

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

In re:)	
)	Chapter 11
OCONEE REGIONAL HEALTH)	
SYSTEMS, INC., <i>et al.</i> , ¹)	Case No. 17-51005-AEC
)	
Debtors.)	(Jointly Administered)
_____)	

**NOTICE OF FILING CONFORMING JOINT CHAPTER 11 PLAN OF LIQUIDATION,
DISCLOSURE STATEMENT, AND NOTICES**

The Official Committee of Unsecured Creditors appointed in the above-captioned chapter 11 case and related cases (the “Committee”), and U.S. Bank National Association, as bond trustee and master trustee for certain Revenue Bonds, issued by the Baldwin County Hospital Authority (the “Bond Trustee”) hereby file the attached revised Joint Chapter 11 Plan of Liquidation (the “Plan”), Disclosure Statement, and Ballots and Plan Notices which conform with the changes announced at the February 13, 2018 hearing.

A revised version of the Plan is attached hereto as Exhibit A. A blackline of the Plan against the version initially filed with the Court is attached hereto as Exhibit B.

A revised version of the Disclosure Statement is attached hereto as Exhibit C. A blackline of the Disclosure Statement against the version initially filed with the Court is attached hereto as Exhibit D.

¹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

Revised versions of the Ballots and Plan Notices are attached hereto as Exhibit E. A blackline of the version of the Ballots and Plan Notices against the version initially filed with the Court is attached hereto as Exhibit F.

Dated: February 21, 2018.

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Counsel for the Bond Trustee

CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2018, I caused copies of the foregoing *Notice of Filing Conforming Joint Chapter 11 Plan of Liquidation, Disclosure Statement, and Notices* to be served upon all parties receiving notices of electronic filing in this case.

Dated: February 21, 2018

/s/ John D. Elrod

John D. Elrod

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

(Jointly Administered)

JOINT PLAN OF LIQUIDATION

ATL 22646212v1

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SECTION 1. DEFINITIONS AND INTERPRETATION	1
SECTION 2. TREATMENT OF ADMINISTRATIVE CLAIMS, FEE CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES	1
2.1 Administrative Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Administrative Claims have not been classified and are treated as described in this Section 2 . Except as otherwise provided in this Plan, each Person holding an Allowed Administrative Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Claim as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Person becomes the holder of such an Allowed Administrative Claim; or (c) the date or dates when that Claim is payable by its terms, consistent with past practice. Allowed Administrative Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; (ii) Asset Pool Components available under the Settlement Agreement for payment of Allowed Claims of a type described in Bankruptcy Code Section 503(b)(9) to the extent Allowed and entitled to such treatment under Bankruptcy Code Section 503(b)(9); and (iii) other Asset Pool Components available for payment of Administrative Claims under the Settlement Agreement to the extent accrued on or after October 1, 2017.....	1
2.2 Fee Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Fee Claims have not been classified and are treated as described in this Section 2 . Except as otherwise provided in this Plan, each Person holding an Allowed Fee Claim shall receive Cash equal to the unpaid portion of such Allowed Fee Claim, as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Fee Claim. Allowed Fees Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent consistent with the Budget; (ii) the Wind-Down; (iii) the Excess Fee Reserve to the extent a Fee Claim is Allowed but payment thereof is not consistent with the Budget and cannot otherwise be satisfied from the Wind-Down; or (iv) as otherwise expressly provided in this Plan or the Settlement Agreement.....	2
2.3 Priority Tax Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Priority Tax Claims have not been classified and are treated as described in this Section 2 . Each Person holding an Allowed Priority Tax Claim shall receive, as determined by the Liquidating Trustee in his sole discretion: (a) payment in Cash in full on the later of the Effective Date or the date such Claim becomes an Allowed Claim; or (b) Cash over a period not exceeding five (5) years after date of assessment of such Claim, with interest at a rate consistent with Bankruptcy Code Section 511, in periodic payments, having the value of such Claim as of the Effective Date. No Claim for or demand for any penalty relating to any Priority Tax Claim other than a penalty of the type specified in Bankruptcy Code Section 507(a)(8)(G) shall be Allowed and the holder of an Allowed Priority Tax Claim shall not assess or	

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attempt to collect such penalty from the Estates or any of the Assets. Allowed Priority Tax Claims shall be paid from Asset Pool Components available for payment of Priority Tax Claims under the Settlement Agreement.....	2
2.4 <i>U.S. Trustee Fees.</i> U.S. Trustee Fees include fees and charges assessed against the Debtors under Chapter 1930 of title 28, United States Code. All U.S. Trustee Fees will be paid in full by the Debtors or Liquidating Trustee, as the case may be, as they become due and shall continue to be paid until the earlier of the time (i) a final decree is entered closing the Chapter 11 Cases, a Final Order converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or a Final Order dismissing the Chapter 11 Cases is entered; and (ii) the Liquidating Trustee has met all of the U.S. Trustee’s Operating Guidelines and Reporting Requirements for debtors in possession and trustees (unless the Bankruptcy Court orders otherwise). U.S. Trustee Fees shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; and (ii) other Asset Pool Components available for payment of U.S. Trustee Fees under the Settlement Agreement to the extent accrued on or after October 1, 2017.....	2
SECTION 3. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS.....	3
3.1 <i>Classification and Specification of Treatment of Claims.</i> All Claims, except those described in Section 2 , are placed in the Classes of Claims described in this Section 3 , pursuant to Bankruptcy Code Section 1123(a)(1). This Section 3 also specifies the treatment of such Classes of Claims and their impaired or unimpaired status, pursuant to Bankruptcy Code Sections 1123(a)(2) and 1123(a)(3). A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of the Class and is classified in a different Class to the extent that the Claim qualifies within the description of that different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released, withdrawn, waived, or otherwise satisfied under this Plan. Unless this Plan expressly provides otherwise, when a Class includes a subclass, each subclass is a separate Class for all purposes under the Bankruptcy Code, including voting and distribution.	3
3.2 <i>Classes of Claims.</i>	3
3.2.1 Class 1 – Bond Claims. This Class consists of the Bond Claims, which shall be Allowed on the Effective Date as specified in the Settlement Agreement and not subject to reduction, disallowance, avoidance, setoff, recoupment or subordination. Except as otherwise expressly provided in this Plan, on and after the Effective Date, the Bond Trustee shall receive distributions at the times and in the manner specified in the Settlement Agreement for application pursuant to the Bond Documents.	3

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3.2.2 Class 2 – Other Secured Claims. This Class consists of all Allowed Secured Claims other than Bond Claims. Each Allowed Claim in this Class shall be in a separate subclass. Each holder of an Allowed Claim in this Class shall receive, at the election of the Liquidating Trustee: (a) the net proceeds, if any, of the sale or other disposition of the Assets in which such other Secured Claim has a lien, after payment in full of the Bond Claims on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Claim becomes Allowed; or (b) if still in the Debtors’ possession or control, the return of the property subject to the senior, perfected, non-avoidable, and indefeasible lien or security interest securing such holder’s Allowed Secured Claim. Any Cash payments on account of Allowed Class 2 Claims shall be paid from the Asset Pool in a manner consistent with the Settlement Agreement. Any Claim that would be a Class 2 Claim but for the lack of collateral or otherwise resulting from the aforesaid treatment shall be treated as a Class 4 Claim.	3
3.2.3 Class 3 – Unsecured Priority Claims. This Class consists of all Allowed Unsecured Priority Claims. Each holder of an Allowed Unsecured Priority Claim shall receive Cash equal to the unpaid portion of such Allowed Unsecured Priority Claim as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Unsecured Priority Claim. Payments on account of Allowed Class 3 Claims shall be paid from the Asset Pool available for payment of Unsecured Priority Claims under the Settlement Agreement.	4
3.2.4 Class 4 – General Unsecured Claims. This Class consists of all Allowed Unsecured Claims. Except as otherwise provided in the Settlement Agreement with respect to any Deficiency Claim, each holder of an Allowed Unsecured Claim shall be entitled to receive such holder’s <i>pro rata</i> share of Cash available from the liquidation or disposition of the Asset Pool after payment of or reserve for Allowed Claims described in Sections 2, 3.2.2 and 3.2.3 of this Plan in a manner consistent with the Settlement Agreement on the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed.	4
3.2.5 Class 5 – Subordinated Claims. This Class consists of all Allowed Subordinated Claims. Each holder of an Allowed Subordinated Claim shall receive no distribution on account of such Claim.	4
3.2.6 Class 6 – Interests. Each holder of an Interest will not receive any distribution on account of such Interest. Each holder of an Interest shall not receive or	

