WIRE OUT	WIRE OUT T:1530 FED # 002185	/	Apollo Endosurgery	(15,258.11)
Check	11/24/2015	839	APOLLO ENDOSURGERY INC	CKS CUT IN MEDITECH		APOLLO ENDOSURGERY INC	(625.00)
						Total Apollo Endosurgery	(15,883.11)
Check	11/12/2015	799	ARTHOSURFACE INC	CKS CUT IN MEDITECH	/	ARTHOSURFACE INC	(6,327.75)
						Total Arthosurface Inc.	(6,327.75)
Check	11/12/2015	800	ATMOS ENERGY	CKS CUT IN MEDITECH	/	ATMOS ENERGY	(12,222.19)
						Total Atmos Energy	(12,222.19)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003854	/	Bank of America	(36,665.00)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002313	/	Bank of America	(3,242.79)
Check	10/20/2015	WIRE	WIRE OUT	WIRE OUT T:1307 FED # 001480	/	Bank of America	(22,945.00)
Check	10/26/2015	WIRE	WIRE OUT	WIRE OUT T:1528 FED # 002440	/	Bank of America	(41,656.03)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1519 FED # 002327	/	Bank of America	(2,820.52)
						Total Bank of America	(107,329.34)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 004066	/	Baxter Healthcare Corp.	(7,720.80)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1117 FED # 000959	/	Baxter Healthcare Corp.	(772.32)
Check	10/27/2015	WIRE	WIRE OUT	WIRE OUT T:1347 FED # 001692	/	Baxter Healthcare Corp.	(10,213.25)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002088	/	Baxter Healthcare Corp.	(395.97)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002090	/	Baxter Healthcare Corp.	(9,619.75)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002755	/	Baxter Healthcare Corp.	(4,234.52)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1222 FED # 001623	/	Baxter Healthcare Corp.	(9,569.75)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002948	/	Baxter Healthcare Corp.	(675.78)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 001355	/	Baxter Healthcare Corp.	(3,331.47)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001772	/	Baxter Healthcare Corp.	(3,827.90)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 001991	/	Baxter Healthcare Corp.	(547.06)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002371	/	Baxter Healthcare Corp.	(1,945.52)
Check	12/22/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002623	/	Baxter Healthcare Corp.	(6,160.19)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002725	/	Baxter Healthcare Corp.	(7,834.11)
						Total Baxter Healthcare Corp.	(66,848.39)

*The foregoing list excludes estate professionals any payments to whom were previously addressed in connection with their employment applications.

Type	Date	Num	Name	Wire Fed # or Check	Cir	Memo	Amount
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003416	/	BioMedical Enterprises	(3,300.00)
Check	11/16/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003002	/	BioMedical Enterprises	(26,056.00)
						Total BioMedical Enterprises	(29,356.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005434	/	BioMet Biologics	(5,769.82)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005444	/	BioMet Biologics	(2,716.73)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001070	/	BioMet Biologics	(925.55)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001065	/	BioMet Biologics	(2,575.73)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1127 FED # 001340	/	BioMet Biologics	(925.55)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001770	/	BioMet Biologics	(855.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001810	/	BioMet Biologics	(3,664.31)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1117 FED # 000962	/	BioMet Biologics	(2,160.00)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002357	/	BioMet Biologics	(4,275.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 002773	/	BioMet Biologics	(2,778.65)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002851	/	BioMet Biologics	(3,015.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002652	/	BioMet Biologics	(1,710.00)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1032 FED # 001000	/	BioMet Biologics	(3,030.50)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 003206	/	BioMet Biologics	(3,964.00)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 003297	/	BioMet Biologics	(6,965.95)
						Total Biomet Biologics	(45,329.79)
Check	10/22/2015	WIRE	WIRE OUT	WIRE OUT T:1407 FED # 001613	/	Biomet Inc	(24,219.00)
Check	10/23/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 002082	/	Biomet Inc	(25,000.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005447	/	Biomet Inc	(19,333.30)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002082	/	BioMet Inc.	(6,994.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001067	/	BioMet Inc.	(11,875.32)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002323	/	BioMet Inc.	(26,056.00)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002113	/	Biomet Inc	(23,459.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:0732 FED # 000013	/	BioMet Inc.	(18,724.05)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002725	✓	Biomet Inc	(20,188.30)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002726	/	Biomet Inc	(4,811.70)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 001421	/	Biomet Inc	(8,067.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001811	/	Biomet Inc	(7,609.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001813	/	Biomet Inc	(8,441.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002211	/	Biomet Inc	(13,519.30)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1128 FED # 000990	/	Biomet Inc	(7,609.00)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002074	/	Biomet Inc	(20,024.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 002772	/	Biomet Inc	(1,044.18)

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Type	Date	Num	Name	Wire Fed # or Check	Cir	Memo	Amount
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1032 FED # 001006	/	Biomet Inc	(17,992.42)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003249	/	Biomet Inc	(13,027.66)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002568	/	Biomet Inc	(16,271.55)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002571	/	Biomet Inc	(7,176.62)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002693	/	Biomet Inc	(35,000.00)
						Total Biomet Inc.	(336,442.40)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005432	/	BioMet Sports Medicine	(13,336.35)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001068	/	BioMet Sports Medicine	(9,623.40)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:0732 FED # 000013	/	BioMet Sports Medicine	(5,350.40)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001771	/	BioMet Sports Medicine	(457.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001809	/	BioMet Sports Medicine	(13,354.50)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1117 FED # 000963	/	BioMet Sports Medicine	(6,661.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002209	/	BioMet Sports Medicine	(11,480.70)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002208	/	BioMet Sports Medicine	(2,545.00)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1538 FED # 002358	/	BioMet Sports Medicine	(914.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 002771	/	BioMet Sports Medicine	(18,213.69)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002849	/	BioMet Sports Medicine	(7,118.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002648	/	BioMet Sports Medicine	(2,286.00)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1032 FED # 001003	/	BioMet Sports Medicine	(3,291.40)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 003207	/	BioMet Sports Medicine	(1,312.00)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003319	/	BioMet Sports Medicine	(3,052.40)
						Total Biomet Sports Medicine	(98,995.84)
Check	10/23/2015	743	BOSTON SCIENTIFIC	CKS CUT IN MEDITECH		BOSTON SCIENTIFIC	(13,567.00)
Check	11/11/2015	795	BOSTON SCIENTIFIC	CKS CUT IN MEDITECH	/	BOSTON SCIENTIFIC	(13,567.00)
Check	11/18/2015	822	BOSTON SCIENTIFIC	CKS CUT IN MEDITECH	/	BOSTON SCIENTIFIC	(4,119.85)
						Total Boston Scientific	(31,253.85)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001981	/	Buccaneer Financial	(11,955.30)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001987	/	Buccaneer Financial	(11,752.04)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001989	/	Buccaneer Financial	(15,656.84)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001986	/	Buccaneer Financial	(6,824.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001189	/	Buccaneer Financial	(6,824.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001185	/	Buccaneer Financial Group	(11,955.30)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001186	/	Buccaneer Financial Group	(11,752.04)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1123 FED # 001200	/	Buccaneer Financial Group Inc	(15,656.84)
						Total Buccaneer Financial	(92,376.36)

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Payments Over \$5,000 During Preference Period -- By Creditor*

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1402 FED # 002527	/	Cardinal Health Pharmacy Servi	(2,488.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1402 FED # 002526	/	Cardinal Health Pharmacy Servi	(3,389.02)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002121	/	Cardinal Health Pharmacy Servi	(1,600.00)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002120	/	Cardinal Health Pharmacy Servi	(4,258.42)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 001419	/	Cardinal Health Pharmacy Servi	(10,082.24)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 001420	/	Cardinal Health Pharmacy Servi	(1,259.65)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 001240	/	Cardinal Health Pharmacy Servi	(250.65)
						Total Cardinal Health Pharmacy	(23,327.98)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1147 FED # 000991	/	Carefusion 303 Inc	(7,062.96)
						Total Carefusion 303 Inc.	(7,062.96)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002051	/	Carefusion Solutions LLC	(18,000.00)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001985	/	Carefusion Solutions	(18,000.00)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 002235	/	Carefusion Solutions	(9,585.43)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001683	/	Carefusion Solutions LLC	(20,707.14)
						Total Carefusion Solutions	(66,292.57)
Check	10/20/2015	742	CARTER BLOODCARE	CKS CUT IN MEDITECH	/	CARTER BLOODCARE	(4,365.00)
Check	11/19/2015	826	CARTER BLOODCARE	CKS CUT IN MEDITECH	/	CARTER BLOODCARE	(3,556.00)
Check	12/22/2015	903	CARTER BLOODCARE	CKS CUT IN MEDITECH	/	CARTER BLOODCARE	(1,131.47)
						Total Carter Bloodcare	(9,052.47)
Check	11/12/2015	802	CHARTER COMMUNICATIONS	CKS CUT IN MEDITECH	/	CHARTER COMMUNICATIONS	(5,112.59)
Check	12/10/2015	881	CHARTER COMMUNICATIONS	CKS CUT IN MEDITECH	/	CHARTER COMMUNICATIONS	(5,112.44)
						Total Charter Communications	(10,225.03)
Check	11/12/2015	803	CITY OF FT WORTH WATER DEPT	CKS CUT IN MEDITECH	/	CITY OF FT WORTH WATER DEPT	(23,919.69)
Check	12/10/2015	882	CITY OF FT WORTH WATER DEPT	CKS CUT IN MEDITECH	/	CITY OF FT WORTH WATER DEPT	(15,328.13)
						Total City of FW Water Dept	(39,247.82)
Check	11/24/2015	840	CODMAN	CKS CUT IN MEDITECH	/	CODMAN	(5,816.00)
						Total Codman	(5,816.00)
Check	10/23/2015	744	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(1,890.00)
Check	10/26/2015	753	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(2,273.25)
Check	10/27/2015	755	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(10,156.97)

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Payments Over \$5,000 During Preference Period -- By Creditor*