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retain an Interest or other property or interests of the Debtors on account of such Interest.	4
SECTION 4. ACCEPTANCE OR REJECTION OF THE PLAN	4
4.1 <i>Impaired Classes Vote.</i> In accordance with Bankruptcy Code Section 1126(c) and except as provided in Bankruptcy Code Section 1126(e), an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the holders of at least two-thirds ($\frac{2}{3}$) in dollar amount and more than one-half ($\frac{1}{2}$) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.	4
4.2 <i>Presumed Acceptance of this Plan.</i> Classes 2 and 3 are Unimpaired under this Plan and are, therefore, conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code Section 1126(f).....	4
4.3 <i>Presumed Rejection of this Plan.</i> Classes 5 and 6 are not entitled to receive or retain any property under this Plan and are, therefore, conclusively presumed to have rejected this Plan pursuant to Bankruptcy Code Section 1126(g).....	4
4.4 <i>Voting Classes.</i> Classes 1 and 4 are Impaired, and the holders of Claims in those Classes are entitled to vote on this Plan.	4
4.5 <i>Nonconsensual Confirmation.</i> The Plan Proponents request entry of a Confirmation Order under Bankruptcy Code Section 1129(a). With respect to any Impaired Class, including any Class of Claims or Interests created pursuant to amendments or modifications to this Plan, that does not accept this Plan, the Plan Proponents request that the Bankruptcy Court confirm this Plan by Cramdown with respect to any such non-accepting Class or Classes at the Confirmation Hearing, and the filing of this Plan shall constitute a motion for such relief.....	4
SECTION 5. MEANS FOR IMPLEMENTATION OF PLAN	5
5.1 <i>The Challenge Rights Settlement.</i> The Challenge Rights Settlement and the Settlement Agreement are integral parts of this Plan and are hereby incorporated by reference as if fully set forth herein. The Plan shall constitute a motion to approve the Challenge Rights Settlement and the Settlement Agreement. Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of the Challenge Rights Settlement and Settlement Agreement pursuant to Bankruptcy Rule 9019 and a finding by the Bankruptcy Court that the Challenge Rights Settlement and Settlement Agreement is in the best interest of the Debtors and their Estates and in the best interests of the owners of the Revenue Bonds.....	5
5.2 <i>Funding for this Plan.</i> This Plan will be primarily funded by a combination of the Assets that are Cash and proceeds from the sale or other disposition of the non-cash Assets in a manner consistent with the Challenge Rights	

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Settlement. Certain funding may also be provided from other Trust Assets and as specified in and Section 5.6 of this Plan.	5
5.3 Formation of Trusts. On the Effective Date, (i) the Trusts, on the terms of the Trust Agreements, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreements, (iii) the Trust Agreements shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trusts, (v) the Assets shall be transferred to the Liquidation Trust, and (vi) the Contributed Non-Estate Causes of Action shall be contributed to the Private Action Trust. The Trust Agreements shall contain provisions customary in comparable circumstances. The Trusts shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trusts as liquidating trusts for all federal income tax purposes. Neither the Liquidation Trust nor the Private Action Trust shall be deemed to be the same legal entity as any of the Debtors.....	5
There shall be a total of one million (1,000,000) units of Liquidation Trust Beneficial Interests allocated to all holders of Allowed Claims, in a manner that permits them to receive the treatment specified by the Plan. There shall be a total of one million (1,000,000) units of Private Action Trust Beneficial Interests. The Liquidation Trust shall receive 25% or 250,000 units of Private Action Trust Beneficial Interests and the remaining Private Action Trust Beneficial Interests will be allocated to Electing Creditors, in return for their Contributed Non-Estate Causes of Action, ratably based upon the amount of the Allowed Claims held by each Electing Creditor in relation to the aggregate total of the Allowed Claims of all Electing Creditors. Beneficial interests in the Trusts shall be non-transferrable except by will or under the laws of descent and distribution.	5
If there is a recovery on account of a Cause of Action that is asserted by both the Liquidation Trust and the Private Action Trust, and the recovery is not allocated by a Final Order, the recovery shall be allocated 2/3 to the Liquidation Trust and 1/3 to the Private Action Trust.....	6
Each Trust shall terminate after its liquidation, administration and distribution of applicable Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreements, provided each Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of one or both of the Trusts.	6
5.4 Appointment of Liquidating Trustee; Deemed Resignation of Directors and Officers. The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Plan Proponents shall identify the Liquidating Trustee and his compensation terms as part of the Plan Supplement. The	

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	Liquidating Trustee shall be a third-party non-affiliate of the Debtors with experience liquidating healthcare chapter 11 cases. The Liquidating Trustee shall be deemed the Estates’ representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in this Plan and the Trust Agreements, including the powers of a trustee under Bankruptcy Code Sections 108, 704, and 1106 and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Trusts as “liquidating trusts” for federal income tax purposes within the meaning of Treasury Regulation 301. 7701-4(d). As set forth more fully in this Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of this Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors’ Boards of Directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind down of the Debtors shall become the general responsibility of the Liquidating Trustee.....	6
5.5	<i>Vesting of Assets.</i> As of the Effective Date, and except as otherwise provided in this Plan, pursuant to the provisions of Bankruptcy Code Section 1141(b) and (c), all Assets shall vest in the Liquidation Trust free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, subject to the terms and conditions of this Plan, the Settlement Agreement and the Confirmation Order, including the powers to the Liquidating Trustee. Pursuant to Bankruptcy Code Section 1123(a)(5) and subject to the terms of this Plan, the Liquidating Trustee shall sell or otherwise dispose of, and liquidate, or otherwise convert, to Cash, any non-Cash Assets.....	6
5.6	<i>Technical Amendments to the Settlement Agreement.</i> As of the Effective Date, notwithstanding any other provision of this Plan or the Settlement Agreement the Excess Fee Reserve shall be established. As of the Effective Date, notwithstanding any other provision of this Plan or the Settlement Agreement, the Budget, as it relates to Fee Claims of the Committee’s professionals, shall be deemed amended to include the following: (i) the aggregate amount of \$220,000, plus (ii) the amount of reasonable fees and expenses of the Committee’s professionals incurred between December 1, 2017 and the Effective Date as Allowed by Final Order. The amounts set forth in this Section 5.6 shall be funded from Existing Debtor-Held Funds. The Settlement Agreement shall be deemed further amended to clarify that the Committee’s professionals intend to file fee applications with respect to Fee Claims.	6

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5.7 Corporate Action. All matters provided under this Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement or further action by directors or officers of the Debtors.	7
5.8 Continuing Existence. From and after the Effective Date, the Debtors shall continue in existence for the purposes of (i) winding up their affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to Cash, or other methods, all remaining Assets, as expeditiously as reasonably possible, (iii) enforcing and prosecuting claims, interests, rights and privileges of the Estates, including, the prosecution of Causes of Action, (iv) resolving disputed Claims, (v) administering this Plan, (vi) filing all final cost reports reflecting the Debtors' former operation of the Facility and (vii) filing appropriate tax returns. Following the Effective Date, the Debtors shall not engage in any business activities or take any actions, except those necessary to consummate this Plan and wind up the affairs of the Debtors.	7
5.9 Substantive Consolidation of Debtors for Plan Purposes. The Plan shall constitute a motion, pursuant to Bankruptcy Code Section 105(a), to substantively consolidate the Debtors for Plan purposes. Subject to the occurrence of the Effective Date and effective on the Effective Date, the Debtors shall be substantively consolidated for all of those purposes and actions associated with confirmation and consummation of this Plan. On and after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Estate solely for purposes of this Plan, (b) for all purposes associated with this Plan, the Estates of each of the Debtors shall be deemed to be one consolidated Estate, (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the merged Estate and (d) the Debtors shall be treated as though they were merged into a single Estate for the purposes of calculating U.S. Trustee Fees. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under this Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims and only a single Claim against the merged Estates shall be deemed to survive for purposes of this Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in this Section 5.9 shall not prejudice or impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions, General Litigation Claims or Jasper Claims.	7

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5.10 <i>Causes of Action.</i> Except as otherwise set forth in this Plan, all Causes of Action of the Debtors including Avoidance Actions, General Litigation Claims and Jasper Claims, shall survive confirmation of this Plan and the commencement and prosecution of such Causes of Action by the Liquidating Trustee or otherwise shall not be barred or limited by <i>res judicata</i> or any estoppel, whether judicial, equitable or otherwise. The Liquidating Trustee shall have the authority and standing to commence and prosecute Causes of Action of the Debtors and Estates for the benefit of Creditors. Nothing in this Plan shall be deemed a “voluntary assignment” of any Cause of Action by the Debtors.	7
5.11 <i>Agreements, Instruments, and Documents.</i> All organizational agreements, charter documents, instruments, and documents required under this Plan to be executed or implemented, together with such others as may be necessary, useful or appropriate in order to effectuate this Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. Such documentation shall include any charter document revisions needed to comply with Bankruptcy Code Section 1129(a)(6).	8
5.12 <i>Bar Date for Fee Claims.</i> Each Person retained or requesting compensation in these Chapter 11 Cases, pursuant to Bankruptcy Code Sections 330, 331, and 503(b), must file with the Court an application for allowance of any Fee Claims no later than thirty (30) days after the Effective Date. All Fee Claims for which an application is not timely filed shall be forever barred. Objections to each such application may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Fee Claims.	8
5.13 <i>Bar Date for Other Administrative Claims.</i> Except to the extent this Plan or the Court has fixed or does fix a different date, all requests for payment of Administrative Claims must be filed no later than thirty (30) days after the Effective Date. All Administrative Claims for which a request for payment is not timely filed shall be forever barred. Objections to each such claims may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Administrative Claims.	8
5.14 <i>Post Effective Date Committee.</i> On the Effective Date, the Committee shall continue as the Post Effective Date Committee until all distributions on account of all Allowed Unsecured Claims have been completed, at which time the Post Effective Date Committee shall be dissolved. The Post Effective Date Committee shall be comprised of the members of the Committee, unless any particular member thereof opts not to be a member thereof. If a member of the Post Effective Date Committee resigns or is removed, a replacement who holds an Unsecured Claim against the Debtors may be appointed by the remaining members. The Post Effective Date Committee’s role shall be to consult with the Liquidating Trustee and to perform the functions set forth for	

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the Post Effective Date Committee in this Plan. The members of the Post Effective Date Committee shall serve without compensation.	8
5.15 <i>Closing of the Debtors' Chapter 11 Cases.</i> When all disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed, and all Assets have been liquidated and converted into Cash (or abandoned), and such Cash has been distributed in accordance with this Plan, or at such earlier time as the Liquidating Trustee deems appropriate, the Liquidating Trustee shall request that the Court to enter a final decree and otherwise close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.	8
5.16 <i>Corporate Dissolution.</i> Upon the distribution of all Assets pursuant to this Plan and the filing by the Liquidating Trustee of a certification to that effect with the Court (which may be included in the application for the entry of the final decree), the Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith, <i>provided, however,</i> that the Liquidating Trustee may take appropriate action to dissolve the Debtors under applicable law. From and after the Effective Date, the Debtors shall not be required to file any document, or take any action, to withdraw their business operations from any states where the Debtors previously conducted business.	9
5.17 <i>Effective Date Events.</i> On the Effective Date, the following actions shall take place: (a) all payments to be made on the Effective Date and all other actions to be taken on or before the Effective Date pursuant to this Plan by the Debtors shall be made or taken or duly provided for; (b) any documents, including orders or agreements, necessary to implement this Plan as of the Effective Date must be executed; and (c) all other events and actions specified in this Plan to occur on the Effective Date shall be deemed to have accrued. Within seven (7) days of the occurrence of the Effective Date, the Liquidating Trustee shall file a notice of occurrence of the Effective Date with the Bankruptcy Court.	9
SECTION 6. PROVISIONS REGARDING LIQUIDATING TRUSTEE.	9
6.1 <i>General Powers and Duties of the Liquidating Trustee.</i> The Liquidating Trustee will act for the Creditors in a fiduciary capacity as applicable to a board of directors and shall be responsible for the liquidation of the remaining Assets, administration of this Plan and wind-down of the Debtors and their Estates post-Effective Date, subject to the provisions of this Plan and the Settlement Agreement. Except to the extent conditioned by this Plan, the powers and duties of the Liquidating Trustee shall include:	9
6.2 <i>Consultation and Consent Rights.</i> The Post Effective Date Committee and Bond Trustee shall have consultation and consent rights over (i) the wind-	

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down budget and any modification thereof; (ii) the time, method and conduct by the Liquidating Trustee of any action to pursue the following claims or any settlement thereof: the Jasper Claims, General Litigation Claims and any Avoidance Actions where the amount in controversy exceeds \$50,000; and (iii) the professionals retained by the Liquidating Trustee (for the avoidance of doubt, existing Committee professionals, including Greenberg Traurig, LLP, are acceptable for this purpose).	10
6.3 <i>Compensation of Liquidating Trustee and its Professionals.</i> The Liquidating Trustee and Persons employed by the Liquidating Trustee shall be compensated and reimbursed for their reasonable and necessary fees and out-of-pocket expenses on a regular basis from the Asset Pool. The Liquidating Trustee and Persons employed by the Liquidating Trustee shall periodically submit invoices to the Post Effective Date Committee and Bond Trustee. For any invoice in an amount less than \$5,000, the Liquidating Trustee may thereafter pay amounts reflected in any invoice as approved by the Liquidating Trustee without Court or other approval. For any invoice in the amount of \$5,000 or more, the Liquidating Trustee shall defer payment on the invoice for ten (10) Business Days after service and if no objection is provided to the Liquidating Trustee within that time, the Liquidating Trustee may pay such invoice as approved by the Liquidating Trustee without Court approval, <i>provided</i> if a timely objection is received the Liquidating Trustee may pay the undisputed portion, may pay the disputed portion of such invoice upon resolution, and any unresolved dispute shall be resolved by the Court.	11
6.4 <i>No Agency Relationship.</i> The Liquidating Trustee shall not be deemed to be the agent of any of the holders of Claims in connection with the funds held or distributed pursuant to this Plan. The Liquidating Trustee shall not be liable for any mistake of fact or law or error in judgment or any act or omission of any kind unless it constitutes gross negligence or willful misconduct or breach of fiduciary duty on the part of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless, including the cost of defending such claims and attorneys' fees in seeking indemnification, by the Estates against any and all claims arising out of his duties under this Plan, except to the extent his actions constituted gross negligence or willful misconduct or breach of fiduciary duty. The Liquidating Trustee may conclusively rely, and shall be fully protected personally in acting upon any statement, instrument, opinion, report, notice, request, consent, order, or other instrument or document which he believes to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may rely upon information previously generated by the Debtors and provided to him by former employees of the Debtors.	11
6.5 <i>Reporting.</i> Until a final decree closing the Chapter 11 Cases is entered, the Liquidating Trustee shall comply with any reporting requirements established pursuant to the guidelines of the U.S. Trustee or applicable law. The	

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Liquidating Trustee shall also provide the Post Effective Date Committee and Bond Trustee quarterly reports regarding the wind-down of the estate which shall include, without limitation, a balance sheet, statement of income and expenses, and update regarding liquidation and wind-down of the Assets. The Liquidating Trustee shall be available on reasonable notice for telephone consultation with the Post Effective Date Committee and Bond Trustee and shall provide such other reports and information as the Post Effective Date Committee and Bond Trustee may reasonably request from time to time.	11
6.6 <i>Resignation, Death or Removal of Liquidating Trustee.</i> The Liquidating Trustee may resign at any time upon not less than thirty (30) days' written notice to the Post Effective Date Committee and Bond Trustee. The Liquidating Trustee may be removed at any time by the Post Effective Date Committee and Bond Trustee for cause upon proper application to, and Final Order of, the Court. In the event of the resignation, removal, death or incapacity of the Liquidating Trustee or any other vacancy in the position of Liquidating Trustee, the Post Effective Date Committee and Bond Trustee may jointly select a successor Liquidating Trustee. In the event the Liquidating Trustee, the Post Effective Date Committee and Bond Trustee are unable to reach a consensus regarding a successor Liquidating Trustee, the Liquidating Trustee, Post Effective Date Committee or Bond Trustee may bring such matter to the Court for resolution. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors.	11
SECTION 7. EXECUTORY CONTRACTS	12
7.1 <i>Rejection of Contracts.</i> Except as otherwise set forth in this Plan or in the Plan Supplement, each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Any Claim for damages arising from rejection of any executory contract or unexpired lease under this Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from receiving any distribution under this Plan or asserting any Claims against the Debtors, the Estates or the Liquidating Trustee.	12
7.2 <i>Insurance Contracts.</i> To the extent any insurance policies issued to any Debtor, or insurance agreements to which any Debtor is a party entered into prior to the Petition Date constitute executory contracts, then, notwithstanding anything contained in this Plan, this Plan will constitute a motion to assume such insurance policies and agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption, pursuant to § 365(a) of the Bankruptcy Code. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or	

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agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtors existing as of the Effective Date with respect to each such insurance policy or agreement.	12
7.3 Compensation and Benefit Programs. To the extent not previously terminated, all employment and severance agreements and policies and all employee compensation and benefit plans, policies and programs of the Debtors applicable generally to its employees and officers in effect on the Effective Date shall be terminated as of the Effective Date.	12
7.4 Reservation of Rights as to Executory Contracts. Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Plan Proponents or Debtors that any contract or lease is in fact an executory contract or unexpired lease or that the Debtors have liability thereunder. If there is a dispute whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.	12
SECTION 8. DISTRIBUTION PROVISIONS	12
8.1 No Distributions on Account of Claims That Have Not Become Allowed Claims. Notwithstanding any other provision of this Plan, no payment or distribution shall be made with respect to any Claim that has not become an Allowed Claim.	12
8.2 Reserves for Claims That Have Not Been Allowed. Distributions on account of Claims that have not become Allowed Claims shall be governed by the following provisions:	13
8.3 Distribution of Plan Consideration. The Trusts shall make distributions to holders of beneficial interests in accordance with this Plan. The Liquidating Trustee shall disburse all consideration to be distributed under this Plan and shall act as a disbursing agent. For the avoidance of doubt, all distributions under this Plan relating to the Revenue Bonds shall be made to the Bond Trustee.	13
8.4 Unclaimed Cash. If any Person entitled to Cash under this Plan cannot be located on the date a distribution is to be made, such Cash will be set aside and held in a segregated fund to be maintained by the Liquidating Trustee. If such Person is located within ninety (90) days of the date of distribution, such Cash will be paid to such Person. If such Person cannot be located within ninety (90) days of the date of distribution, any such Cash and accrued interest thereon shall be released to the Liquidating Trustee and distributed in accordance with this Plan and such Person shall not be entitled to any amounts in connection with such distribution or any subsequent distribution and the Claims of such person to which such Cash relates shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the	