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/03/2015	766	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	√	COOK MEDICAL INCORPORATED	(10,000.00)
Check	11/05/2015	779	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(10,000.00)
Check	11/06/2015	780	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(2,583.00)
Check	11/12/2015	804	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(10,000.00)
Check	11/20/2015	830	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(12,343.97)
Check	12/02/2015	846	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(1,152.00)
Check	12/08/2015	876	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(4,031.16)
Check	12/09/2015	878	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	/	COOK MEDICAL INCORPORATED	(3,158.00)
Total Cook Medical Inc.							(67,588.35)
Check	10/19/2015	730	COOPER AND SCULLY PC	CKS CUT IN MEDITECH	/	COOPER AND SCULLY PC	(1,752.00)
Check	11/17/2015	812	COOPER AND SCULLY PC	CKS CUT IN MEDITECH	/	COOPER AND SCULLY PC	(3,991.80)
Check	12/07/2015	868	COOPER AND SCULLY PC	CKS CUT IN MEDITECH	/	COOPER AND SCULLY PC	(3,005.33)
Total Cooper and Scully							(8,749.13)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002317	/	CR Bard	(6,550.00)
Check	10/23/2015	WIRE	WIRE OUT	WIRE OUT T:1452 FED # 002247	/	CR Bard	(6,550.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005442	/	CR Bard	(5,375.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005443	/	CR Bard	(1,175.00)
Total CR Bard							(19,650.00)
Check	10/26/2015	WIRE	WIRE OUT	WIRE OUT T:1352 FED # 001898	/	Cyberonics Inc.	(26,678.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002978	/	Cyberonics Inc.	(26,678.00)
Total Cybertronics							(53,356.00)
Check	11/05/2015	778	D R E INC	CKS CUT IN MEDITECH	/	D R E INC	(8,000.00)
Total D R E INC							(8,000.00)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003856	/	Depuy Synthes Sales Inc.	(26,598.00)
Check	10/14/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002670	/	Depuy Synthes Sales Inc.	(6,875.00)
Check	10/20/2015	WIRE	WIRE OUT	WIRE OUT T:1307 FED # 001481	/	Depuy Synthes Sales Inc.	(11,550.00)
Total Depuy Synthes Sales							(45,023.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001687	/	Evologics	(10,955.00)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 002146	/	Evologics LLC	(2,975.00)
Total Evologics							(13,930.00)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/13/2015	810	FISHER HEALTHCARE	CKS CUT IN MEDITECH	/	FISHER HEALTHCARE	(9,003.19)
Check	12/10/2015	883	FISHER HEALTHCARE	CKS CUT IN MEDITECH	/	FISHER HEALTHCARE	(4,124.69)
						Total Fisher Healthcare	(13,127.88)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 004073	/	FW Surgical Supply Inc	(20,388.00)
Check	10/14/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002668	/	FW Surgical Supply Inc	(12,268.00)
Check	10/15/2015	WIRE	WIRE OUT	WIRE OUT T:1127 FED # 001436	/	FW Surgical Supply Inc	(4,129.20)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002316	/	FW Surgical Supply Inc	(10,000.00)
Check	10/26/2015	WIRE	WIRE OUT	WIRE OUT T:1352 FED # 001899	/	FW Surgical Supply Inc	(10,000.00)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003417	/	FW Surgical Supply Inc	(4,588.00)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001984	√	FW Surgical Supply Inc.	(10,000.00)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002091	/	FW Surgical Supply Inc.	(13,719.00)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002700	/	FW Surgical Supply Inc	(10,000.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002276	√	FW Surgical Supply Inc.	(10,000.00)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1606 FED # 003048	/	FW Surgical Supply Inc.	(10,000.00)
Check	11/23/2015	WIRE	WIRE OUT	WIRE OUT T:1202 FED # 001441	/	FW Surgical Supply Inc.	(21,216.00)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002720	√	FW Surgical Supply Inc	(39,824.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001685	/	FW Surgical Supply Inc	(10,000.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 001906	/	FW Surgical Supply Inc	(24,482.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1508 FED # 002714	/	FW Surgical Supply Inc	(4,603.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002378	/	FW Surgical Supply Inc	(40,339.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002994	/	FW Surgical Supply Inc	(10,000.00)
Check	12/29/2015	WIRE	WIRE OUT	WIRE OUT T:1523 FED # 003126	/	FW Surgical Supply Inc	(31,837.00)
						Total FW Surgical Supply	(297,393.20)
Check	10/30/2015	765	GDF SUEZ ENERGY RESOURCES NA INC	CKS CUT IN MEDITECH		GDF SUEZ ENERGY RESOURCES NA INC	(1,092.16)
Check	11/12/2015	806	GDF SUEZ ENERGY RESOURCES NA INC	CKS CUT IN MEDITECH	/	GDF SUEZ ENERGY RESOURCES NA INC	(34,960.26)
Check	12/10/2015	884	GDF SUEZ ENERGY RESOURCES NA INC	CKS CUT IN MEDITECH	/	GDF SUEZ ENERGY RESOURCES NA INC	(37,773.48)
						Total GDF Suez Energy Resources	(73,825.90)
Check	10/23/2015	750	GE CAPITAL INFORMATION	CKS CUT IN MEDITECH	/	GE CAPITAL INFORMATION	(4,953.56)
Check	11/12/2015	807	GE CAPITAL INFORMATION	CKS CUT IN MEDITECH	/	GE CAPITAL INFORMATION	(4,953.56)
Check	12/08/2015	871	GE CAPITAL INFORMATION	CKS CUT IN MEDITECH	/	GE CAPITAL INFORMATION	(4,953.56)
						Total GE Capital Corporation	(14,860.68)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002803	/	Gibraltar Business Capital	(25,000.00)
						Total Gibraltar Business Capital	(25,000.00)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 004069	/	Globus Medical Inc	(25,000.00)
Check	10/23/2015	WIRE	WIRE OUT	WIRE OUT T:1452 FED # 002245	/	Globus Medical Inc	(20,000.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1630 FED # 005474	/	Globus Medical Inc	(10,000.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1207 FED # 001165	√	Globus Medical Inc.	(10,000.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002320	/	Globus Medical Inc.	(10,000.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1136 FED # 001400	/	Globus Medical Inc.	(10,000.00)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002727	/	Globus Medical Inc	(10,000.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001189	/	Globus Medical Inc	(10,000.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002219	/	Globus Medical Inc	(18,818.00)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1609 FED # 002373	/	Globus Medical Inc	(13,599.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002691	/	Globus Medical Inc	(18,822.00)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1530 FED # 002578	/	Globus Medical Inc	(18,822.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1413 FED # 001733	/	Globus Medical Inc	(3,704.00)
Check	12/18/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002373	/	Globus Medical Inc	(10,000.00)
Check	12/31/2015	WIRE	WIRE OUT	WIRE OUT T:1312 FED # 003075	/	Globus Medical Inc	(16,160.00)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002202	/	Globus Medical Inc	(6,471.00)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002702	/	Globus Medical Inc	(20,663.00)
						Total Globus Medical	(232,059.00)
Check	12/03/2015	860	GRACE MEDICAL INC	CKS CUT IN MEDITECH	/	GRACE MEDICAL INC	(11,580.50)
						Total Grace Medical Inc.	(11,580.50)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002202	/	HealthStream Inc	(6,178.00)
						Total HealthStream Inc.	(6,178.00)
Check	10/15/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 003231	/	HHS Environmental Services	(62,860.11)
						Total HHS Environmental Services	(62,860.11)
Check	11/16/2015	WIRE	WIRE OUT	WIRE OUT T:1312 FED # 001725	/	Hospital Housekeeping Systems	(36,688.00)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1147 FED # 000990	/	Hospital Housekeeping Systems	(26,172.11)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002305	/	Hospital Housekeeping Systems	(63,120.47)
						Total Hospital Housekeeping Sys	(125,980.58)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1353 FED # 002744	/	HTA- FP PAVILION LLC	(69,294.71)
						Total HTA-FP Pavilion LLC	(69,294.71)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/16/2015	727	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(10,254.45)
Check	10/23/2015	745	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(5,000.00)
Check	11/03/2015	769	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(5,000.00)
Check	11/10/2015	794	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(5,000.00)
Check	11/17/2015	813	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(5,000.00)
Check	11/20/2015	829	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(7,500.00)
Check	12/02/2015	850	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(7,500.00)
Check	12/08/2015	874	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(7,253.27)
Check	12/16/2015	898	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(7,209.87)
Check	12/23/2015	909	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(2,546.69)
Check	12/23/2015	910	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	/	IMAGEFIRST DALLAS LLC	(2,546.69)
Total Imagefirst Dallas							(64,810.97)
Check	10/15/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 002296	/	Inpatient Physician	(75,000.00)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002701	/	Inpatient Physican Association	(75,000.00)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002498	/	Inpatient Physician	(75,000.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002997	/	Inpatient Physician	(17,300.00)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002567	/	Inpatient Physician	(17,300.00)
Total Inpatient Physician							(259,600.00)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 004068	/	Integra LifeSciences Corp.	(3,898.00)
Check	10/29/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002872	/	Integra LifeSciences Corp	(2,556.00)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002757	/	Integra LifeSciences Corp	(1,785.00)
Total Integra LifeSciences							(8,239.00)
Check	11/02/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002488	/	Intuitive Surgical Inc.	(23,901.60)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002328	/	Intuitive Surgical Inc.	(4,880.00)
Total Intuitive Surgical							(28,781.60)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1107 FED # 000902	/	Johnson & Johnson	(7,380.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 001600	/	Johnson & Johnson	(22,945.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002334	/	Johnson & Johnson	(8,630.00)
Check	11/20/2015	828	JOHNSON AND JOHNSON HEALTHCARE	CKS CUT IN MEDITECH	/	JOHNSON AND JOHNSON HEALTHCARE	(1,170.11)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 001357	/	Johnson & Johnson	(5,076.36)
Total Johnson & Johnson							(45,201.47)

*The foregoing list excludes estate professionals any payments to whom were previously addressed in connection with their employment applications.

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/28/2015	757	JOHNSON CONTROLS INC	CKS CUT IN MEDITECH		JOHNSON CONTROLS INC	(5,228.00)
Check	11/03/2015	767	JOHNSON CONTROLS INC	CKS CUT IN MEDITECH	/	JOHNSON CONTROLS INC	(5,973.00)
Check	11/23/2015	833	JOHNSON CONTROLS INC	CKS CUT IN MEDITECH		JOHNSON CONTROLS INC	(5,227.59)
Check	12/04/2015	863	JOHNSON CONTROLS INC	CKS CUT IN MEDITECH	/	JOHNSON CONTROLS INC	(6,068.05)
Total Johnson Controls							(22,496.64)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1147 FED # 001061	/	Key Surgical Inc	(3,342.90)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 000896	/	Key Surgical Inc	(2,380.50)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1227 FED # 001366	/	Key Surgical Inc	(222.84)
Total Key Surgical							(5,926.24)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1553 FED # 002959	/	LifeCell Corp.	(5,096.00)
Check	10/26/2015	WIRE	WIRE OUT	WIRE OUT T:0957 FED # 000715	/	LifeCell Corp.	(103.00)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001668	/	LifeCell Corp.	(3,198.00)
Check	12/31/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 002375	/	LifeCell Corp.	(1,980.00)
Check	12/31/2015	WIRE	WIRE OUT	WIRE OUT T:1312 FED # 003073	/	LifeCell Corp.	(183.35)
Total LifeCell							(10,560.35)
Check	10/19/2015	735	LOFTIN EQUIPMENT CO	CKS CUT IN MEDITECH	/	LOFTIN EQUIPMENT CO	(7,242.00)
Total Loftin Equipment Co/							(7,242.00)
Check	11/09/2015	784	MATHESON TRI GAS INC	CKS CUT IN MEDITECH	/	MATHESON TRI GAS INC	(3,883.56)
Check	12/01/2015	844	MATHESON TRI GAS INC	CKS CUT IN MEDITECH	/	MATHESON TRI GAS INC	(3,199.07)
Check	12/14/2015	893	MATHESON TRI GAS INC	CKS CUT IN MEDITECH	/	MATHESON TRI GAS INC	(3,010.04)
Check	01/04/2016	920	MATHESON TRI GAS INC	CKS CUT IN MEDITECH	/	MATHESON TRI GAS INC	(3,000.00)
Total Matheson Tri Gas							(13,092.67)
Check	10/19/2015	736	MAZOR ROBOTICS INC	CKS CUT IN MEDITECH	/	MAZOR ROBOTICS INC	(9,008.57)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1628 FED # 005456	/	Mazor Robotics	(28,530.38)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1606 FED # 002405	/	Mazor Robotics	(10,000.00)
Check	11/16/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003003	/	Mazor Robotics	(19,197.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1202 FED # 001441	/	Mazor Robotics	(10,000.00)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 001773	/	Mazor Robotics	(15,000.00)
Check	12/04/2015	WIRE	WIRE	WIRE OUT T:1412 FED # 002038	/	Mazor Robotics	(15,536.25)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001191	/	Mazor Robotics	(8,123.75)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002499	/	Mazor Robotics	(8,000.00)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002846	/	Mazor Robotics	(18,338.96)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1532 FED # 003025	/	Mazor Robotics	(15,248.39)

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Payments Over \$5,000 During Preference Period -- By Creditor

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002203	/	Mazor Robotics	(8,232.00)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002706	/	Mazor Robotics	(629.89)
						Total Mazor Robotics	(165,845.99)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002080	/	MDG Medical	(8,385.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002273	/	MDG Medical	(8,385.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1147 FED # 001063	/	MDG Medical	(16,725.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 002771	/	MDG Medical	(21,560.00)
Check	12/22/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002625	/	MDG Medical	(18,720.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 003000	/	MDG Medical	(2,795.00)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002204	/	MDG Medical	(9,685.00)
						Total MDG Medical	(86,255.00)
Check	10/23/2015	746	MEDCOMPLIANCE SERVICES INC	CKS CUT IN MEDITECH	√	MEDCOMPLIANCE SERVICES INC	(10,000.00)
Check	11/09/2015	785	MEDCOMPLIANCE SERVICES INC	CKS CUT IN MEDITECH	/	MEDCOMPLIANCE SERVICES INC	(6,000.00)
Check	11/18/2015	821	MEDCOMPLIANCE SERVICES INC	CKS CUT IN MEDITECH	/	MEDCOMPLIANCE SERVICES INC	(2,000.00)
Check	12/03/2015	854	MEDCOMPLIANCE SERVICES INC	CKS CUT IN MEDITECH		MEDCOMPLIANCE SERVICES INC	(6,000.00)
						Total Medcompliance Serv.	(24,000.00)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 000956	/	Medical Information Technology	(11,125.00)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1606 FED # 003046	/	Medical Information Technology	(11,125.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1017 FED # 000502	/	Medical Information Technology	(11,125.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002832	/	Medical Information Technology	(11,125.00)
Check	01/06/2016	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001869	/	Medical Information Technology	(11,125.00)
						Total Medical Info Tech	(55,625.00)
Check	10/23/2015	747	MEDIVATORS INC	CKS CUT IN MEDITECH	/	MEDIVATORS INC	(782.27)
Check	11/05/2015	773	MEDIVATORS INC	CKS CUT IN MEDITECH	/	MEDIVATORS INC	(654.00)
Check	11/05/2015	777	MEDIVATORS INC	CKS CUT IN MEDITECH	/	MEDIVATORS INC	(79.62)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 001353	/	Medivators Inc.	(2,940.18)
Check	12/08/2015	877	MEDIVATORS INC	CKS CUT IN MEDITECH	/	MEDIVATORS INC	(607.93)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002373	/	Medivators	(672.99)
Check	01/04/2016	921	MEDIVATORS INC	CKS CUT IN MEDITECH	/	MEDIVATORS INC	(1,022.77)
						Total Medivators	(6,759.76)
Check	10/15/2015	WIRE	WIRE OUT	WIRE OUT T:1508 FED # 002889	/	Medline Industries Inc	(78,804.98)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002902	/	Medline Industries Inc	(60,000.00)
Check	10/23/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 002081	/	Medline Industries Inc	(60,000.00)

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Payments Over \$5,000 During Preference Period -- By Creditor*