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Trusts, or the Liquidating Trustee. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate such Person. It is the obligation of each Person claiming rights under this Plan to keep the Liquidating Trustee advised of their current address by sending written notice of any changes to the Liquidating Trustee.....	13
8.5 Unnegotiated Distribution Checks. Checks or drafts issued pursuant to this Plan to Persons holding Allowed Claims and not presented for payment within ninety (90) days following mailing thereof to the last known address of such Person shall be deemed nonnegotiable thereafter. Any Claim in respect of such distribution shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trusts, or the Liquidating Trustee. Any distribution which is deemed nonnegotiable shall re-vest with the Liquidating Trustee and be available for distribution consistent with this Plan.....	13
8.6 Fractional Dollars. Any other provision of this Plan notwithstanding, no payments of fractional dollars will be made to any holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any holder of an Allowed Claim would otherwise be called for, the Liquidating Trustee may, in his discretion, round such fraction up or down and make payments accordingly.....	14
8.7 Distribution Dates. In addition to any distribution times established under this Plan, the Liquidating Trustee shall make a good faith determination after consultation with the Post Effective Date Committee and Bond Trustee at six month intervals after the Effective Date as to the advisability of making interim distributions and may make interim distributions in his discretion. Whenever any distribution to be made under this Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day.....	14
8.8 Bankruptcy Code Sections 509 and 510. Distributions under this Plan will be governed by the provisions of Bankruptcy Code Sections 509 or 510 where applicable.	14
8.9 Distributions to be Applied First to Administrative and Priority Claims. To the extent any holder of an Allowed Claim receives any distribution(s) under this Plan on account of Claims, said distribution(s) shall be applied by the recipient first to satisfy any Allowed Administrative Claims, Allowed Priority Tax Claims, or Allowed Unsecured Priority Claims and, only after all such Claims are fully satisfied, to any Allowed Claims not entitled to such priority.....	14
8.10 Estimation of Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court (or District Court, as applicable) estimate any Claim not expressly Allowed by the terms of this Plan and otherwise subject to estimation under Bankruptcy Code Section 502(c) and for which the Debtors may be liable under this Plan, including any Claim for taxes, to the extent	

	permitted by Bankruptcy Code Section 502(c). In the event that the Bankruptcy Court (or District Court, as applicable) estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court (or District Court, as applicable). If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated by the Bankruptcy Court (or District Court, as applicable) and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court (or District Court, as applicable).....	14
8.11	Chapter 5 Provisions. No distribution or payment shall be made to any holder of an Allowed Claim who is also a potential defendant in an Avoidance Action until a decision is made by the Liquidating Trustee not to commence the potential Avoidance Action, or, in the event the potential Avoidance Action is commenced by the Liquidating Trustee, until resolution of such Avoidance Action. Notwithstanding this Section 8.11 , the making of a distribution to such potential defendant or the lack of any objection filed to such Allowed Claim on the basis of such potential Avoidance Action, shall not constitute a waiver of any rights of the Debtors or the Liquidating Trustee, as the case may be. For purposes of this Plan, such distribution or payment on account of such Allowed Claim shall be held in reserve as if it were a disputed Claim.14	
8.12	Third-Party Agreements. Except as set forth herein, all subordination and intercreditor agreements entered into by any parties in interest shall be enforceable to the extent permitted by applicable law.....	15
8.13	Special Provisions for Treatment of Medical Malpractice/Personal Injury/Worker's Compensation Claims.	15
8.14	Objections to Claims. Objections to Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court within one hundred eighty (180) days after the Effective Date of this Plan, provided, however , the Liquidating Trustee may not object to any Claim once it becomes an Allowed Claim. The time period for filing objections to Claims shall automatically renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date upon which all Claims have been Allowed or Disallowed or (ii) the date fixed by the Court upon motion of the Liquidating Trustee or a holder of a Claim. Nothing contained herein shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Effective Date.....	16
8.15	Settlement of Causes of Action and Disputed Claims. Pursuant to Bankruptcy Rule 9019(b), subject to Section 6.2 above, the Liquidating	

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Trustee may settle any disputed Claim or Cause of Action without notice or Court approval. For the avoidance of doubt, notwithstanding Section 6.2 above, the Liquidating Trustee shall have the authority to compromise or settle any objections to Claims without approval of the Court, the Bond Trustee, or the Post Confirmation Committee.	17
8.16 Setoffs. The Liquidating Trustee may, pursuant to and in accordance with Bankruptcy Code Section 553 or applicable nonbankruptcy law, except as otherwise set forth in this Plan, set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Claim, the claims, rights and Causes of Action of any nature that the Debtors may hold against the holder of such Allowed Claim, <i>provided</i> the Liquidating Trustee gives the holder of such Allowed Claim notice of the proposed setoff or recoupment and the holder of such Allowed Claim does not object to the proposed setoff or recoupment within thirty (30) days; <i>provided further</i> , if the holder of such Allowed Claim timely objects to the proposed setoff or recoupment, the setoff or recoupment may not be effectuated without prior approval of the Court; <i>provided further</i> , neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or Liquidating Trustee of any such claims, rights and Causes of Action that the Debtors may possess against such holder.	17
8.17 Distribution Cap. Except to the extent consistent with the treatment set forth in this Plan, no holder of an Allowed Claim shall receive in respect of that Claim any distribution in excess of the Allowed amount of that Claim.	17
8.18 De Minimis Distributions. Notwithstanding anything to the contrary contained in this Plan, if the amount of Cash to be distributed to the holder of an Allowed Claim is less than \$20, the Liquidating Trustee may hold the Cash distributions to be made to such holder until the aggregate amount of Cash to be distributed to such holder is in an amount equal to or greater than \$20. Notwithstanding the preceding sentence, if the amount of Cash distribution to such holder never aggregates to more than \$20, then on the final distribution date, the Liquidating Trustee shall distribute such Cash to the holder entitled thereto.	17
8.19 Withholding Taxes. In connection with this Plan, to the extent applicable, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed on it by federal, state and local taxing authorities, and all distributions shall be subject to such requirements. All Claims held by any holder of a Claim that fails to provide information reasonably requested by the Liquidating Trustee in connection with such matters shall be discharged and forever barred from assertion against the Debtors or the Assets.	17
8.20 Distribution Record Date. Except as otherwise provided in a Final Order of the Court or as otherwise stipulated by the Debtors or Liquidating Trustee, as	

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applicable, the transferees of Claims transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Debtors and Liquidating Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any distribution with respect to any Claim, the Liquidating Trustee shall be entitled instead to recognize and deal with, for all purposes, only the Person listed on the Proof of Claim Filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are known to the Liquidating Trustee, as of the Distribution Record Date. Except as expressly set forth in this Plan, the foregoing shall not apply to the Bond Claim.	17
SECTION 9. CONDITIONS PRECEDENT	18
9.1 Conditions to Confirmation. Confirmation of this Plan shall not occur and the Court shall not enter the Confirmation Order unless (i) all of the requirements of the Bankruptcy Code for Confirmation of this Plan shall have been satisfied; (ii) the Plan Documents shall be in form and substance satisfactory to the Plan Proponents; and (iii) the Settlement Agreement shall be approved as part of the Confirmation Order. Without limitation, the Confirmation Order shall empower and authorize the Plan Proponents to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable them to implement the provisions of this Plan and Settlement Agreement satisfy all other conditions precedent to the effectiveness of this Plan.	18
9.2 Conditions to Effective Date. The Effective Date shall not occur unless: (a) the Court shall have entered the Confirmation Order as a Final Order, in form and substance reasonably satisfactory to the Plan Proponents; (b) the Plan Documents, shall be in form and substance satisfactory to the Plan Proponents; and (c) no request for revocation of the Confirmation Order under Bankruptcy Code Section 1144 shall have been made and still be pending.....	18
9.3 Nonfulfillment of Conditions. In the event that the Plan Proponents determine that the conditions to Confirmation or to the Effective Date set forth in the immediately foregoing paragraphs of this Plan cannot be satisfied and should not, in their sole discretion, be waived, or if the Effective Date does not occur on or before May 1, 2018 (unless this date is extended by agreement of the Plan Proponents), this Plan shall be null and void and shall have no force nor effect, and this Plan shall be deemed withdrawn. Under the foregoing conditions, (i) the Challenge Rights Settlement shall be deemed withdrawn and of no force or effect, and (ii) the Plan Proponents may propose	