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005449	/	Medline Industries Inc	(60,000.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001066	/	Medline Industries	(60,000.00)
Check	11/13/2015	WIRE	WIRE OUT	WIRE OUT T:1533 FED # 002444	/	Medline Industries Inc	(78,940.30)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002274	/	Medline Industries	(60,000.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:0732 FED # 000013	/	Medline Industries	(60,000.00)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 001897	/	Medline Industries Inc	(60,000.00)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002352	/	Medline Industries Inc	(60,000.00)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002650	/	Medline Industries Inc	(78,904.61)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1027 FED # 000988	/	Medline Industries Inc	(40,000.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 003002	/	Medline Industries Inc	(20,000.00)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003251	/	Medline Industries Inc	(40,000.00)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1608 FED # 002474	/	Medline Industries Inc	(40,000.00)
						Total Medline Industries	(856,749.89)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 004067	/	Medtronic Spinal Biologics	(3,589.00)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002911	/	Medtronic Spinal Biologics	(7,178.00)
Check	10/27/2015	WIRE	WIRE OUT	WIRE OUT T:1347 FED # 001693	/	Medtronic Spinal Biologics	(15,628.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005440	/	Medtronic Spinal Biologics	(13,338.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1402 FED # 002529	/	Medtronic Spinal Biologics	(44,464.00)
Check	11/17/2015	WIRE	WIRE OUT		/	Medtronic SpinalBiologics	(11,138.00)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 001797	/	Medtronic Spinal Biologics	(17,745.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002722	/	Medtronic Spinal Biologics	(10,770.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002207	/	Medtronic Spinal Biologics	(7,250.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 001908	/	Medtronic Spinal Biologics	(27,474.00)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002072	/	Medtronic Spinal Biologics	(22,808.00)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002301	/	Medtronic Spinal Biologics	(4,689.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002372	/	Medtronic Spinal Biologics	(6,618.00)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002205	/	Medtronic Spinal Biologics	(25,669.00)
						Total Medtronic SpinalBiologics	(218,358.00)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002907	/	Medtronic USA Inc.	(2,521.00)
Check	10/21/2015	WIRE	WIRE OUT	WIRE OUT T:1252 FED # 001708	/	Medtronic USA Inc.	(1,027.00)
Check	10/22/2015	WIRE	WIRE OUT	WIRE OUT T:1407 FED # 001612	/	Medtronic USA Inc.	(158.00)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 002311	/	Medtronic USA Inc.	(4,660.00)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 002296	/	Medtronic USA Inc.	(2,800.00)
Check	10/29/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002873	/	Medtronic USA Inc.	(35,108.00)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002087	/	Medtronic USA Inc.	(3,340.00)
Check	11/06/2015	WIRE	WIRE OUT	WIRE OUT T:1202 FED # 001320	/	Medtronic USA Inc.	(1,890.00)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1402 FED # 002554	/	Medtronic USA Inc.	(6,065.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002268	/	Medtronic USA Inc.	(10,680.00)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002122	/	Medtronic USA Inc.	(6,960.00)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001666	/	Medtronic USA Inc.	(5,410.59)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001667	/	Medtronic USA Inc.	(1,935.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 001909	/	Medtronic USA Inc.	(2,505.00)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 002147	/	Medtronic USA Inc.	(636.00)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002845	/	Medtronic USA Inc.	(8,160.00)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002303	/	Medtronic USA Inc.	(5,010.00)
Check	12/24/2015	WIRE	WIRE OUT	WIRE OUT T:0942 FED # 000429	/	Medtronic USA Inc.	(564.00)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 003296	/	Medtronic USA Inc.	(2,700.00)
Check	01/05/2016	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002157	/	Medtronic USA Inc.	(4,600.00)
Check	01/06/2016	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001870	/	Medtronic USA Inc.	(3,500.00)
Check	01/06/2016	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 001871	/	Medtronic USA Inc.	(600.00)
						Total Medtronic USA Inc.	(110,829.59)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1037 FED # 000871	/	MedUSA	(24,070.00)
						Total MedUSA	(24,070.00)
Check	12/28/2015	TSFR	MISCELLANEOUS DEBIT	5000 - MISCELLANEOUS	/	MISCELLANEOUS DEBIT	(78,667.77)
						Total Miscellaneous Debit	(78,667.77)
Check	10/14/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(389,767.19)
Check	10/15/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(75,500.00)
Check	10/19/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(169,361.92)
Check	10/28/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(391,029.20)
Check	10/28/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(63,600.00)
Check	11/12/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(114,000.00)
Check	11/12/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(386,893.41)
Check	11/20/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(29,288.57)
Check	11/24/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(401,222.21)
Check	11/25/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(92,176.82)
Check	11/30/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(165,900.62)
Check	12/09/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(93,918.96)
Check	12/09/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(415,565.04)
Check	12/22/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(76,807.95)
Check	12/22/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(437,439.93)
Check	12/30/2015	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(39,613.03)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/30/2015	DEBIT	MISCELLANEOUS DEBIT	PAID TO SERVICES	/	TO SERVICES 9421	(375,000.00)
Check	01/06/2016	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(385,555.49)
Check	01/06/2016	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(84,318.49)
Check	01/08/2016	TSFR	MISCELLANEOUS DEBIT XFR FR DDA T	PAID TO SERVICES	/	MISCELLANEOUS DEBIT XFR FR DDA TO DDA 001111069421	(7,866.00)
Total FPMC Services							(4,194,824.83)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002324	/	Mogul Medical	(6,187.50)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1605 FED # 003045	/	Mogul Medical	(6,187.50)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002730	/	Mogul Medical	(6,187.50)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1549 FED # 001732	/	Mogul Medical	(6,187.50)
Total Mogul Medical							(24,750.00)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002055	/	Musculoskeletal Transplant	(14,250.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1552 FED # 002286	/	Musculoskeletal Transplant Fou	(14,250.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002316	/	Musculoskeletal Transplant Fou	(14,250.00)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002724	/	Musculoskeletal Transplant	(14,250.00)
Check	12/06/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 001839	/	Musculoskeletal Transplant	(14,250.00)
Check	12/17/2015	WIRE	WIRE OUT	WIRE OUT T:1605 FED # 002482	/	Musculoskeletal Transplant	(14,250.00)
Check	12/30/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001737	/	Musculoskeletal Transplant	(14,499.72)
Total Muscuiokeletal Transplant							(99,999.72)
Check	11/06/2015	WIRE	WIRE OUT	WIRE OUT T:1452 FED # 002352	/	NuVasive Inc.	(17,694.12)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002703	/	Nuvasive	(23,125.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1430 FED # 002751	/	Nuvasive	(23,125.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002275	/	Nuvasive	(13,000.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1127 FED # 001337	/	Nuvasive	(13,000.00)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1532 FED # 003026	/	NUVASIVE	(42,653.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 003006	/	Nuvasive	(13,000.00)
Total NuVasive							(145,597.12)
Check	10/19/2015	737	ONCORE TECHNOLOGY LLC	CKS CUT IN MEDITECH	/	ONCORE TECHNOLOGY LLC	(6,064.00)
Total Oncore Technology LLC							(6,064.00)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002726	/	Polsinellie PC	(6,743.03)
Total Polsinellie PC							(6,743.03)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 005437	/	Precycse	(20,954.81)
Check	11/13/2015	WIRE	WIRE OUT	WIRE OUT T:1533 FED # 002447	/	Precycse	(2,615.02)
Check	11/16/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003001	/	Precycse	(3,659.84)
Check	11/30/2015	WIRE	WIRE OUT	WIRE OUT T:1450 FED # 004049	/	Precycse	(3,659.84)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 002552	/	Precycse	(2,615.02)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1538 FED # 002959	/	Precycse	(2,615.02)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1508 FED # 002507	/	Precycse	(3,659.84)
Check	12/18/2015	WIRE	WIRE OUT	WIRE OUT T: FED # 002374	√	PRECYSE	(2,615.02)
Check	12/24/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 003206	/	Precycse	(3,659.84)
Total Precycse							(46,054.05)
Check	10/15/2015	724	PRECYSE SOLUTIONS LLC	CKS CUT IN MEDITECH	/	PRECYSE SOLUTIONS LLC	(10,040.96)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002759	/	Precycse Solutions LLC	(2,649.08)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002946	/	Precycse Solutions LLC	(2,615.02)
Check	11/25/2015	841	PRECYSE SOLUTIONS LLC	CKS CUT IN MEDITECH		PRECYSE SOLUTIONS LLC	(2,615.02)
Check	12/07/2015	869	PRECYSE SOLUTIONS LLC	CKS CUT IN MEDITECH	/	PRECYSE SOLUTIONS LLC	(2,615.02)
Total Precycse Solutions LLC							(20,535.08)
Check	12/03/2015	859	PROTECTION SYSTEMS LLC	CKS CUT IN MEDITECH	/	PROTECTION SYSTEMS LLC	(3,266.31)
Check	12/11/2015	891	PROTECTION SYSTEMS LLC	CKS CUT IN MEDITECH	/	PROTECTION SYSTEMS LLC	(3,003.25)
Total Protection Systems							(6,269.56)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1552 FED # 002294	/	SeaSpine Sales Inc	(7,176.00)
Total SeaSpine Sales Inc.							(7,176.00)
Check	11/10/2015	WIRE	WIRE	WIRE OUT T:1632 FED # 002756	/	Smith & Nephew	(8,840.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002330	/	Smith & Nephew	(6,302.05)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002328	/	Smith & Nephew	(3,073.70)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 001000	/	Smith & Nephew	(5,304.00)
Check	11/20/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002947	/	Smith & Nephew	(5,673.68)
Total Smith & Nephew							(29,193.43)
Check	10/14/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002661	/	Smith & Nephew Endo	(8,800.50)
Check	10/14/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002666	/	Smith & Nephew Endo	(2,696.30)
Check	10/15/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 003232	/	Smith & Nephew Endo	(4,913.00)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002319	/	Smith & Nephew Endo	(921.00)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002729	/	Smith & Nephew Endo	(675.00)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002728	/	Smith & Nephew Endo	(4,913.58)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002839	/	Smith & Nephew Endo	(4,913.56)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 002550	/	Smith & Nephew Endo	(3,788.75)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1508 FED # 002709	/	Smith & Nephew Endo	(4,913.56)
Check	12/18/2015	WIRE	WIRE OUT	WIRE OUT T:1352 FED # 002502	/	Smith & Nephew Endo	(4,138.12)
						Total Smith & Nephew Endo	(40,673.35)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003420	/	Spectros Corporation	(11,347.70)
						Total Spectros Corporation	(11,347.70)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002053	/	St Jude Medical Inc.	(18,500.00)
Check	10/23/2015	WIRE	WIRE OUT	WIRE OUT T:1452 FED # 002246	/	St Jude Medical Inc.	(18,500.00)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001982	/	St. Jude Medical Inc.	(18,500.00)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 002702	/	St. Jude Medical Inc.	(17,499.10)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 001001	/	St. Jude Medical Inc.	(18,450.00)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001669	/	St Jude Medical Inc.	(5,440.00)
Check	12/02/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 001898	/	St Jude Medical Inc.	(2,901.07)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002348	/	St Jude Medical Inc.	(28,542.75)
Check	12/24/2015	WIRE	WIRE OUT	WIRE OUT T:0942 FED # 000431	/	St Jude Medical Inc.	(38,589.66)
Check	01/05/2016	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002233	/	St Jude Medical Inc.	(20,979.17)
						Total St. Jude Medical	(187,901.75)
Check	10/30/2015	761	STAPLES BUSINESS ADVANTAGE	CKS CUT IN MEDITECH		STAPLES BUSINESS ADVANTAGE	(4,263.91)
Check	12/30/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 003918	/	Staples	(3,793.08)
						Total Staples	(8,056.99)
Check	12/24/2015	912	STERIS	CKS CUT IN MEDITECH	/	STERIS	(6,525.82)
						Total Steris	(6,525.82)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003853	/	Summit Spine LLC	(35,000.00)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1548 FED # 002911	/	Summit Spine LLC	(19,211.00)
Check	10/20/2015	WIRE	WIRE OUT	WIRE OUT T:1417 FED # 001794	/	Summit Spine LLC	(9,936.25)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1628 FED # 005455	/	Summit Spine LLC	(10,000.00)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 000988	/	Summit Spine LLC	(10,000.00)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 001770	/	Summit Spine LLC	(25,820.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002317	/	Summit Spine LLC.	(17,037.95)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1007 FED # 001200	/	Summit Spine LLC	(24,837.75)
Check	12/01/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002731	/	Summit Spine LLC	(25,456.00)
Check	12/03/2015	WIRE	WIRE OUT	WIRE OUT T:1549 FED # 001730	/	Summit Spine LLC	(10,000.00)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 001992	/	Summit Spine LLC	(9,480.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002692	/	SUMMIT SPINE LLC	(10,000.00)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1508 FED # 002509	/	Summit Spine LLC	(13,965.75)
Check	12/15/2015	WIRE	WIRE OUT	WIRE OUT T:1467 FED # 002652	/	Summit Spine LLC	(33,408.00)
Check	12/18/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002375	/	Summit Spine LLC	(29,474.00)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1532 FED # 003027	/	Summit Spine LLC	(46,686.00)
Check	12/30/2015	WIRE	WIRE OUT	WIRE OUT T:1142 FED # 001736	/	Summit Spine LLC	(19,536.00)
Check	12/30/2015	WIRE	WIRE OUT	WIRE OUT T:1448 FED # 003295	/	Summit Spine LLC	(6,600.00)
Check	01/05/2016	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002158	/	Summit Spine LLC	(10,000.00)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002206	/	Summit Spine LLC	(17,026.00)
Total Summit Spine LLC							(383,474.70)
Check	10/16/2015	728	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(1,888.75)
Check	10/20/2015	741	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(17,794.00)
Check	11/10/2015	790	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(5,846.60)
Check	11/17/2015	814	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(7,512.00)
Check	12/03/2015	861	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(6,700.00)
Check	12/14/2015	894	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	/	SUPPLEMENTAL HEALTH CARE	(2,407.50)
Total Supplemental Health Care							(42,148.75)
Check	10/29/2015	WIRE	WIRE OUT	WIRE OUT T:1427 FED # 002316	/	Synthes USA Sales	(6,286.00)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:0958 FED # 000627	/	Synthes USA Sales	(8,946.00)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1107 FED # 000901	/	Synthes USA Sales	(15,466.00)
Check	11/09/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 001599	/	Synthes USA Sales	(5,775.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 002977	/	Synthes USA Sales	(6,875.00)
Check	11/12/2015	WIRE	WIRE OUT	WIRE OUT T:1337 FED # 002332	/	Synthes USA Sales	(12,040.00)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 000999	/	Synthes USA Sales	(6,656.36)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 000995	/	Synthes USA Sales	(7,933.64)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002119	/	Synthes USA Sales	(14,590.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 001356	/	Synthes USA Sales	(2,614.24)
Check	11/30/2015	WIRE	WIRE OUT	WIRE OUT T:1427 FED # 003808	/	Synthes USA Sales	(22,784.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1412 FED # 002037	/	Synthes USA Sales	(28,990.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002220	/	Synthes USA Sales	(14,590.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 001904	/	Synthes USA Sales	(14,922.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 000895	/	Synthes USA Sales	(3,580.00)
Check	12/30/2015	WIRE	WIRE OUT	WIRE OUT T:1202 FED # 001906	/	Synthes USA Sales	(5,439.58)
Check	01/07/2016	WIRE	WIRE OUT	WIRE OUT T:1617 FED # 002200	/	Synthes USA Sales	(8,104.00)
Total Synthes USA Sales							(185,591.82)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/23/2015	749	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,874.12)
Check	10/30/2015	762	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH		THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	11/06/2015	781	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	11/16/2015	811	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	11/23/2015	837	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH		THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	12/02/2015	849	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	12/07/2015	870	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	12/23/2015	908	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
Check	01/04/2016	925	THOMAS PROTECTIVE SERVICE INC	CKS CUT IN MEDITECH	/	THOMAS PROTECTIVE SERVICE INC	(5,000.00)
						Total Thomas Protective	(45,874.12)
Check	11/18/2015	WIRE	WIRE OUT	WIRE OUT T:1152 FED # 001001	/	Three60 Ortho	(34,694.00)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002300	/	Three60 Ortho	(18,660.00)
						Total Three60	(53,354.00)
Check	12/31/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 003631	/	Triumph Healthcare Finance	(25,000.00)
						Total Triumph Healthcare Finance	(25,000.00)
Check	10/30/2015	WIRE	WIRE OUT	WIRE OUT T:1628 FED # 005451	/	Valley Serv	(75,000.00)
Check	11/18/2015	820	VALLEY SERVICES INC	CKS CUT IN MEDITECH	/	VALLEY SERVICES INC	(1,790.00)
Check	11/30/2015	WIRE	WIRE OUT	WIRE OUT T:1427 FED # 003808	/	Valley Serv	(75,000.00)
Check	12/08/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 001840	/	Valley Serv	(25,000.00)
Check	12/23/2015	WIRE	WIRE OUT	WIRE OUT T:1502 FED # 003012	/	Valley Serv	(25,000.00)
Check	01/05/2016	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002159	/	Valley Serv	(25,000.00)
						Total Valley Services	(226,790.00)
Check	11/12/2015	809	WASTE MANAGEMENT	CKS CUT IN MEDITECH	/	WASTE MANAGEMENT	(2,891.70)
Check	11/23/2015	836	WASTE MANAGEMENT	CKS CUT IN MEDITECH		WASTE MANAGEMENT	(2,896.62)
Check	12/10/2015	885	WASTE MANAGEMENT	CKS CUT IN MEDITECH	/	WASTE MANAGEMENT	(3,557.20)
						Total Waste Management	(9,345.52)
Check	11/25/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 003139	/	Werfen USA LLC	(9,033.75)
						Total Werfen USA LLC	(9,033.75)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1552 FED # 002955	/	WestCMR	(8,579.00)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 002315	/	WestCMR	(1,364.00)
Check	10/22/2015	WIRE	WIRE OUT	WIRE OUT T:1527 FED # 002157	/	WestCMR	(279.00)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/29/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002871	/	West CMR	(1,668.00)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1432 FED # 001771	/	WestCMR	(1,839.00)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002086	/	WestCMR	(780.00)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002319	/	WestCMR	(2,520.00)
Check	11/24/2015	WIRE	WIRE OUT	WIRE OUT T:1132 FED # 001354	/	WestCMR	(890.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1537 FED # 002206	/	WestCMR	(9,569.00)
Check	12/24/2015	WIRE	WIRE OUT	WIRE OUT T:1027 FED # 000644	/	WestCMR	(5,637.00)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003320	/	WestCMR	(4,281.00)
Check	01/05/2016	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002234	/	WestCMR	(7,863.99)
Total WestCMR							(45,269.99)
Check	10/19/2015	732	XPEDX DALLAS	CKS CUT IN MEDITECH	/	XPEDX DALLAS	(2,125.52)
Check	10/19/2015	733	XPEDX DALLAS	CKS CUT IN MEDITECH	/	XPEDX DALLAS	(335.55)
Check	11/05/2015	772	XPEDX DALLAS	CKS CUT IN MEDITECH	/	XPEDX DALLAS	(5,785.04)
Check	01/04/2016	919	XPEDX DALLAS	CKS CUT IN MEDITECH	/	XPEDX DALLAS	(2,587.52)
Total XPEDX Dallas							(10,833.63)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 003101	√	Zimmer USA	(1,785.00)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002083	/	Zimmer USA	(3,109.15)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002118	/	Zimmer USA	(2,480.00)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1147 FED # 001057	/	Zimmer USA	(6,030.00)
Check	12/11/2015	WIRE	WIRE OUT	WIRE OUT T:1522 FED # 002774	/	Zimmer USA	(2,965.48)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1032 FED # 001004	/	Zimmer USA	(685.68)
Check	12/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003320	/	Zimmer USA	(1,984.00)
Check	01/04/2016	WIRE	WIRE OUT	WIRE OUT T:1623 FED # 002578	/	Zimmer USA	(1,880.85)
Total Zimmer USA							(20,720.16)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/02/2015	WIRE	WIRE OUT	WIRE OUT T:1512 FED # 002296	/	Alvarez & Marsal LLC	(50,000.00)
Check	12/02/2015	845	ALVAREZ AND MARSAL HEALTHCARE	CKS CUT IN MEDITECH		ALVAREZ AND MARSAL HEALTHCARE	(13,600.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1122 FED # 001192	/	Alvarez & Marsal LLC	(14,700.00)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002697	/	Alvarez & Marsal LLC	(27,200.00)
						Total Alvarez & Marsal	(105,500.00)
Check	11/13/2015	WIRE	WIRE OUT	WIRE OUT T:1157 FED # 001235	/	Forshey & Prostok LLP	(8,021.70)
Check	12/10/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 002076	/	Forshey & Prostok LLP	(15,000.00)
Check	12/14/2015	WIRE	WIRE OUT	WIRE OUT T:1507 FED # 002502	/	Forshey & Prostok LLP	(14,531.41)
Check	12/21/2015	WIRE	WIRE OUT	WIRE OUT T:1532 FED # 003029	/	Forshey & Prostok LLP	(15,000.00)
Check	01/08/2016	WIRE	WIRE OUT	WIRE OUT T:1627 FED # 002697	/	Forshey & Prostok LLP	(30,000.00)
						Total Forshey & Prostok	(82,553.11)
Check	12/07/2015	WIRE	WIRE OUT	WIRE OUT T:1148 FED # 001107	/	SSG Advisors	(56,000.00)
						Total SSG Advisors	(56,000.00)
						Total	(10,833,074.23)