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a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.....	18
SECTION 10. EFFECTS OF PLAN CONFIRMATION.....	18
10.1 <i>Satisfaction of Claims.</i> Holders of Claims shall receive the distributions provided for in this Plan and other treatment set forth herein, if any, in full settlement and satisfaction of the Debtors’ obligations thereunder.	18
10.2 <i>Interest on Claims, Fees, Costs, Charges.</i> Except as specifically provided for in this Plan or Bankruptcy Code Section 506(b), interest and postpetition fees, costs and charges shall not accrue on Claims and no holder of a Claim shall be entitled to interest, fees, costs or charges accruing on or after the Petition Date on any Claim.	18
10.3 <i>Exculpation.</i> Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.....	19
10.4 <i>Challenge Rights Settlement.</i> The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.	19
10.5 <i>Injunction.</i> Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks	

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jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.	19
10.6 <i>Post-Effective Date Effect of Evidences of Claims.</i> Notes, shareholder certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by this Plan.	19
10.7 <i>Surrender of Instruments and Release of Liens.</i> Except as otherwise provided in this Plan, each holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold distributions under this Plan to or on behalf of any holder of such Claim unless and until such instrument is received or the non-availability of such instrument is established to the satisfaction of the Liquidating Trustee <i>provided</i> this surrender requirement shall not apply to the Bond Trustee or the beneficial owners of the Revenue Bonds. Each Person who is to receive distributions under this Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.	19
10.8 <i>Cancellation of Instruments.</i> Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the Revenue Bonds shall be cancelled, and the Revenue Bonds and related Bond Documents shall continue in effect solely to the extent they relate to and are necessary to (i) allow distributions pursuant to this Plan, (ii) permit the Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit the Bond Trustee to set one or more record dates and distributions dates with respect to the distribution of funds to beneficial owners of the Revenue Bonds, (iv) permit the Bond Trustee to appear in the Chapter 11 Cases and exercise the rights specified in this Plan, and (v) permit the Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).	20
10.9 <i>Term of Stays.</i> Except as otherwise provided in this Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy	

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Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.	20
10.10 No Discharge. Pursuant to Bankruptcy Code Section 1141(d)(3), the Confirmation Order will not discharge the Debtors of any debts.	20
10.11 Retention of Jurisdiction. Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Court will retain jurisdiction to the fullest extent permitted by law, including jurisdiction to enter any orders or to take any action specified in this Plan, and including:.....	20
10.12 Failure of the Court to Exercise Jurisdiction. If the Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Cases, including with respect to the matters set forth above in Section 10.11 , this Plan shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.....	21
SECTION 11. MISCELLANEOUS PROVISIONS	21
11.1 Exemption from Transfer Taxes. Pursuant to Bankruptcy Code Section 1146(a), the creation or amendment of any mortgage, deed of trust or other security interest, the making or assignment of any lease or the making or delivery of any deed or other instrument of transfer, under, in furtherance of or in connection with this Plan, and any sale of the Assets, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.	21
11.2 Modification of Plan. The Plan Proponents may modify this Plan prior to the entry of the Confirmation Order provided this Plan, as modified, and the Disclosure Statement pertaining thereto meet applicable Bankruptcy Code requirements of Bankruptcy Code Section 1125. After the entry of the Confirmation Order, the Plan Proponents or, with the consent of the Post Effective Date Committee and Bond Trustee, the Liquidating Trustee, may modify this Plan to remedy any defect or omission or to reconcile any inconsistencies in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of this Plan, provided: (i) the Plan Proponents or Liquidating Trustee, as applicable, obtain approval of the Bankruptcy Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment, or distributions of any Class under this Plan. For purposes of this Section 11.2 consent of the Post Effective Date Committee and/or Bond Trustee shall be presumed from any party that does not respond within five (5) Business Days after written notice from the Liquidating Trustee.	22
11.3 Revocation of this Plan. The Plan Proponents reserve the right to revoke or withdraw this Plan, prior to the Confirmation Date, for any reason they may deem appropriate. If this Plan is revoked or withdrawn, then this Plan shall be null and void in all respects and nothing contained in this Plan shall constitute	

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a waiver or release of any claims by or against, the Debtors, or prejudice in any manner the rights of the Plan Proponents.	22
11.4 <i>Preservation and Application of Insurance.</i> The terms of this Plan shall not diminish or impair in any manner the enforceability and coverage of any insurance policies (and any agreements, documents, or instruments relating thereto) that may cover Claims or any claims against directors, trustees or officers of the Debtors, or any other Person, other than as expressly as set forth herein. All of the Debtors' insurance policies, or third party policies naming the Debtors as an additional insured, and the proceeds thereof shall be available to satisfy Claims to the extent such insurance policies cover such Claims. In addition, such insurance policies and proceeds thereof shall be available to satisfy Claims estimated pursuant to Bankruptcy Code Section 502(c) or in accordance with this Plan. For the avoidance of doubt, confirmation of the Plan and the occurrence of the Effective Date shall not affect, reduce, discharge or diminish coverage, or provide a defense to any insurer, or trigger any exclusion under any policy, including, without limitation, any insured vs. insured exclusion.	22
11.5 <i>Votes Solicited in Good Faith.</i> Upon entry of the Confirmation Order, the Plan Proponents will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to Bankruptcy Code Section 1125(e) will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan.	22
11.6 <i>Successors and Assigns, Binding Effect.</i> The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person, including with respect to the Debtors, any chapter 7 or chapter 11 trustee. The provisions of this Plan shall bind all holders of Claims, whether or not they have accepted this Plan.	22
11.7 <i>Computation of Time.</i> In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.	22
11.8 <i>Notices.</i> All notices or requests in connection with this Plan shall be in writing and given by mail or overnight mail addressed to counsel to the Plan Proponents as set forth on the front page of this Plan and to the Liquidating Trustee as set forth in the Plan Supplement. All notices and requests to holders of Claims shall be sent to them at their last known address or to the last known address of their attorney of record in these Chapter 11 Cases, if any. Any Person may designate in writing any other address for purposes of this Section 11.8 , which designation will be effective upon receipt by the Plan Proponents.	23

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11.9 Severability. If, prior to confirmation, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power, on joint request of the Plan Proponents, to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, the Settlement Agreement is an integral part of this Plan and the Plan shall not be confirmed without approval of the Settlement Agreement.	23
11.10 Validity and Enforceability. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.....	23
11.11 Plan Supplement. Any exhibits, schedules or other Plan Documents not filed with this Plan may be contained in this Plan Supplement including the disclosure of the Liquidating Trustee and related documents as necessary to implement the terms of this Plan.	23
11.12 Controlling Documents. In the event and to the extent that any provision of this Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of this Plan shall control and take precedence. In the event and to the extent that any provision of this Plan (other than Section 5.6), Disclosure Statement or Confirmation Order is inconsistent with the Settlement Agreement, the Settlement Agreement shall control.	23
11.13 Reservation of Rights. Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the occurrence of the Effective Date.	23
11.14 Substantial Consummation. Upon the Effective Date, this Plan will be deemed substantially consummated for purposes of Bankruptcy Code Sections 1101 and 1127(b).	23
11.15 Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated in this Plan, the laws of the State of New York, without giving effect to the principles of conflicts of laws, shall govern the	

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rights, obligations, construction, and implementation of this Plan and transactions consummated or to be consummated in connection therewith.	23
0BThe Official Committee of Unsecured Creditors	25
1BU.S. Bank National Association, as Trustee.....	25

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee for the Revenue Bonds described more fully below (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) propose the following joint plan of reorganization for the resolution of outstanding Claims against the Debtors pursuant to chapter 11 of title 11 of the United States Code. The Committee and Bond Trustee are the proponents of this Plan within the meaning of Bankruptcy Code Section 1129.

All holders of Claims against the Debtors are encouraged to read this Plan, the Disclosure Statement and other Plan Documents in their entirety as soon as possible. The Plan Documents, once Filed, shall be available for review in the office of the clerk of the Bankruptcy Court. Holders of Claims may also obtain a copy of the Plan Documents by contacting counsel for the Plan Proponents by a written request sent to the above address. Each of the Plan Documents is an integral part of this Plan and is hereby incorporated by reference and made a part of this Plan.

SECTION 1. DEFINITIONS AND INTERPRETATION

A. Definitions.

Capitalized terms used in this Plan and not otherwise defined in this Plan or in the Bankruptcy Code have the meanings specified in the attached **Exhibit 1**.

B. Rules of Construction.

Unless otherwise specified, all Section or Exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. The rules of construction contained in Bankruptcy Code Section 102 shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, (i) any reference in this Plan to an existing document, Exhibit or Schedule means such document, Exhibit or Schedule as it may have been amended, restated, revised, supplemented or otherwise modified, and (ii) any reference in this Plan to a document being in a particular form or on particular terms means that such document will be substantially in such form or on such terms. If a time or date is specified for any payments or other distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral.

SECTION 2. TREATMENT OF ADMINISTRATIVE CLAIMS, FEE CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

2.1 ***Administrative Claims.*** In accordance with Bankruptcy Code Section 1123(a)(1), Administrative Claims have not been classified and are treated as described in this **Section 2**. Except as otherwise provided in this Plan, each Person holding an Allowed Administrative Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Claim as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Person becomes the holder of such an Allowed Administrative Claim; or (c) the date or dates when that Claim is

payable by its terms, consistent with past practice. Allowed Administrative Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; (ii) Asset Pool Components available under the Settlement Agreement for payment of Allowed Claims of a type described in Bankruptcy Code Section 503(b)(9) to the extent Allowed and entitled to such treatment under Bankruptcy Code Section 503(b)(9); and (iii) other Asset Pool Components available for payment of Administrative Claims under the Settlement Agreement to the extent accrued on or after October 1, 2017.

2.2 Fee Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Fee Claims have not been classified and are treated as described in this **Section 2**. Except as otherwise provided in this Plan, each Person holding an Allowed Fee Claim shall receive Cash equal to the unpaid portion of such Allowed Fee Claim, as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Fee Claim. Allowed Fees Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent consistent with the Budget; (ii) the Wind-Down; (iii) the Excess Fee Reserve to the extent a Fee Claim is Allowed but payment thereof is not consistent with the Budget and cannot otherwise be satisfied from the Wind-Down; or (iv) as otherwise expressly provided in this Plan or the Settlement Agreement.

2.3 Priority Tax Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Priority Tax Claims have not been classified and are treated as described in this **Section 2**. Each Person holding an Allowed Priority Tax Claim shall receive, as determined by the Liquidating Trustee in his sole discretion: (a) payment in Cash in full on the later of the Effective Date or the date such Claim becomes an Allowed Claim; or (b) Cash over a period not exceeding five (5) years after date of assessment of such Claim, with interest at a rate consistent with Bankruptcy Code Section 511, in periodic payments, having the value of such Claim as of the Effective Date. No Claim for or demand for any penalty relating to any Priority Tax Claim other than a penalty of the type specified in Bankruptcy Code Section 507(a)(8)(G) shall be Allowed and the holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Estates or any of the Assets. Allowed Priority Tax Claims shall be paid from Asset Pool Components available for payment of Priority Tax Claims under the Settlement Agreement.

2.4 U.S. Trustee Fees. U.S. Trustee Fees include fees and charges assessed against the Debtors under Chapter 1930 of title 28, United States Code. All U.S. Trustee Fees will be paid in full by the Debtors or Liquidating Trustee, as the case may be, as they become due and shall continue to be paid until the earlier of the time (i) a final decree is entered closing the Chapter 11 Cases, a Final Order converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or a Final Order dismissing the Chapter 11 Cases is entered; and (ii) the Liquidating Trustee has met all of the U.S. Trustee's Operating Guidelines and Reporting Requirements for debtors in possession and trustees (unless the Bankruptcy Court orders otherwise). U.S. Trustee Fees shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; and (ii) other Asset Pool Components available for payment of U.S. Trustee Fees under the Settlement Agreement to the extent accrued on or after October 1, 2017.

SECTION 3. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 *Classification and Specification of Treatment of Claims.* All Claims, except those described in Section 2, are placed in the Classes of Claims described in this Section 3, pursuant to Bankruptcy Code Section 1123(a)(1). This Section 3 also specifies the treatment of such Classes of Claims and their impaired or unimpaired status, pursuant to Bankruptcy Code Sections 1123(a)(2) and 1123(a)(3). A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of the Class and is classified in a different Class to the extent that the Claim qualifies within the description of that different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released, withdrawn, waived, or otherwise satisfied under this Plan. Unless this Plan expressly provides otherwise, when a Class includes a subclass, each subclass is a separate Class for all purposes under the Bankruptcy Code, including voting and distribution.

This Plan will not provide any distributions on account of a Claim to the extent that such Claim has been disallowed, released, withdrawn, waived, or otherwise satisfied or paid as of the Effective Date, including, payments by third parties. Except as specifically provided in this Plan, this Plan will not provide any distributions on account of a Claim, the payment of which has been assumed by a third party. Except as otherwise specifically provided in this Plan or by further order of the Court, all treatment, allowances, or payments of Claims which have been specified or otherwise fixed or required by order of the Court shall not be impaired by this Plan and the rights of the holders of such Claims as provided in such orders shall not be altered by this Plan. For the avoidance of doubt, any holder of a Claim or Interest may agree to less favorable treatment of such Claim or Interest than is set forth in this Plan.

3.2 *Classes of Claims.*

3.2.1 Class 1 – Bond Claims. This Class consists of the Bond Claims, which shall be Allowed on the Effective Date as specified in the Settlement Agreement and not subject to reduction, disallowance, avoidance, setoff, recoupment or subordination. Except as otherwise expressly provided in this Plan, on and after the Effective Date, the Bond Trustee shall receive distributions at the times and in the manner specified in the Settlement Agreement for application pursuant to the Bond Documents.

3.2.2 Class 2 – Other Secured Claims. This Class consists of all Allowed Secured Claims other than Bond Claims. Each Allowed Claim in this Class shall be in a separate subclass. Each holder of an Allowed Claim in this Class shall receive, at the election of the Liquidating Trustee: (a) the net proceeds, if any, of the sale or other disposition of the Assets in which such other Secured Claim has a lien, after payment in full of the Bond Claims on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Claim becomes Allowed; or (b) if still in the Debtors' possession or control, the return of the property subject to the senior, perfected, non-avoidable, and indefeasible lien or security interest securing such holder's Allowed Secured Claim. Any Cash payments on account of Allowed Class 2 Claims shall be paid from the Asset Pool in a manner consistent with the Settlement Agreement. Any Claim that would be a Class 2 Claim but for the lack of collateral or otherwise resulting from the aforesaid treatment shall be treated as a Class 4 Claim.

3.2.3 Class 3 – Unsecured Priority Claims. This Class consists of all Allowed Unsecured Priority Claims. Each holder of an Allowed Unsecured Priority Claim shall receive Cash equal to the unpaid portion of such Allowed Unsecured Priority Claim as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Unsecured Priority Claim. Payments on account of Allowed Class 3 Claims shall be paid from the Asset Pool available for payment of Unsecured Priority Claims under the Settlement Agreement.

3.2.4 Class 4 – General Unsecured Claims. This Class consists of all Allowed Unsecured Claims. Except as otherwise provided in the Settlement Agreement with respect to any Deficiency Claim, each holder of an Allowed Unsecured Claim shall be entitled to receive such holder's *pro rata* share of Cash available from the liquidation or disposition of the Asset Pool after payment of or reserve for Allowed Claims described in **Sections 2, 3.2.2 and 3.2.3** of this Plan in a manner consistent with the Settlement Agreement on the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed.

3.2.5 Class 5 – Subordinated Claims. This Class consists of all Allowed Subordinated Claims. Each holder of an Allowed Subordinated Claim shall receive no distribution on account of such Claim.

3.2.6 Class 6 – Interests. Each holder of an Interest will not receive any distribution on account of such Interest. Each holder of an Interest shall not receive or retain an Interest or other property or interests of the Debtors on account of such Interest.

SECTION 4. ACCEPTANCE OR REJECTION OF THE PLAN

4.1 ***Impaired Classes Vote.*** In accordance with Bankruptcy Code Section 1126(c) and except as provided in Bankruptcy Code Section 1126(e), an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the holders of at least two-thirds ($\frac{2}{3}$) in dollar amount and more than one-half ($\frac{1}{2}$) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

4.2 ***Presumed Acceptance of this Plan.*** Classes 2 and 3 are Unimpaired under this Plan and are, therefore, conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code Section 1126(f).

4.3 ***Presumed Rejection of this Plan.*** Classes 5 and 6 are not entitled to receive or retain any property under this Plan and are, therefore, conclusively presumed to have rejected this Plan pursuant to Bankruptcy Code Section 1126(g).

4.4 ***Voting Classes.*** Classes 1 and 4 are Impaired, and the holders of Claims in those Classes are entitled to vote on this Plan.

4.5 ***Nonconsensual Confirmation.*** The Plan Proponents request entry of a

Confirmation Order under Bankruptcy Code Section 1129(a). With respect to any Impaired Class, including any Class of Claims or Interests created pursuant to amendments or modifications to this Plan, that does not accept this Plan, the Plan Proponents request that the Bankruptcy Court confirm this Plan by Cramdown with respect to any such non-accepting Class or Classes at the Confirmation Hearing, and the filing of this Plan shall constitute a motion for such relief.

SECTION 5. MEANS FOR IMPLEMENTATION OF PLAN

5.1 *The Challenge Rights Settlement.* The Challenge Rights Settlement and the Settlement Agreement are integral parts of this Plan and are hereby incorporated by reference as if fully set forth herein. The Plan shall constitute a motion to approve the Challenge Rights Settlement and the Settlement Agreement. Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of the Challenge Rights Settlement and Settlement Agreement pursuant to Bankruptcy Rule 9019 and a finding by the Bankruptcy Court that the Challenge Rights Settlement and Settlement Agreement is in the best interest of the Debtors and their Estates and in the best interests of the owners of the Revenue Bonds.

5.2 *Funding for this Plan.* This Plan will be primarily funded by a combination of the Assets that are Cash and proceeds from the sale or other disposition of the non-cash Assets in a manner consistent with the Challenge Rights Settlement. Certain funding may also be provided from other Trust Assets and as specified in and **Section 5.6** of this Plan.