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Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
0003 - DISB. ACCT#1511004044							
Check	11/24/2015	838	ADAM BROCK	CKS CUT IN MEDITECH		ADAM BROCK	(350.00)
Check	11/10/2015	793	AESCLAP INSTRUMENTS	CKS CUT IN MEDITECH		AESCLAP INSTRUMENTS	(230.46)
Check	10/23/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529522638300	/	AMA PROFILES 10 22 800-665-2882 IL	(117.00)
Check	12/03/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#533620040000	/	AMA PROFILES 12 03 800-665-2882 IL	(39.00)
Check	12/03/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#533620040000	/	AMA PROFILES 12 03 800-665-2882 IL	(39.00)
Check	01/05/2016	FEES	CREDENTIALING FEES	MISCELLANEOUS DEBIT VISA RF#600526000109	/	AMA*CREDENTIALING 01 05 800-621-8335 IL	(39.00)
Check	01/07/2016	CC CHAF	CREDIT CARD CHARGES	MISCELLANEOUS DEBIT POS RF#BKQU0L2GSBCC	/	AMAZON.COM 01 07 SEATTLE WA	(43.84)
Check	11/12/2015	798	AMERICAN CATHETER CORP	CKS CUT IN MEDITECH		AMERICAN CATHETER CORP	(1,920.89)
Check	11/19/2015	825	AMERICAN CATHETER CORP	CKS CUT IN MEDITECH		AMERICAN CATHETER CORP	(590.00)
Check	12/03/2015	855	AMERICAS BEST VACUUM SERVICE LLC	CKS CUT IN MEDITECH	/	AMERICAS BEST VACUUM SERVICE LLC	(587.00)
Check	10/19/2015	WIRE	WIRE OUT	WIRE OUT T:1542 FED # 002321	/	Applied Medical	(545.58)
Check	10/30/2015	763	ARROW INTERNATIONAL INC	CKS CUT IN MEDITECH		ARROW INTERNATIONAL INC	(562.03)
Check	10/28/2015	759	AT T	CKS CUT IN MEDITECH		AT T	(173.38)
Check	12/03/2015	856	BAIRRINGTON LANDSCAPING INC	CKS CUT IN MEDITECH	/	BAIRRINGTON LANDSCAPING INC	(3,251.56)
Check	12/15/2015	897	BARD MEDICAL	CKS CUT IN MEDITECH	/	BARD MEDICAL	(369.60)
Check	11/03/2015	WIRE	WIRE OUT	WIRE OUT T:1517 FED # 001983	/	Bard Peripheral Vascular	(260.00)
Check	11/11/2015	796	BAYLOR SCOTT AND WHITE HEALTH	CKS CUT IN MEDITECH		BAYLOR SCOTT AND WHITE HEALTH	(369.11)
Check	11/12/2015	801	BECKMAN COULTER INC	CKS CUT IN MEDITECH	/	BECKMAN COULTER INC	(1,213.42)
Check	12/03/2015	857	BECKMAN COULTER INC	CKS CUT IN MEDITECH	/	BECKMAN COULTER INC	(2,838.20)
Check	12/07/2015	867	BIO TEK SERVICES INC	CKS CUT IN MEDITECH	/	BIO TEK SERVICES INC	(455.00)
Check	12/03/2015	858	BRACCO DIAGNOSTICS	CKS CUT IN MEDITECH	/	BRACCO DIAGNOSTICS	(2,098.78)
Check	11/10/2015	787	CARL ZEISS MEDITEC INC	CKS CUT IN MEDITECH	/	CARL ZEISS MEDITEC INC	(4,813.16)
Check	10/27/2015	754	CASSIE CARPENTER	CKS CUT IN MEDITECH		CASSIE CARPENTER	(851.23)
Check	12/11/2015	887	CASSIE CARPENTER	CKS CUT IN MEDITECH	/	CASSIE CARPENTER	(672.61)
Check	12/11/2015	DEBIT	5000 · MISCELLANEOUS	MISCELLANEOUS DEBIT VISA RF#534423026245	/	CHANNING BETE CO AHA 12 11 800-828-2827 MA	(41.68)
Check	10/20/2015	739	CKS CUT IN MEDITECH			CLEARPOINT MEDICAL INC	(102.00)
Check	12/08/2015	DEBIT	CREDIT CARD CHARGES	MISCELLANEOUS DEBIT VISA RF#534227102009	/	CLEARWATER PLUMBER 12 08 817-296-0670 TX	(318.74)
Check	10/30/2015	760	COLLEGE OF AMERICAN PATHOLOGISTS	CKS CUT IN MEDITECH		COLLEGE OF AMERICAN PATHOLOGISTS	(2,572.47)
Check	11/03/2015	771	COLLEGE OF AMERICAN PATHOLOGISTS	CKS CUT IN MEDITECH	/	COLLEGE OF AMERICAN PATHOLOGISTS	(369.66)
Check	11/03/2015	770	COOPER ATKINS CORPORATION	CKS CUT IN MEDITECH	/	COOPER ATKINS CORPORATION	(615.00)
Check	12/02/2015	852	COOPER ATKINS CORPORATION	CKS CUT IN MEDITECH	/	COOPER ATKINS CORPORATION	(255.95)
Check	12/11/2015	888	COOPER ATKINS CORPORATION	CKS CUT IN MEDITECH	/	COOPER ATKINS CORPORATION	(775.00)
Check	11/30/2015	842	DFW Automatic Doors Inc	CKS CUT IN MEDITECH		DFW Automatic Doors Inc	(4,871.26)
Check	10/23/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529622200784	/	ECFMG 10 23 215-823-2115 PA	(35.00)
Check	11/24/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#532823200902	/	ECFMG 11 24 215-823-2115 PA	(35.00)
Check	12/22/2015	904	EPIMED	CKS CUT IN MEDITECH	/	EPIMED	(954.00)

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	11/12/2015	805	ESCREEN	CKS CUT IN MEDITECH	/	ESCREEN	(4,267.00)
Check	10/19/2015	731	EVOQUA WATER TECHNOLOGIES LLC	CKS CUT IN MEDITECH	/	EVOQUA WATER TECHNOLOGIES LLC	(3,964.41)
Check	11/23/2015	832	EVOQUA WATER TECHNOLOGIES LLC	CKS CUT IN MEDITECH	/	EVOQUA WATER TECHNOLOGIES LLC	(527.72)
Check	11/10/2015	DEBIT	5000 · MISCELLANEOUS	MISCELLANEOUS DEBIT VISA RF#531321163133	/	FASTSIGNS 11 10 FT WORTH TX	(114.72)
Check	11/05/2015	774	FEDEX	CKS CUT IN MEDITECH	/	FEDEX	(2,191.88)
Check	11/17/2015	WIRE	WIRE OUT	WIRE OUT T:1557 FED # 002321	√	Group One HR Solutions	(3,642.90)
Check	11/18/2015	817	HEART CONSULTANTS OF NORTH TEXAS	CKS CUT IN MEDITECH	/	HEART CONSULTANTS OF NORTH TEXAS	(990.00)
Check	10/26/2015	WIRE	WIRE OUT	WIRE OUT T:1352 FED # 001900	/	Howmedica Osteonics Corp	(1,324.00)
Check	12/09/2015	879	INNOVATIVE MEDICAL PRODUCTS INC	CKS CUT IN MEDITECH	/	INNOVATIVE MEDICAL PRODUCTS INC	(96.64)
Check	12/11/2015	889	INNOVATIVE MEDICAL PRODUCTS INC	CKS CUT IN MEDITECH	/	INNOVATIVE MEDICAL PRODUCTS INC	(1,334.28)
Check	12/02/2015	851	INNOVATIVE STERILIZATION TECH LLC	CKS CUT IN MEDITECH	/	INNOVATIVE STERILIZATION TECH LLC	(4,058.78)
Check	11/18/2015	818	INTEGRATED ULTRASOUND CONSULTANTS	CKS CUT IN MEDITECH	/	INTEGRATED ULTRASOUND CONSULTANTS	(1,350.00)
Check	10/19/2015	734	JF FILTRATION INC	CKS CUT IN MEDITECH	/	JF FILTRATION INC	(1,617.86)
Check	11/03/2015	768	LANDAUER INC	CKS CUT IN MEDITECH	/	LANDAUER INC	(947.59)
Check	11/18/2015	823	LANDAUER INC	CKS CUT IN MEDITECH	/	LANDAUER INC	(875.64)
Check	12/24/2015	911	LEMAITRE VASCULAR INC	CKS CUT IN MEDITECH	/	LEMAITRE VASCULAR INC	(756.41)
Check	10/22/2015	10202015	Fees	Check Paid	/	LOWES COMPANIES INC.	(877.54)
Check	10/16/2015	725	LSI SOLUTIONS INC	CKS CUT IN MEDITECH	/	LSI SOLUTIONS INC	(107.59)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003419	/	M2 Medical Supply Inc	(4,005.25)
Check	12/30/2015	DEBIT	2500.00 · GENERAL SUPPLIES	MISCELLANEOUS DEBIT	/	MARK'S PLUMBING PARTS	(173.24)
Check	11/10/2015	788	MEDTOX DIAGNOSTICS INC	CKS CUT IN MEDITECH	/	MEDTOX DIAGNOSTICS INC	(367.86)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1357 FED # 002312	/	Medtronic Ent XOMed	(2,551.00)
Check	11/19/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002124	/	Medtronic Ent XOMed	(542.00)
Check	12/04/2015	WIRE	WIRE OUT	WIRE OUT T:1602 FED # 002724	/	Medtronic Ent XOMed	(1,047.00)
Check	10/14/2015	723	MIZUHO OSI	CKS CUT IN MEDITECH	/	MIZUHO OSI	(250.00)
Check	11/05/2015	WIRE	WIRE OUT	WIRE OUT T:1547 FED # 002081	/	Mobility Exchange	(1,070.05)
Check	12/02/2015	847	MOBILITY EXCHANGE LLC	CKS CUT IN MEDITECH	/	MOBILITY EXCHANGE LLC	(1,070.05)
Check	10/23/2015	FEES	CREDENTIALING FEES	MISCELLANEOUS DEBIT VISA RF#529626083354	/	NATL STDNT CLEARINGHOU 10 23 703-742-4200 VA	(17.87)
Check	12/10/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#534427083305	/	NATL STDNT CLEARINGHOU 12 10 703-742-4200 VA	(13.54)
Check	12/18/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#535228083302	/	NATL STDNT CLEARINGHOU 12 18 703-742-4200 VA	(13.54)
Check	10/14/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#528721600265	/	NPDB NPDB.HRSA.GOV 10 14 800-767-6732 VA	(3.00)
Check	10/15/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#528827600267	/	NPDB NPDB.HRSA.GOV 10 15 800-767-6732 VA	(3.00)
Check	10/16/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#528920600263	/	NPDB NPDB.HRSA.GOV 10 16 800-767-6732 VA	(3.00)
Check	10/16/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#528925600263	/	NPDB NPDB.HRSA.GOV 10 16 800-767-6732 VA	(3.00)
Check	10/16/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#528928600263	/	NPDB NPDB.HRSA.GOV 10 16 800-767-6732 VA	(3.00)
Check	10/20/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529321600265	/	NPDB NPDB.HRSA.GOV 10 20 800-767-6732 VA	(3.00)
Check	10/20/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529321600265	/	NPDB NPDB.HRSA.GOV 10 20 800-767-6732 VA	(3.00)

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	10/21/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529428600270	/	NPDB NPDB.HRSA.GOV 10 21 800-767-6732 VA	(3.00)
Check	10/23/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529626600245	/	NPDB NPDB.HRSA.GOV 10 23 800-767-6732 VA	(3.00)
Check	10/23/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#529629600245	/	NPDB NPDB.HRSA.GOV 10 23 800-767-6732 VA	(3.00)
Check	10/27/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#530024600271	/	NPDB NPDB.HRSA.GOV 10 27 800-767-6732 VA	(3.00)
Check	10/29/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#530226600208	/	NPDB NPDB.HRSA.GOV 10 29 800-767-6732 VA	(3.00)
Check	10/30/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#530328600196	/	NPDB NPDB.HRSA.GOV 10 30 800-767-6732 VA	(3.00)
Check	11/06/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#531022600203	/	NPDB NPDB.HRSA.GOV 11 06 800-767-6732 VA	(3.00)
Check	11/10/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#531420600198	/	NPDB NPDB.HRSA.GOV 11 10 800-767-6732 VA	(3.00)
Check	11/18/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#532224600213	/	NPDB NPDB.HRSA.GOV 11 18 800-767-6732 VA	(3.00)
Check	11/24/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#532826600222	/	NPDB NPDB.HRSA.GOV 11 24 800-767-6732 VA	(3.00)
Check	11/24/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#532829600222	/	NPDB NPDB.HRSA.GOV 11 24 800-767-6732 VA	(3.00)
Check	12/18/2015	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#535226600284	/	NPDB NPDB.HRSA.GOV 12 18 800-767-6732 VA	(3.00)
Check	01/05/2016	FEES	FEES	MISCELLANEOUS DEBIT VISA RF#600526600230	/	NPDB NPDB.HRSA.GOV 01 05 800-767-6732 VA	(3.00)
Check	11/04/2015	WIRE	WIRE OUT	WIRE OUT T:1112 FED # 000925	/	NRG & Associate LLC	(4,000.00)
Check	10/20/2015	740	PARADIGM SURGICAL	CKS CUT IN MEDITECH	/	PARADIGM SURGICAL	(571.67)
Check	12/08/2015	875	PATIENT REFUNDS	CKS CUT IN MEDITECH	/	PATIENT REFUNDS	(1,254.97)
Check	11/03/2015	CC FEES	FEES	PAYMENTECH FEE	/	PAYMENTECH FEE 5846588 FPMC - Ft. Worth	(1,711.88)
Check	12/03/2015	FEES	FEES	PAYMENTECH FEE	/	PAYMENTECH FEE 5846588 FPMC - Ft. Worth	(577.11)
Check	01/05/2016	CC FEES	FEES	PAYMENTECH FEE	/	PAYMENTECH FEE 5846588 FPMC - Ft. Worth	(1,755.51)
Check	11/23/2015	831	PETER BRASSELER HOLDINGS LLC	CKS CUT IN MEDITECH		PETER BRASSELER HOLDINGS LLC	(549.56)
Check	12/04/2015	864	PETER BRASSELER HOLDINGS LLC	CKS CUT IN MEDITECH		PETER BRASSELER HOLDINGS LLC	(22.28)
Check	12/11/2015	890	PETER BRASSELER HOLDINGS LLC	CKS CUT IN MEDITECH	/	PETER BRASSELER HOLDINGS LLC	(563.06)
Check	12/28/2015	913	PINESTAR TECHNOLOGY INC	CKS CUT IN MEDITECH		PINESTAR TECHNOLOGY INC	(673.00)
Check	11/20/2015	827	PITNEY BOWES GLOBAL FINANCIAL	CKS CUT IN MEDITECH		PITNEY BOWES GLOBAL FINANCIAL	(421.22)
Check	11/10/2015	789	PRECISION SURGICAL INC	CKS CUT IN MEDITECH	/	PRECISION SURGICAL INC	(708.50)
Check	12/28/2015	914	PRESHIE WILSON	CKS CUT IN MEDITECH		PRESHIE WILSON	(3,288.43)
Check	10/27/2015	756	PROGRESSIVE MEDICAL INC	CKS CUT IN MEDITECH	/	PROGRESSIVE MEDICAL INC	(2,334.57)
Check	10/28/2015	758	PROGRESSIVE MEDICAL INC	CKS CUT IN MEDITECH		PROGRESSIVE MEDICAL INC	(774.81)
Check	11/09/2015	783	RADCOM ASSOCIATES LTD	CKS CUT IN MEDITECH	/	RADCOM ASSOCIATES LTD	(4,650.00)
Check	11/05/2015	775	RICHERSON ENTERPRISES INC	CKS CUT IN MEDITECH	/	RICHERSON ENTERPRISES INC	(1,273.00)
Check	11/18/2015	819	RICHERSON ENTERPRISES INC	CKS CUT IN MEDITECH	/	RICHERSON ENTERPRISES INC	(402.00)
Check	11/18/2015	824	SHARN INC	CKS CUT IN MEDITECH	/	SHARN INC	(1,001.33)
Check	11/23/2015	834	SHRED DOCUMENT DESTRUCTION	CKS CUT IN MEDITECH		SHRED DOCUMENT DESTRUCTION	(1,883.00)
Check	10/23/2015	748	SIEMENS HEALTHCARE DIAGNOSTICS INC	CKS CUT IN MEDITECH	/	SIEMENS HEALTHCARE DIAGNOSTICS INC	(129.93)
Check	12/09/2015	WIRE	WIRE OUT	WIRE OUT T:1612 FED # 002551	/	Siemens Medical Solutions	(2,119.22)
Check	12/16/2015	WIRE	WIRE OUT	WIRE OUT T:1457 FED # 002304	/	SSI Group	(3,543.38)
Check	10/19/2015	738	STERILE COMPOUNDING OF AMERICA	CKS CUT IN MEDITECH	/	STERILE COMPOUNDING OF AMERICA	(1,433.00)

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/16/2015	899	STERILE COMPOUNDING OF AMERICA	CKS CUT IN MEDITECH	/	STERILE COMPOUNDING OF AMERICA	(376.15)
Check	12/22/2015	906	STERILE COMPOUNDING OF AMERICA	CKS CUT IN MEDITECH	/	STERILE COMPOUNDING OF AMERICA	(359.50)
Check	10/30/2015	DEBIT	5000 · MISCELLANEOUS	MISCELLANEOUS DEBIT VISA RF#530222703400	/	STRECK LABORATORIES 10 29 402-6917413 NE	(400.00)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003418	/	Stryker Instruments	(3,600.25)
Check	10/16/2015	WIRE	WIRE OUT	WIRE OUT T:1553 FED # 002963	/	Stryker Sales Corp.	(720.80)
Check	10/15/2015	DEBIT	5000 · MISCELLANEOUS	MISCELLANEOUS DEBIT VISA RF#528720894208	/	SYMMETRY SURGICAL 10 15 6159645558 TN	(3,902.40)
Check	10/20/2015	DEBIT	5000 · MISCELLANEOUS	MISCELLANEOUS DEBIT VISA RF#529225894325	/	SYMMETRY SURGICAL 10 20 6159645558 TN	(433.60)
Check	11/10/2015	WIRE	WIRE OUT	WIRE OUT T:1632 FED # 002758	/	Synovis Micro Companies	(3,390.00)
Check	10/13/2015	WIRE	WIRE OUT	WIRE OUT T:1607 FED # 003851	/	TCB Associates Inc	(4,560.00)
Check	10/23/2015	752	TECHNIFAX CORPORATION	CKS CUT IN MEDITECH	/	TECHNIFAX CORPORATION	(2,119.42)
Check	11/17/2015	815	TECHNIFAX CORPORATION	CKS CUT IN MEDITECH	/	TECHNIFAX CORPORATION	(2,519.15)
Check	10/19/2015	FEES	TELECHECK INV	FEES	/	Telecheck INV102015C 0190067254 FPMC FORT WORTH	(258.82)
Check	11/19/2015	FEES	TELECHECK FEES	FEES	/	Telecheck INV112015C 0190067254 FPMC FORT WORTH	(448.78)
Check	12/21/2015	FEES	TELECHECK FEES	FEES	/	Telecheck INV122015C 0190067254 FPMC FORT WORTH	(233.13)
Check	10/23/2015	751	TELEFLEX MEDICAL INC	CKS CUT IN MEDITECH	/	TELEFLEX MEDICAL INC	(2,630.30)
Check	10/30/2015	764	TELEFLEX MEDICAL INC	CKS CUT IN MEDITECH	/	TELEFLEX MEDICAL INC	(270.29)
Check	11/10/2015	791	TELEFLEX MEDICAL INC	CKS CUT IN MEDITECH	/	TELEFLEX MEDICAL INC	(1,221.06)
Check	10/20/2015	WIRE	WIRE OUT	WIRE OUT T:1307 FED # 001482	/	TerumoBCT	(2,750.00)
Check	12/11/2015	892	TIFFANY C WEAVER	CKS CUT IN MEDITECH	/	TIFFANY C WEAVER	(1,154.11)
Check	10/28/2015	WIRE	WIRE OUT	WIRE OUT T:1622 FED # 003421	/	TriMed Inc.	(4,690.00)
Check	12/08/2015	872	TYPENEX MEDICAL LLC	CKS CUT IN MEDITECH	/	TYPENEX MEDICAL LLC	(620.58)
Check	12/02/2015	848	TZ MEDICAL INC	CKS CUT IN MEDITECH	/	TZ MEDICAL INC	(2,048.00)
Check	12/15/2015	895	TZ MEDICAL INC	CKS CUT IN MEDITECH	/	TZ MEDICAL INC	(720.00)
Check	11/23/2015	835	ULTRAPURE AND INDUSTRIAL SERVICES	CKS CUT IN MEDITECH	/	ULTRAPURE AND INDUSTRIAL SERVICES	(575.00)
Check	12/03/2015	853	ULTRAPURE AND INDUSTRIAL SERVICES	CKS CUT IN MEDITECH	/	ULTRAPURE AND INDUSTRIAL SERVICES	(575.00)
Check	12/08/2015	873	ULTRAPURE AND INDUSTRIAL SERVICES	CKS CUT IN MEDITECH	/	ULTRAPURE AND INDUSTRIAL SERVICES	(2,489.00)
Check	11/06/2015	782	VANESSA SANTILLAN	CKS CUT IN MEDITECH	/	VANESSA SANTILLAN	(180.80)
Check	11/10/2015	792	VELMED INC	CKS CUT IN MEDITECH	/	VELMED INC	(1,789.96)
Check	10/20/2015	DEBIT	WEBFILE TAX PMT DD	7900 · GEN AND ADMIN	/	WEBFILE TAX PYMT DD 902 22186851 33311 12345 EDI XML -	(82.91)
Check	11/18/2015	DEBIT	WEBFILE TAX PMT DD	7900 · GEN AND ADMIN	/	WEBFILE TAX PYMT DD 902 22421798 33311 12345 EDI XML -	(22.17)
Check	12/17/2015	901	WERFEN USA LLC	CKS CUT IN MEDITECH	/	WERFEN USA LLC	(483.44)
Check	12/22/2015	907	WERFEN USA LLC	CKS CUT IN MEDITECH	/	WERFEN USA LLC	(141.31)
Check	12/04/2015	865	WEST COAST MEDICAL RESOURCES INC	CKS CUT IN MEDITECH	/	WEST COAST MEDICAL RESOURCES INC	(3,253.00)
Check	10/16/2015	729	WESTERN WATER CONSULTANTS INC	CKS CUT IN MEDITECH	/	WESTERN WATER CONSULTANTS INC	(475.00)
Check	12/15/2015	896	WL GORE AND ASSOCIATES INC	CKS CUT IN MEDITECH	/	WL GORE AND ASSOCIATES INC	(492.00)
Check	12/16/2015	900	WL GORE AND ASSOCIATES INC	CKS CUT IN MEDITECH	/	WL GORE AND ASSOCIATES INC	(2,424.00)
Check	12/31/2015	916	WSS INC	CKS CUT IN MEDITECH	/	WSS INC	(2,796.26)