5.3 *Formation of Trusts.* On the Effective Date, (i) the Trusts, on the terms of the Trust Agreements, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreements, (iii) the Trust Agreements shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trusts, (v) the Assets shall be transferred to the Liquidation Trust, and (vi) the Contributed Non-Estate Causes of Action shall be contributed to the Private Action Trust. The Trust Agreements shall contain provisions customary in comparable circumstances. The Trusts shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trusts as liquidating trusts for all federal income tax purposes. Neither the Liquidation Trust nor the Private Action Trust shall be deemed to be the same legal entity as any of the Debtors.

There shall be a total of one million (1,000,000) units of Liquidation Trust Beneficial Interests allocated to all holders of Allowed Claims, in a manner that permits them to receive the treatment specified by the Plan. There shall be a total of one million (1,000,000) units of Private Action Trust Beneficial Interests. The Liquidation Trust shall receive 25% or 250,000 units of Private Action Trust Beneficial Interests and the remaining Private Action Trust Beneficial Interests will be allocated to Electing Creditors, in return for their Contributed Non-Estate Causes of Action, ratably based upon the amount of the Allowed Claims held by each Electing Creditor in relation to the aggregate total of the Allowed Claims of all Electing Creditors. Beneficial interests in the Trusts shall be non-transferrable except by will or under the laws of descent and distribution.

If there is a recovery on account of a Cause of Action that is asserted by both the Liquidation Trust and the Private Action Trust, and the recovery is not allocated by a Final Order, the recovery shall be allocated 2/3 to the Liquidation Trust and 1/3 to the Private Action Trust.

Each Trust shall terminate after its liquidation, administration and distribution of applicable Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreements, **provided** each Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of one or both of the Trusts.

5.4 Appointment of Liquidating Trustee; Deemed Resignation of Directors and Officers. The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Plan Proponents shall identify the Liquidating Trustee and his compensation terms as part of the Plan Supplement. The Liquidating Trustee shall be a third-party non-affiliate of the Debtors with experience liquidating healthcare chapter 11 cases. The Liquidating Trustee shall be deemed the Estates' representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in this Plan and the Trust Agreements, including the powers of a trustee under Bankruptcy Code Sections 108, 704, and 1106 and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Trusts as "liquidating trusts" for federal income tax purposes within the meaning of Treasury Regulation 301. 7701-4(d). As set forth more fully in this Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of this Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors' Boards of Directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind down of the Debtors shall become the general responsibility of the Liquidating Trustee.

5.5 Vesting of Assets. As of the Effective Date, and except as otherwise provided in this Plan, pursuant to the provisions of Bankruptcy Code Section 1141(b) and (c), all Assets shall vest in the Liquidation Trust free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, subject to the terms and conditions of this Plan, the Settlement Agreement and the Confirmation Order, including the powers to the Liquidating Trustee. Pursuant to Bankruptcy Code Section 1123(a)(5) and subject to the terms of this Plan, the Liquidating Trustee shall sell or otherwise dispose of, and liquidate, or otherwise convert, to Cash, any non-Cash Assets.

5.6 Technical Amendments to the Settlement Agreement. As of the Effective Date, notwithstanding any other provision of this Plan or the Settlement Agreement the Excess Fee Reserve shall be established. As of the Effective Date, notwithstanding any other provision of this Plan or the Settlement Agreement, the Budget, as it relates to Fee Claims of the Committee's professionals, shall be deemed amended to include the following: (i) the aggregate amount of \$220,000, plus (ii) the amount of reasonable fees and expenses of the Committee's professionals

incurred between December 1, 2017 and the Effective Date as Allowed by Final Order. The amounts set forth in this **Section 5.6** shall be funded from Existing Debtor-Held Funds. The Settlement Agreement shall be deemed further amended to clarify that the Committee's professionals intend to file fee applications with respect to Fee Claims.

5.7 Corporate Action. All matters provided under this Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement or further action by directors or officers of the Debtors.

5.8 Continuing Existence. From and after the Effective Date, the Debtors shall continue in existence for the purposes of (i) winding up their affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to Cash, or other methods, all remaining Assets, as expeditiously as reasonably possible, (iii) enforcing and prosecuting claims, interests, rights and privileges of the Estates, including, the prosecution of Causes of Action, (iv) resolving disputed Claims, (v) administering this Plan, (vi) filing all final cost reports reflecting the Debtors' former operation of the Facility and (vii) filing appropriate tax returns. Following the Effective Date, the Debtors shall not engage in any business activities or take any actions, except those necessary to consummate this Plan and wind up the affairs of the Debtors.

5.9 Substantive Consolidation of Debtors for Plan Purposes. The Plan shall constitute a motion, pursuant to Bankruptcy Code Section 105(a), to substantively consolidate the Debtors for Plan purposes. Subject to the occurrence of the Effective Date and effective on the Effective Date, the Debtors shall be substantively consolidated for all of those purposes and actions associated with confirmation and consummation of this Plan. On and after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Estate solely for purposes of this Plan, (b) for all purposes associated with this Plan, the Estates of each of the Debtors shall be deemed to be one consolidated Estate, (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the merged Estate and (d) the Debtors shall be treated as though they were merged into a single Estate for the purposes of calculating U.S. Trustee Fees. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under this Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims and only a single Claim against the merged Estates shall be deemed to survive for purposes of this Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in this **Section 5.9** shall not prejudice or impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions, General Litigation Claims or Jasper Claims.

5.10 Causes of Action. Except as otherwise set forth in this Plan, all Causes of Action of the Debtors including Avoidance Actions, General Litigation Claims and Jasper Claims, shall

survive confirmation of this Plan and the commencement and prosecution of such Causes of Action by the Liquidating Trustee or otherwise shall not be barred or limited by *res judicata* or any estoppel, whether judicial, equitable or otherwise. The Liquidating Trustee shall have the authority and standing to commence and prosecute Causes of Action of the Debtors and Estates for the benefit of Creditors. Nothing in this Plan shall be deemed a “voluntary assignment” of any Cause of Action by the Debtors.

5.11 *Agreements, Instruments, and Documents.* All organizational agreements, charter documents, instruments, and documents required under this Plan to be executed or implemented, together with such others as may be necessary, useful or appropriate in order to effectuate this Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. Such documentation shall include any charter document revisions needed to comply with Bankruptcy Code Section 1129(a)(6).

5.12 *Bar Date for Fee Claims.* Each Person retained or requesting compensation in these Chapter 11 Cases, pursuant to Bankruptcy Code Sections 330, 331, and 503(b), must file with the Court an application for allowance of any Fee Claims no later than thirty (30) days after the Effective Date. All Fee Claims for which an application is not timely filed shall be forever barred. Objections to each such application may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Fee Claims.

5.13 *Bar Date for Other Administrative Claims.* Except to the extent this Plan or the Court has fixed or does fix a different date, all requests for payment of Administrative Claims must be filed no later than thirty (30) days after the Effective Date. All Administrative Claims for which a request for payment is not timely filed shall be forever barred. Objections to each such claims may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Administrative Claims.

5.14 *Post Effective Date Committee.* On the Effective Date, the Committee shall continue as the Post Effective Date Committee until all distributions on account of all Allowed Unsecured Claims have been completed, at which time the Post Effective Date Committee shall be dissolved. The Post Effective Date Committee shall be comprised of the members of the Committee, unless any particular member thereof opts not to be a member thereof. If a member of the Post Effective Date Committee resigns or is removed, a replacement who holds an Unsecured Claim against the Debtors may be appointed by the remaining members. The Post Effective Date Committee’s role shall be to consult with the Liquidating Trustee and to perform the functions set forth for the Post Effective Date Committee in this Plan. The members of the Post Effective Date Committee shall serve without compensation.

5.15 *Closing of the Debtors’ Chapter 11 Cases.* When all disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed, and all Assets have been liquidated and converted into Cash (or abandoned), and such Cash has been distributed in accordance with this Plan, or at such earlier time as the Liquidating Trustee deems appropriate, the Liquidating Trustee shall request that the Court to enter a final decree and otherwise close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

5.16 ***Corporate Dissolution.*** Upon the distribution of all Assets pursuant to this Plan and the filing by the Liquidating Trustee of a certification to that effect with the Court (which may be included in the application for the entry of the final decree), the Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith, ***provided, however,*** that the Liquidating Trustee may take appropriate action to dissolve the Debtors under applicable law. From and after the Effective Date, the Debtors shall not be required to file any document, or take any action, to withdraw their business operations from any states where the Debtors previously conducted business.

5.17 ***Effective Date Events.*** On the Effective Date, the following actions shall take place: (a) all payments to be made on the Effective Date and all other actions to be taken on or before the Effective Date pursuant to this Plan by the Debtors shall be made or taken or duly provided for; (b) any documents, including orders or agreements, necessary to implement this Plan as of the Effective Date must be executed; and (c) all other events and actions specified in this Plan to occur on the Effective Date shall be deemed to have accrued. Within seven (7) days of the occurrence of the Effective Date, the Liquidating Trustee shall file a notice of occurrence of the Effective Date with the Bankruptcy Court.