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/07/2015	866	XODUS MEDICAL INC	CKS CUT IN MEDITECH	/	XODUS MEDICAL INC	(1,116.00)
					Total:		(165,565.59)

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
0003 - DISB. ACCT#1511004044							
Check	01/06/2016	930	AMERICAN CATHETER CORP	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/05/2016	926	BRACCO DIAGNOSTICS	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	11/05/2015	776	C2C RESOURCES	CKS CUT IN MEDITECH	√	VOID: VOIDED 11/6/15	
Check	01/05/2016	927	CARDINAL HEALTH MEDICAL	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	938	CERTIFIED FIRE PROTECTION INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/04/2016	917	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/08/2016	940	COOK MEDICAL INCORPORATED	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	12/01/2015	843	COOPER ATKINS CORPORATION	CKS CUT IN MEDITECH	√	VOID: VOIDED/ISSUED IN ERROR	
Deposit	12/28/2015	DEPOSIT	DEPOSIT	DEPOSIT	/	Deposit/IPG CK	124,225.16
Check	01/06/2016	931	ERIC BEATY	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/05/2016	928	FISHER HEALTHCARE	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/05/2016	929	FORWARD ADVANTAGE INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	11/12/2015	808	GROUP ONE SERVICES INC	CKS CUT IN MEDITECH	√	VOID: VOIDED PER EMAIL	
Check	01/04/2016	918	IMAGEFIRST DALLAS LLC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	932	JD FUTURE ENTERPRISES INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	933	JOHNSON CONTROLS INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	934	LEXI COMP INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	939	MEDCOMPLIANCE SERVICES INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	935	MEDIVATORS INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	10/13/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	816,000.00
Check	10/19/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	982,000.00
Check	10/26/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	570,000.00
Check	11/02/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	788,000.00
Check	11/10/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	826,000.00
Check	11/16/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	887,000.00
Check	11/23/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	644,000.00
Check	11/30/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	889,000.00
Check	12/08/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	781,000.00
Check	12/09/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	321,000.00
Check	12/14/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	515,000.00
Check	12/21/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	931,000.00
Check	12/28/2015	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	760,000.00
Check	01/04/2016	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	743,000.00
Check	01/07/2016	TSFR	MISCELLANEOUS CREDIT XFR TO DDA	0001 · CHECKING acct 1111063317	/	MISCELLANEOUS CREDIT XFR TO DDA FR DDA 001111063317	237,000.00
Check	01/04/2016	922	PURCHASE POWER	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/04/2016	923	RADCOM ASSOCIATES LTD	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	936	RICHERSON ENTERPRISES INC	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Check	01/06/2016	937	SPECTROS CORPORATION	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	

Voided Checks or Credits During Preference Period

Type	Date	Num	Name	Wire Fed # or Check	Clr	Memo	Amount
Check	12/22/2015	905	STERILE COMPOUNDING OF AMERICA	CKS CUT IN MEDITECH		VOID: DUPLICATE INVOICE	
Check	01/04/2016	924	SUPPLEMENTAL HEALTH CARE	CKS CUT IN MEDITECH	√	VOID: VOID PER EMAIL/STOP PAY 1/28/16	
Deposit	11/19/2015	WIRE	WIRE IN	WIRE IN	/	WIRE IN T:0808 FED # 001416 BIOMEDICAL ENTERPRISES INC	26,056.00
Deposit	12/31/2015	WIRE	WIRE IN	WIRE IN	/	WIRE IN T:0958 FED # 000574 GIBRALTAR BUSINESS CAPITAL LLC	24,661.00
						Total	10,864,942.16

Exhibit “B”
to First Amended Disclosure Statement

CONFIDENTIAL - DO NOT DISTRIBUTE
SUBJECT TO REVIEW MATERIAL ADJUSTMENT

3/13/2017

Forest Park Medical Center at Fort Worth Updated Sources & Uses

	High Recovery	Low Recovery	Comment
2/28 Cash Balance	\$ 2,587	\$ 2,587	
Sources			
Estimated Remaining Collections	60	-	Based on Accordias collectibility estimates
Jefe Plover Proposed Settlement	-	-	
Chapter 5/Other Litigation Recoveries	TBD	TBD	Pending analysis of claims
Total Sources	60		
Uses			
Secured			
Garrison/Centennial Equipment	-	-	All secured claims have been settled
Jefe Plover Lien	-	-	Summary Judgement entered on 12/22
Total Secured Claims			
Wind-Down			
2016/2017 Franchise Tax	(150)	(200)	High recovery based on 2015 tax payment
Post-Petition Vendors	-	(99)	Low recovery assumes 100% of invoices
Medical Records Disposition ¹	(50)	(50)	3rd party vendors paid in January for Onbase; PACS records remaining
Collection Fees	(38)	(38)	Accordias monthly fee of \$12.5k assumed through May
Total Wind-Down Costs	(238)	(387)	
Professional Fees			
Unpaid fees through January 2017	(240)	(240)	
Estimated ongoing fees (through May)	(283)	(424)	Estimated at 75% of January activity level, 50% for high-recovery
Total Professional Fees	(523)	(664)	
Potential Settlement Outcomes			
FPMC Services Vendors	-	(225)	15% increase from schedule received via court docs
Management Company Administrative Claim	-	(350)	
Methodist Break-up Fee	-	(250)	
Total Potential Litigation Outcomes		(575)	
Priority Claims			
Employee PTO	(77)	(198)	High recovery represents only claims FILED
Total Priority Claims	(77)	(198)	
Total Uses	(837)	(1,823)	
Cash Available for GUC	\$ 1,810	\$ 764	
Total Unsecured Claims			
	\$ 18,839	\$ 68,714	High recovery = Scheduled claims; low recovery = POCs filed
- Forest Park Realty	(11,123)		
- Jefe Plover Duplicate Claim		(2,500)	
- Vibrant/Management Company	(1,233)	(1,081)	
- Equity Claims		(1,000)	
- Garrison/Centennial		(50,360)	
- Employee Priority Amounts		(64)	
- Duplicates & Post-Bar Date Claims		(3,476)	
Anticipated Unsecured Claims	\$ 6,283	\$ 10,234	
Recovery	29%	7%	

¹ Both scenarios contemplate record destruction in 1 year. If FPMC FW is required to keep records for the life, these estimates will increase dramatically

Exhibit "C"
to First Amended Disclosure Statement

**Monthly Operating Report
CASH BASIS**

CASE NAME:	Forest Park Medical Center Ft Worth LLC
CASE NUMBER:	16-40198-rfn11
JUDGE:	Russell F. Nelms

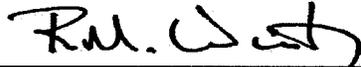
**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
REGION 6**

MONTHLY OPERATING REPORT

MONTH ENDING: February 2017
MONTH YEAR

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING MONTHLY OPERATING REPORT (CASH BASIS-1 THROUGH CASH BASIS-6) AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT, AND COMPLETE. DECLARATION OF THE PREPARER (OTHER THAN RESPONSIBLE PARTY) IS BASED ON ALL INFORMATION OF WHICH PREPARER HAS ANY KNOWLEDGE.

RESPONSIBLE PARTY:



ORIGINAL SIGNATURE OF RESPONSIBLE PARTY

Chief Restructuring Officer

TITLE

Ronald Winters

PRINTED NAME OF RESPONSIBLE PARTY

3/13/2017

DATE

PREPARER:



ORIGINAL SIGNATURE OF PREPARER

Chief Restructuring Officer Personnel

TITLE

Krista M Lovingfoss

PRINTED NAME OF PREPARER

3/13/2017

DATE

Monthly Operating Report
CASH BASIS-1

CASE NAME:	Forest Park Medical Center Ft Worth LLC														
CASE NUMBER:	16-40198-rfn11														
		Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17
CASH RECEIPTS AND DISBURSEMENTS															
1. CASH - BEGINNING OF MONTH	\$ 503,266.29	\$ 842,385.68	\$ 723,835.53	\$ 329,982.47	\$ 452,407.90	\$ 5,746,044.03	\$ 5,451,448.11	\$ 4,567,484.13	\$ 3,554,792.55	\$ 3,333,000.83	\$ 3,333,000.83	\$ 3,330,649.45	\$ 3,285,268.53	\$ 3,423,052.29	\$ 3,330,189.02
2. CASH SALES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. ACCOUNTS RECEIVABLE COLLECTIONS	\$ 1,601,618.28	\$ 1,771,615.12	\$ 1,886,981.12	\$ 2,281,905.73	\$ 2,202,058.23	\$ 1,470,810.79	\$ 528,860.88	\$ 2,677,656.99	\$ 2,643,664.23	\$ 668,245.34	\$ 20,571.73	\$ 238,897.57	\$ 82,278.81	\$ 13,980.64	\$ -
4. DEANS AND ADVANCES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. SALE OF ASSETS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. LEASE & RENTAL INCOME	\$ 986.61	\$ 533.46	\$ 802.18	\$ 1,428.70	\$ 879.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. MEDICAL RECORDS FEES	\$ 82,209.68	\$ 118,089.53	\$ 86,245.80	\$ -	\$ 4,546,710.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. OTHER RECEIPTS	\$ 1,656,814.57	\$ 1,890,237.91	\$ 1,974,029.10	\$ 2,285,334.43	\$ 6,752,648.03	\$ 1,470,810.79	\$ 637,707.43	\$ 311,477.67	\$ 243,679.36	\$ 68,245.34	\$ 29,571.73	\$ 238,897.57	\$ 104,191.77	\$ 15,697.21	\$ -
9. DISBURSEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. NET PAYROLL & TAXES	\$ 424,781.26	\$ 846,072.56	\$ 1,268,342.63	\$ 808,469.12	\$ 798,345.70	\$ 212,694.18	\$ 567,466.85	\$ 1,039,999.98	\$ 88,038.44	\$ 4,230.76	\$ -	\$ -	\$ -	\$ -	\$ -
11. BENEFITS	\$ 257,202.26	\$ 158,742.56	\$ 158,742.56	\$ 255,527.45	\$ 195,861.61	\$ 186,243.80	\$ 740.63	\$ -	\$ 535.00	\$ 3,640.02	\$ -	\$ -	\$ -	\$ -	\$ -
12. SALES USE & OTHER TAXES PAID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. INVENTORY PURCHASES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. MORTGAGE PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. OTHER SECURED NOTE PAYMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. RENTAL & LEASE PAYMENTS	\$ 34,137.93	\$ 34,137.93	\$ 34,137.93	\$ 36,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. UTILITIES	\$ 90,790.89	\$ 45,178.74	\$ 1,070.05	\$ 62,161.66	\$ 1,070.05	\$ 859,722.83	\$ 106,052.69	\$ -	\$ 17,765.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. INSURANCE	\$ 60,271.36	\$ 100,234.04	\$ 103,443.19	\$ 195,395.46	\$ 95,268.45	\$ 127,230.45	\$ 321,104.21	\$ 339,214.18	\$ 27,483.19	\$ 24,421.69	\$ 76,329.76	\$ 524,271.69	\$ 197,318.63	\$ 13,500.00	\$ -
19. OUTSIDE SERVICES	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 51,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. PROFESSIONAL FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. PROFESSIONAL FEES - PHYSICIAN	\$ 51,900.00	\$ 103,800.00	\$ 69,200.00	\$ 62,300.00	\$ 51,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. REPAIRS & MAINTENANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. SUPPLIES	\$ 371,611.48	\$ 877,346.91	\$ 725,539.81	\$ 730,446.40	\$ 315,076.90	\$ 84,550.00	\$ 91,728.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. ADVERTISING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. HOUSEHOLD EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. CHARITABLE CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. FEES	\$ -	\$ 2,017.88	\$ 4,964.55	\$ 12,308.91	\$ 3,489.19	\$ 32,404.30	\$ 55,640.58	\$ 3,942.52	\$ 1,097.51	\$ 148,885.69	\$ 823.81	\$ 512.36	\$ 736.41	\$ 509.56	\$ -
28. OTHER (ATTACH LIST)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29. CAPITAL ORDINARY DISBURSEMENTS	\$ 1,315,695.18	\$ 2,008,788.06	\$ 2,367,882.16	\$ 2,162,999.00	\$ 1,499,011.90	\$ 533,124.73	\$ 816,403.39	\$ 160,299.37	\$ 236,865.15	\$ 35,631.62	\$ 28,839.52	\$ 101,113.81	\$ 198,655.04	\$ 13,009.56	\$ -
30. PROFESSIONAL FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31. U.S. TRUSTEE FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32. OTHER (ATTACH LIST)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33. TOTAL REORGANIZATION EXPENSES	\$ 1,315,695.18	\$ 2,008,788.06	\$ 2,367,882.16	\$ 2,162,999.00	\$ 1,499,011.90	\$ 533,124.73	\$ 816,403.39	\$ 160,299.37	\$ 236,865.15	\$ 35,631.62	\$ 28,839.52	\$ 101,113.81	\$ 198,655.04	\$ 13,009.56	\$ -
34. TOTAL DISBURSEMENTS	\$ 1,315,695.18	\$ 2,008,788.06	\$ 2,367,882.16	\$ 2,162,999.00	\$ 1,499,011.90	\$ 533,124.73	\$ 816,403.39	\$ 160,299.37	\$ 236,865.15	\$ 35,631.62	\$ 28,839.52	\$ 101,113.81	\$ 198,655.04	\$ 13,009.56	\$ -
35. NET CASH FLOW	\$ 309,119.39	\$ (118,550.15)	\$ (393,853.06)	\$ 122,425.43	\$ 5,295,636.13	\$ (294,693.93)	\$ (883,963.98)	\$ (1,012,691.88)	\$ (719,790.72)	\$ 29,886.29	\$ 3,359,649.65	\$ 3,285,268.53	\$ 3,423,052.29	\$ 3,509,189.02	\$ 2,381,172.65
36. CASH - END OF MONTH	\$ 842,385.68	\$ 723,835.53	\$ 329,982.47	\$ 452,407.90	\$ 5,746,044.03	\$ 5,451,448.11	\$ 4,567,484.13	\$ 3,554,792.55	\$ 3,333,000.83	\$ 3,333,000.83	\$ 3,330,649.45	\$ 3,285,268.53	\$ 3,285,268.53	\$ 3,423,052.29	\$ 3,330,189.02

* 5/31/16 balance reflects balance from bank records prior to end-of-day (additional cash was received on 5/31/16). June receipts include such additional 5/31/16 receipts.
 * In June MOR, June professional fees included in other Disbursements. June Professional Fees corrected here and are included in June Reorganization Expenses.
 * Franchisee tax payment for 2015

Monthly Operating Report
CASH BASIS-2

CASE NAME:	Forest Park Medical Center Ft Worth LLC
CASE NUMBER:	16-40198-rfn11

BANK RECONCILIATIONS	Acct #1	Acct #2	Acct #3	
A. BANK:	TCB	TCB	Frost	TOTAL
B. ACCOUNT NUMBER:	4044	3317	7466	
C. PURPOSE (TYPE):	DIP Acct	Receipts	DIP Acct	
1. BALANCE PER BANK STATEMENT				\$ -
2. ADD: TOTAL DEPOSITS NOT CREDITED				\$ -
3. SUBTRACT: OUTSTANDING CHECKS				\$ -
4. OTHER RECONCILING ITEMS				\$ -
5. MONTH END BALANCE PER BOOKS	\$ -	\$ -	\$ -	\$ -
6. NUMBER OF LAST CHECK WRITTEN				

See Attached Bank Reconciliation Worksheets

INVESTMENT ACCOUNTS	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
BANK, ACCOUNT NAME & NUMBER				
7. N/A				
8.				
9.				
10.				
11. TOTAL INVESTMENTS			\$ -	\$ -

CASH	
12. CURRENCY ON HAND	\$ -
13. TOTAL CASH - END OF MONTH	\$ -

Monthly Operating Report
CASH BASIS-3

CASE NAME: Forest Park Medical Center F Worth LLC
CASE NUMBER: 16-0198-rfn11

ASSETS OF THE ESTATE ¹		SCHEDULE AMOUNT	MONTH Jan-16	MONTH Feb-16	MONTH Mar-16	MONTH Apr-16	MONTH May-16	MONTH Jun-16	MONTH Jul-16	MONTH Aug-16	MONTH Sep-16	MONTH Oct-16	MONTH Nov-16	MONTH Dec-16	MONTH Jan-17	MONTH Feb-17
SCHEDULE "A" REAL PROPERTY																
1.																
2.																
4.	OTHER (ATTACH LIST)	\$ 778,638.93	\$ 764,811.00	\$ 752,800.00	\$ 738,973.00	\$ 725,145.00	\$ 711,318.00									
5.	TOTAL REAL PROPERTY ASSETS	\$ 778,638.93	\$ 764,811.00	\$ 752,800.00	\$ 738,973.00	\$ 725,145.00	\$ 711,318.00									
SCHEDULE "B"																
PERSONAL PROPERTY																
1.	CASH ON HAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.	CHECKING, SAVINGS, ETC.	\$ 502,266.29	\$ 935,096.00	\$ 722,885.00	\$ 181,415.00	\$ 119,727.00	\$ 1,916,508.00	\$ 85,451,448.11	\$ 4,567,484.11	\$ 3,554,792.55	\$ 3,333,000.83	\$ 3,459,649.45	\$ 3,285,268.33	\$ 3,423,032.29	\$ 3,329,189.02	\$ 2,587,172.65
3.	DEPOSITS/PREPAYMENTS*	\$ 473,099.24	\$ 606,950.00	\$ 482,350.00	\$ 277,233.00	\$ 205,231.00	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ 233,950.00	\$ -	\$ -	\$ -
4.	HOUSEHOLD GOODS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.	BOOKS, PICTURES, ART	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.	WEARING APPAREL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.	FURS AND JEWELRY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.	PERKINS & SPORTS EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.	INSURANCE POLICIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.	VEHICLES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.	EDUCATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.	RETIREMENT & PROFIT SHARING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.	STOCKS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.	PARTNERSHIPS & JOINT VENTURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.	GOVERNMENT & CORPORATE BONDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16.	ACCOUNTS RECEIVABLE*	\$ 6,474,665.33	\$ 5,576,806.00	\$ 5,034,482.00	\$ 5,247,542.00	\$ 5,180,899.00	\$ 4,665,520.34	\$ 1,439,226.02	\$ 1,283,259.14	\$ 851,638.96	\$ 690,778.20	\$ 664,382.70	\$ 552,928.19	\$ 124,965.41	\$ 883,184.45	\$ 59,977.60
17.	ALUMONY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18.	OTHER LIQUIDATED DEBITS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19.	EQUITABLE INTERESTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20.	CONTINGENT INTERESTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.	OTHER CLAIMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22.	PATENTS & COPYRIGHTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23.	LICENSES & FRANCHISES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24.	CUSTOMER LISTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25.	TOOLS & EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26.	BOATS & MOTORBOATS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27.	AIRCRAFT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28.	EQUIPMENT*	\$ 26,377,637.68	\$ 25,677,901.00	\$ 24,942,204.00	\$ 24,246,939.00	\$ 23,550,807.00	\$ 22,855,105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29.	MACHINERY, FIXTURES & EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30.	INVENTORY*	\$ 2,023,804.90	\$ 2,116,441.00	\$ 2,161,654.00	\$ 2,095,629.00	\$ 1,999,748.00	\$ 1,997,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31.	INMATERIALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32.	CROPS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33.	FARMING EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34.	FARM SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35.	OTHER (ATTACH LIST)	\$ 1,107,468.12	\$ 1,086,367.00	\$ 1,194,464.00	\$ 1,328,497.00	\$ 1,294,898.00	\$ 1,297,214.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36.	TOTAL REAL PROPERTY ASSETS	\$ 36,919,941.56	\$ 35,959,571.00	\$ 34,538,050.00	\$ 33,376,819.00	\$ 32,291,010.00	\$ 32,875,242.34	\$ 7,125,124.13	\$ 6,054,693.27	\$ 4,640,381.31	\$ 4,259,720.03	\$ 4,257,982.15	\$ 4,072,146.72	\$ 3,548,017.70	\$ 3,417,567.47	\$ 2,647,170.23
37.	TOTAL ASSETS	\$ 37,698,580.49	\$ 36,724,382.00	\$ 35,280,830.00	\$ 34,115,992.00	\$ 33,016,155.00	\$ 33,587,060.34	\$ 7,125,124.13	\$ 6,054,693.27	\$ 4,640,381.31	\$ 4,259,720.03	\$ 4,257,982.15	\$ 4,072,146.72	\$ 3,548,017.70	\$ 3,417,567.47	\$ 2,647,170.23

¹ Prior to 6/30/16, the Debtor entered settlements with its equipment lessors / creditors under arrangements which requires the Debtor to remove equipment (line 28) and inventory (line 30) from the balance sheet. See footnotes 3 and 4 below. The Debtor presently believes it may not be able to realize value on the Other Assets (line 35) and has accordingly removed it from balance sheet and plans to fully reserve the amount. The Debtor is evaluating its ability to realize on Deposits / Prepayments (line 3) and may make adjustments in the coming months.

² As noted in earlier MOCA, the Debtor ceased clinical operations on 5/20/16 and did not invoice (or have clinical revenue) after this date (except for pre-fixture services). Net AR on row 16 Debtor sets off condition, revenue, for pre-fixture services previously recorded (if any) and reserves / adjustments for calculability of the remaining balance in the post-closure environment. The Debtor will continue to invoice for pre-fixture services on business available. The figure here is amount from the Debtor's principal billing and collection vendor and was revised in the current month based on updated information on collection timing.

³ In connection with the settlement with the Garrison entities, the Debtor has removed all equipment from the balance sheet as of June 30, 2016.

⁴ In connection with its settlement with the Garrison entities, the Debtor has consented to Garrison foreclosing on the inventory from the balance sheet as of June 30, 2016.

Monthly Operating Report
CASH BASIS-4

CASE NAME:	Forest Park Medical Center Ft Worth LLC
CASE NUMBER:	16-40198-rfn11

MONTH: February

LIABILITIES OF THE ESTATE		
PREPETITION LIABILITIES	SCHEDULE AMOUNT	PAYMENTS
1. SECURED	\$ 41,194,433.00	
2. PRIORITY		
3. UNSECURED	\$ 18,638,573.11	
4. OTHER (ATTACH LIST)		
5. TOTAL PREPETITION LIABILITIES	\$ 59,833,006.11	\$ -

POSTPETITION LIABILITIES	DATE INCURRED	AMOUNT OWED	DUE DATE	AMOUNT PAST DUE
1. FEDERAL INCOME TAXES		\$ -		
2. FICA/MEDICARE	02/01/17	\$ -		
3. STATE TAXES (sales tax)	02/01/17	\$ -		
4. REAL ESTATE TAXES	02/01/17	\$ -		
5. OTHER TAXES (ATTACH LIST)		\$ -		
6. TOTAL TAXES		\$ -		\$ -
OTHER POSTPETITION LIABILITIES INCLUDING TRADE CREDITORS (LIST NAMES OF CREDITORS)				
1. Vibrant/The Management Co ¹	02/01/17	\$ 307,559.54		
2. FPMC Shared Services ¹	02/01/17	\$ 146,300.92		
3. FPMC Ft Worth Realty Partners ²	02/01/17			
4. Forshey & Prostok ³	02/01/17	\$ 124,251.98		
5. Alvarez & Marsal ³	02/01/17	\$ 31,936.76		
6. Cohn Reznik ³	02/01/17	\$ 17,634.50		
7. Arent Fox ³	02/01/17	\$ 65,134.57		
8. Cole Schotz ³	02/01/17	\$ 1,002.50		
9. Charter	02/01/17	\$ 14,476.93		
10. TOTAL OF LINES 1 - 9		\$ 708,297.70		\$ -
12. TOTAL POSTPETITION LIABILITIES		\$ 708,297.70		\$ -

¹ Related parties; disputed by Debtor.² All obligations to FPMC FW Realty Partners were settled under Order [Dkt 310] Granting the Debtor's Motion [Dkt 286] for Mutual Release and Settlement Agreement between Texas Health Resources and Forest Park Medical Center at Fort Worth, LLC.³ Reflects unpaid portions of invoices submitted to date; Professionals have not submitted invoices for February 2017 (Debtor has not accrued an estimated amount).

Monthly Operating Report
CASH BASIS-ACASH BASIS-4A

CASE NAME: Forest Park Medical Center F. Worth LLC
CASE NUMBER: 16-40198-rfn11

ACCOUNTS RECEIVABLE AGING*	MONTH														
	SCHEDULE AMOUNT	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17
1. 0-30	\$ 3,654,467.47	\$ 1,489,408.69	\$ 1,629,100.99	\$ 2,181,068.59	\$ 1,735,285.88	\$ 992,110.12	\$ 2,361,783.00	\$ 1,672,377.01	\$ 846,007.00	\$ 4,361,223.00	\$ -1,152,478.00	\$ 3,807,484.00	\$ 2,899,283.00	\$ 2,987,757.10	\$ 2,130,860.39
2. 31-60	\$ 767,843.62	\$ 1,790,377.03	\$ 1,078,084.54	\$ 972,824.70	\$ 1,592,716.18	\$ 1,236,245.49	\$ 1,280,937.00	\$ 5,042,463.00	\$ 3,622,019.00	\$ 6,142,707.00	\$ 4,468,026.00	\$ 3,807,484.00	\$ 2,899,283.00	\$ 2,987,757.10	\$ 2,130,860.39
3. 61-90	\$ 585,459.59	\$ 513,911.03	\$ 1,058,999.49	\$ 948,513.33	\$ 608,157.24	\$ 1,248,363.49	\$ 2,260,937.00	\$ 1,672,377.01	\$ 846,007.00	\$ 4,361,223.00	\$ -1,152,478.00	\$ 3,807,484.00	\$ 2,899,283.00	\$ 2,987,757.10	\$ 2,130,860.39
4. 91+	\$ 2,367,419.07	\$ 2,941,129.97	\$ 2,385,311.54	\$ 2,511,132.81	\$ 3,564,115.25	\$ 3,714,576.45	\$ 4,499,937.00	\$ 5,042,463.00	\$ 3,622,019.00	\$ 6,142,707.00	\$ 4,468,026.00	\$ 3,807,484.00	\$ 2,899,283.00	\$ 2,987,757.10	\$ 2,130,860.39
5. TOTAL ACCOUNTS RECEIVABLE	\$ 7,375,289.75	\$ 6,784,826.72	\$ 6,150,887.56	\$ 6,614,548.43	\$ 7,190,274.55	\$ 7,191,295.23	\$ 8,142,707.00	\$ 9,461,780.86	\$ 6,700,046.00	\$ 11,152,478.00	\$ 6,664,382.70	\$ 5,524,968.00	\$ 4,687,026.00	\$ 4,975,514.20	\$ 3,261,720.78
6. AMOUNT CONSIDERED UNCOLLECTIBLE	\$ 900,624.42	\$ 1,138,020.84	\$ 1,116,406.06	\$ 1,367,000.26	\$ 2,119,677.19	\$ 2,525,774.89	\$ 6,702,980.98	\$ 5,461,780.86	\$ 3,616,387.04	\$ 3,488,092.30	\$ 3,254,555.81	\$ 2,774,317.59	\$ 2,899,438.65	\$ 2,070,852.79	\$ 1,500,000.00
7. ACCOUNTS RECEIVABLE (NET)	\$ 6,474,665.33	\$ 5,646,805.88	\$ 5,034,481.50	\$ 5,247,548.17	\$ 5,070,597.36	\$ 4,665,520.34	\$ 1,439,726.02	\$ 3,999,999.99	\$ 3,083,658.96	\$ 7,664,385.70	\$ 3,270,375.70	\$ 2,750,452.21	\$ 1,787,587.35	\$ 2,904,671.41	\$ 1,761,719.78

AGING OF POSTPETITION TAXES AND PAYABLES	0-30 DAYS	31-60 DAYS	60+ DAYS	Total
1. FEDERAL	\$ -	\$ -	\$ -	\$ -
2. STATE	\$ -	\$ -	\$ -	\$ -
3. LOCAL	\$ -	\$ -	\$ -	\$ -
4. OTHER (ATTACH LIST)	\$ -	\$ -	\$ -	\$ -
5. TOTAL TAXES PAYABLE	\$ -	\$ -	\$ -	\$ -
6. ACCOUNTS PAYABLE*	\$ -	\$ -	\$ -	\$ 708,397.70

STATUS OF POSTPETITION TAXES	BEGINNING TAX LIABILITY	AMOUNT WITHHELD OR ACCRUED	AMOUNT PAID	ENDING TAX LIABILITY
1. WITHHOLDING	\$ -	\$ -	\$ -	\$ -
2. FICA-EMPLOYER	\$ -	\$ -	\$ -	\$ -
3. FICA-EMPLOYEE	\$ -	\$ -	\$ -	\$ -
4. UNEMPLOYMENT	\$ -	\$ -	\$ -	\$ -
5. INCOME TAX	\$ -	\$ -	\$ -	\$ -
6. OTHER (ATTACH LIST)	\$ -	\$ -	\$ -	\$ -
7. TOTAL FEDERAL TAXES	\$ -	\$ -	\$ -	\$ -
8. STATE AND LOCAL	\$ -	\$ -	\$ -	\$ -
9. WITHHOLDING	\$ -	\$ -	\$ -	\$ -
10. SALES	\$ -	\$ -	\$ -	\$ -
11. EXCISE	\$ -	\$ -	\$ -	\$ -
12. UNEMPLOYMENT	\$ -	\$ -	\$ -	\$ -
13. REAL PROPERTY	\$ -	\$ -	\$ -	\$ -
14. PERSONAL PROPERTY	\$ -	\$ -	\$ -	\$ -
15. OTHER (ATTACH LIST)	\$ -	\$ -	\$ -	\$ -
16. TOTAL TAXES	\$ -	\$ -	\$ -	\$ -

* As noted in earlier MORs, the Debtor ceased clinical operations on 5/24/16 and did not invoice (or have clinical revenue) after that date (except for pre-closure services). Net AR on row 16 of Cash-3 reflects collections, revenue for pre-closure activities not previously reported (if any) and reserves / adjustments for collectibility of the remaining balance in the post-closure environment. The Debtor will continue to evaluate collectibility as additional information becomes available. The figure here is sourced from the Debtor's principal billing and collection vendor and was revised in the current month based on updated information on collection timing.

* For guidance from the office of the United States Trustee, other taxes shown here are solely obligations where the Debtor has received an invoice from the taxing entity (does not include accruals).

* Debtor continues in process of settling and paying amounts with vendors in respect of post-petition goods and services. Payments in February 2017 are included on page 1.

Monthly Operating Report
CASH BASIS-5

CASE NAME:	Forest Park Medical Center Ft Worth LLC
CASE NUMBER:	16-40198-rfn11

MONTH: February**PAYMENTS TO INSIDERS AND PROFESSIONALS¹**

INSIDERS			
NAME	TYPE OF PAYMENT	AMOUNT PAID	TTL PD TO DATE
1. Jim Davis	salaries		\$ 59,889.90
2. Preshie Wilson ²	salaries		\$ 49,925.43
3. Kimberly Levingston	salaries		\$ 10,314.80
4.			
5.			
TOTAL PAYMENTS TO INSIDERS		\$ -	\$ 120,130.13

PROFESSIONALS ³					
NAME	DATE OF COURT ORDER AUTHORIZING PAYMENT	AMOUNT APPROVED	AMOUNT PAID	TTL PAID TO DATE	TOTAL INCURRED & UNPAID
1. Forshey Prostok		\$ 1,723,725.65	\$ 371,527.63	\$ 1,599,473.67	\$ 124,251.98
2. Alvarez & Marsal		\$ 1,312,724.74	\$ 231,268.74	\$ 1,280,787.98	\$ 31,936.76
3. Arent Fox		\$ 556,502.73	\$ 96,571.23	\$ 491,368.16	\$ 65,134.57
4. Cohn Reznik		\$ 220,136.27	\$ 36,887.10	\$ 202,501.77	\$ 17,634.50
5. Cole Schotz		\$ 33,763.38	\$ 6,499.32	\$ 32,760.88	\$ 1,002.50
5. SSG		\$ 470,000.00		\$ 470,000.00	\$ -
TOTAL PAYMENTS TO PROFESSIONALS		\$ 4,316,852.77	\$ 742,754.02	\$ 4,076,892.46	\$ 239,960.31

POSTPETITION STATUS OF SECURED NOTES, LEASES PAYABLE AND ADEQUATE PROTECTION PAYMENTS

NAME OF CREDITOR	SCHEDULED MONTHLY PAYMENTS DUE	AMOUNTS PAID DURING MONTH	TOTAL UNPAID POST-PETITION
1. Garrison ⁴			
2. Centennial ⁴			
3. Jefe Plover			
4. Cardinal			
5. General Electric Capital Corp			
6. TOTAL			

¹ These individuals were Debtor-based employees of FPMC Services, no longer provided services after 5/24/16 and were no longer employed as of 6/4/16. Payments for services after 5/24/16 have been / are being made as "1099" contractors.

² Preshie Wilson ceased being an employee as of 5/6/16.

³ Debtor has not yet received February invoices for professionals; as such, these amounts represent amounts incurred through January 31st.

⁴ All obligations to these parties were settled as of 6/22 (Garrison) and 6/27 (Centennial) pursuant to the respective stipulations with each party, Dkt 357 (Garrison) and Dkt 371 (Centennial), under which the creditor / lessors will receive a General Unsecured Claim ("GUC") in an amount to be determined which will share ratably with GUCs after and subordinate to the payment to the non-subordinated GUCs in the amount of \$3 million.

Monthly Operating Report
CASH BASIS-6

2017

CASE NAME:	Forest Park Medical Center Ft Worth LLC
CASE NUMBER:	16-40198-rfn11

MONTH: February

QUESTIONNAIRE

	YES	NO
1. HAVE ANY ASSETS BEEN SOLD OR TRANSFERRED OUTSIDE THE NORMAL COURSE OF BUSINESS THIS REPORTING PERIOD?	X ¹	
2. HAVE ANY FUNDS BEEN DISBURSED FROM ANY ACCOUNT OTHER THAN A DEBTOR IN POSSESSION ACCOUNT?		X
3. ARE ANY POSTPETITION RECEIVABLES (ACCOUNTS, NOTES OR LOANS) DUE FROM RELATED PARTIES?		X
4. HAVE ANY PAYMENTS BEEN MADE ON PREPETITION LIABILITIES THIS REPORTING PERIOD?		X
5. HAVE ANY POSTPETITION LOANS BEEN RECEIVED BY THE DEBTOR FROM ANY PARTY?		X
6. ARE ANY POSTPETITION PAYROLL TAXES PAST DUE?		X
7. ARE ANY POSTPETITION STATE OR FEDERAL INCOME TAXES PAST DUE?		X
8. ARE ANY POSTPETITION REAL ESTATE TAXES PAST DUE?		X
9. ARE ANY OTHER POSTPETITION TAXES PAST DUE?		X
10. ARE ANY AMOUNTS OWED TO POSTPETITION CREDITORS DELINQUENT?	X ²	
11. HAVE ANY PREPETITION TAXES BEEN PAID DURING THE REPORTING PERIOD?		X
12. ARE ANY WAGE PAYMENTS PAST DUE?		X

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES"; PROVIDE A DETAILED EXPLANATION OF EACH ITEM. ATTACH ADDITIONAL SHEETS IF NECESSARY.

¹ Per footnotes on the prior pages, the equipment and inventory of FPMC FW were transferred pursuant to the settlement agreements with Garrison & Centennial

² The Debtor is currently in the process of reaching agreement with all post-petition vendors on amounts owed, and has already made final payment to numerous vendors. Additionally, a portion of the remaining liability represents disputed alleged amounts owed to affiliated parties.

INSURANCE

	YES	NO
1. ARE WORKER'S COMPENSATION, GENERAL LIABILITY AND OTHER ³ NECESSARY INSURANCE COVERAGES IN EFFECT?		
2. ARE ALL PREMIUM PAYMENTS PAID CURRENT?	X	
3. PLEASE ITEMIZE POLICIES BELOW	X	

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO" OR IF ANY POLICIES HAVE BEEN CANCELED OR NOT RENEWED DURING THIS REPORTING PERIOD, PROVIDE AN EXPLANATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

³ As of 1/1/2017, no Workers Compensation or General Liability policies were in effect, as there are no longer employees or continuing operations

INSTALLMENT PAYMENTS

TYPE OF POLICY	CARRIER	PERIOD COVERED	PAYMENT AMOUNT & FREQUENCY
D&O	Alliant	1/1/2016 -1/1/2023	\$20,200 ONE TIME
Professional Liability	Alliant	1/1/2017-1/1/2018	\$76,329.76 ONE TIME

Wire Activity

Value Date	Beneficiary Name	Activity Type	Amount
2/2/2017	Accordias Healthcare Services, LLC	OUTSIDE SERVICES	12,500.00
2/2/2017	Forshey & Prostok, LLP	PROFESSIONAL FEES	371,527.63
2/2/2017	Cole Schotz P.C.	PROFESSIONAL FEES	6,499.32
2/2/2017	CohnReznikLLP	PROFESSIONAL FEES	36,887.10
2/3/2017	Arent Fox LLP	PROFESSIONAL FEES	96,571.23
2/16/2017	Alvarez & Marsal Healthcare	PROFESSIONAL FEES	231,268.74
			755,254.02

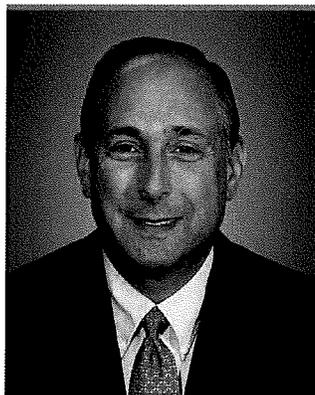
Frost Activity

Trans Date	Type Code	Description	Account #	Bank Ref	Customer Ref	Value Date	Credit	Debit	Running Balance	Text Field
2/2/2017	495	Outgoing WT	7466					12,500.00	1,416,325.23	FROST BANK
2/2/2017	495	Outgoing WT	7466					6,499.32	1,409,825.91	FROST BANK
2/2/2017	495	Outgoing WT	7466					371,527.63	1,038,298.28	FROST BANK
2/2/2017	495	Outgoing WT	7466					36,887.10	1,001,411.18	FROST BANK
2/3/2017	495	Outgoing WT	466					96,571.23	904,839.95	FROST BANK
2/6/2017	475	Check Paid	7466	86202769	1075			1,950.00	902,889.95	CHECK
2/15/2017	195	Incoming Wire Tran	7466				231268.74		1,134,158.69	FROST BANK
42781	495	Outgoing WT	7466					231268.74	902889.95	FROST BANK
42782	495	Outgoing WT	7466					231268.74	671621.21	FROST BANK
										WIRE OUT 17020202087
										WIRE OUT 17020202085
										BOOK DBT 17020202086
										WIRE OUT 17020202084
										WIRE OUT 17020302905
										BOOK CDT 17021503924
										WIRE OUT 17021501914
										WIRE OUT 17021601783

TCB Activity

Transaction Date	Account Rtn	Account Number	BAI Code	BAI Code Description	Debit Amount	Credit Amount	Customer Reference Number	Bank Reference Number	Extended Text
2/1/2017	111017979	3317	115	LOCKBOX DEPOSIT		2,066.52		678715	Lockbox Deposit
2/7/2017	111017979	3317	115	LOCKBOX DEPOSIT		6,669.47		678715	Lockbox Deposit
2/9/2017	111017979	3317	115	LOCKBOX DEPOSIT		1,072.33		678715	Lockbox Deposit
2/10/2017	111017979	317	698	MISCELLANEOUS FEES	203.56				Service Charge -Manual
2/13/2017	111017979	3317	398	MISCELLANEOUS FEE REFUND		203.56			Service Charge Reversal REF JAN AA FEES
2/16/2017	111017979	3317	115	LOCKBOX DEPOSIT		962.07		678715	Lockbox Deposit
2/21/2017	111017979	3317	115	LOCKBOX DEPOSIT		3,210.25		678715	Lockbox Deposit

Exhibit "D"
to First Amended Disclosure Statement



Clifford A. Zucker, CPA, CFF, CGMA
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Clifford A. Zucker, CPA, CFF, CGMA, is a partner in CohnReznick Advisory. Cliff represents financially troubled companies, receivers, examiners, court-appointed trustees, and unsecured and secured creditors during workout, turnaround, and bankruptcy situations. He has also served as a court-appointed chief restructuring officer, liquidating supervisor, trustee, or plan administrator in numerous matters. Additionally, he performs viability analyses, damage claim analyses, liquidations, litigation support services, and fraud investigations. Cliff has gained experience serving clients in such diverse industries as healthcare, financial services, manufacturing, distribution, retail, transportation, hospitality, construction, and telecommunications.

Cliff has more than 30 years of experience in both public accounting and private industry. In private industry, he has been involved in all facets of management, serving companies as chief operating officer, chief financial officer, and chief executive officer. He has also been a consultant to start-up operations and to financially troubled companies. Prior to joining CohnReznick, Cliff worked as an auditor with an accounting firm that was part of the former Big Eight.

Cliff's extensive experience in the healthcare arena has included working with hospitals, nursing homes, senior living facilities, and physician practices. Cliff has spoken before numerous professional organizations on healthcare related topics. He recently served as the Co-Chair for the American Bankruptcy Institute (ABI) Health Care Committee and was an editor for the recently published third edition of the *ABI Health Care Insolvency Manual*.

Education

- Boston University: Bachelor of Science/Bachelor of Arts, Accounting and Finance, *with honors*

Professional Affiliations

- American Institute of Certified Public Accountants
- New Jersey Society of Certified Public Accountants
- Association of Insolvency and Restructuring Advisors
- Turnaround Managers Association
- American Bankruptcy Institute