SECTION 6. PROVISIONS REGARDING LIQUIDATING TRUSTEE

6.1 ***General Powers and Duties of the Liquidating Trustee.*** The Liquidating Trustee will act for the Creditors in a fiduciary capacity as applicable to a board of directors and shall be responsible for the liquidation of the remaining Assets, administration of this Plan and wind-down of the Debtors and their Estates post-Effective Date, subject to the provisions of this Plan and the Settlement Agreement. Except to the extent conditioned by this Plan, the powers and duties of the Liquidating Trustee shall include:

- (a) to invest Cash in accordance with Bankruptcy Code Section 345, and withdraw and make distributions of Cash to holders of Allowed Claims;
- (b) to receive, manage, invest, supervise, protect, liquidate or otherwise dispose of the Assets;
- (c) to propose a wind-down budget, and update the same from time to time;
- (d) to engage attorneys, consultants, agents, employees and all professional persons to assist the Liquidating Trustee with respect to the Liquidating Trustee's responsibilities;
- (e) to pay all expenses in connection with administering this Plan and winding down the affairs of the Debtors in each case from the Asset Pool, subject to the terms of this Plan without further notice, hearing or approval of the Court.
- (f) to execute and deliver all documents, and take all actions, necessary to consummate this Plan and wind-down the Debtors' business, including, to effectuate the dissolution of the Debtors;

- (g) to coordinate the storage and maintenance of the Debtors' books and records;
- (h) to oversee compliance with the Debtors' accounting, finance and reporting obligations;
- (i) to oversee the filing of final tax returns, audits and other corporate dissolution documents if required;
- (j) to communicate regularly with and respond to inquiries from the Post Effective Date Committee and Bond Trustee;
- (k) subject to **Sections 6.2** and **8.15** of this Plan, to object to Claims, compromise and settle Claims;
- (l) to act on behalf of the Debtors and the Estates in all litigation, adversary proceedings and contested matters (including, any Causes of Action), then pending or that can be commenced in the Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, dispute or adjust any actions involving the Assets or Trust Assets that could arise or be asserted at any time under the Bankruptcy Code or otherwise, unless otherwise waived or relinquished in this Plan;
- (m) to implement and enforce all provisions of this Plan and the Settlement Agreement; and
- (n) to use such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to this Plan or Court order or as may be necessary and proper to carry out the provisions of this Plan.

6.2 Consultation and Consent Rights. The Post Effective Date Committee and Bond Trustee shall have consultation and consent rights over (i) the wind-down budget and any modification thereof; (ii) the time, method and conduct by the Liquidating Trustee of any action to pursue the following claims or any settlement thereof: the Jasper Claims, General Litigation Claims and any Avoidance Actions where the amount in controversy exceeds \$50,000; and (iii) the professionals retained by the Liquidating Trustee (for the avoidance of doubt, existing Committee professionals, including Greenberg Traurig, LLP, are acceptable for this purpose).

Except as otherwise provided in this Plan, the Liquidating Trustee may seek consent for any matter described in this **Section 6.2** by written notice to the Post Effective Date Committee and Bond Trustee. Consent shall be presumed from any party that does not respond within five (5) Business Days.

In the event the Liquidating Trustee, the Post Effective Date Committee and Bond Trustee are unable to reach a consensus respecting any matters which require consent of the Post Effective Date Committee and Bond Trustee, the Liquidating Trustee, Post Effective Date Committee or Bond Trustee may bring such matter to the Court for resolution and the Liquidating Trustee shall be authorized to act in accordance with any ruling of the Court.

6.3 Compensation of Liquidating Trustee and its Professionals. The Liquidating Trustee and Persons employed by the Liquidating Trustee shall be compensated and reimbursed for their reasonable and necessary fees and out-of-pocket expenses on a regular basis from the Asset Pool. The Liquidating Trustee and Persons employed by the Liquidating Trustee shall periodically submit invoices to the Post Effective Date Committee and Bond Trustee. For any invoice in an amount less than \$5,000, the Liquidating Trustee may thereafter pay amounts reflected in any invoice as approved by the Liquidating Trustee without Court or other approval. For any invoice in the amount of \$5,000 or more, the Liquidating Trustee shall defer payment on the invoice for ten (10) Business Days after service and if no objection is provided to the Liquidating Trustee within that time, the Liquidating Trustee may pay such invoice as approved by the Liquidating Trustee without Court approval, *provided* if a timely objection is received the Liquidating Trustee may pay the undisputed portion, may pay the disputed portion of such invoice upon resolution, and any unresolved dispute shall be resolved by the Court.

6.4 No Agency Relationship. The Liquidating Trustee shall not be deemed to be the agent of any of the holders of Claims in connection with the funds held or distributed pursuant to this Plan. The Liquidating Trustee shall not be liable for any mistake of fact or law or error in judgment or any act or omission of any kind unless it constitutes gross negligence or willful misconduct or breach of fiduciary duty on the part of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless, including the cost of defending such claims and attorneys' fees in seeking indemnification, by the Estates against any and all claims arising out of his duties under this Plan, except to the extent his actions constituted gross negligence or willful misconduct or breach of fiduciary duty. The Liquidating Trustee may conclusively rely, and shall be fully protected personally in acting upon any statement, instrument, opinion, report, notice, request, consent, order, or other instrument or document which he believes to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may rely upon information previously generated by the Debtors and provided to him by former employees of the Debtors.

6.5 Reporting. Until a final decree closing the Chapter 11 Cases is entered, the Liquidating Trustee shall comply with any reporting requirements established pursuant to the guidelines of the U.S. Trustee or applicable law. The Liquidating Trustee shall also provide the Post Effective Date Committee and Bond Trustee quarterly reports regarding the wind-down of the estate which shall include, without limitation, a balance sheet, statement of income and expenses, and update regarding liquidation and wind-down of the Assets. The Liquidating Trustee shall be available on reasonable notice for telephone consultation with the Post Effective Date Committee and Bond Trustee and shall provide such other reports and information as the Post Effective Date Committee and Bond Trustee may reasonably request from time to time.

6.6 Resignation, Death or Removal of Liquidating Trustee. The Liquidating Trustee may resign at any time upon not less than thirty (30) days' written notice to the Post Effective Date Committee and Bond Trustee. The Liquidating Trustee may be removed at any time by the Post Effective Date Committee and Bond Trustee for cause upon proper application to, and Final Order of, the Court. In the event of the resignation, removal, death or incapacity of the Liquidating Trustee or any other vacancy in the position of Liquidating Trustee, the Post Effective Date Committee and Bond Trustee may jointly select a successor Liquidating Trustee.

In the event the Liquidating Trustee, the Post Effective Date Committee and Bond Trustee are unable to reach a consensus regarding a successor Liquidating Trustee, the Liquidating Trustee, Post Effective Date Committee or Bond Trustee may bring such matter to the Court for resolution. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors.

SECTION 7. EXECUTORY CONTRACTS

7.1 *Rejection of Contracts.* Except as otherwise set forth in this Plan or in the Plan Supplement, each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Any Claim for damages arising from rejection of any executory contract or unexpired lease under this Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from receiving any distribution under this Plan or asserting any Claims against the Debtors, the Estates or the Liquidating Trustee.

7.2 *Insurance Contracts.* To the extent any insurance policies issued to any Debtor, or insurance agreements to which any Debtor is a party entered into prior to the Petition Date constitute executory contracts, then, notwithstanding anything contained in this Plan, this Plan will constitute a motion to assume such insurance policies and agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption, pursuant to § 365(a) of the Bankruptcy Code. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtors existing as of the Effective Date with respect to each such insurance policy or agreement.

7.3 *Compensation and Benefit Programs.* To the extent not previously terminated, all employment and severance agreements and policies and all employee compensation and benefit plans, policies and programs of the Debtors applicable generally to its employees and officers in effect on the Effective Date shall be terminated as of the Effective Date.

7.4 *Reservation of Rights as to Executory Contracts.* Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Plan Proponents or Debtors that any contract or lease is in fact an executory contract or unexpired lease or that the Debtors have liability thereunder. If there is a dispute whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

SECTION 8. DISTRIBUTION PROVISIONS

8.1 *No Distributions on Account of Claims That Have Not Become Allowed Claims.* Notwithstanding any other provision of this Plan, no payment or distribution shall be made with respect to any Claim that has not become an Allowed Claim.

8.2 ***Reserves for Claims That Have Not Been Allowed.*** Distributions on account of Claims that have not become Allowed Claims shall be governed by the following provisions:

(a) The Liquidating Trustee shall not be required to withhold funds or consideration, designate reserves, or make other provisions for the payment of any Claims that have been waived, withdrawn, or disallowed by a Final Order of the Court.

(b) With respect to Claims that have not become Allowed Claims and that are not governed by subparagraph (a) above, the Liquidating Trustee shall reserve sufficient funds to allow for a distribution in accordance with the terms of this Plan, on account of the distribution attributable to such holders' Claims or as otherwise provided pursuant to any order of the Court with respect to the amount, if any, to be reserved. At the request of the Liquidating Trustee or any holder of a Claim, the Court may, after notice and a hearing, fix the amount of any Claim for purposes of establishing reserves. In the absence of an Order establishing a specific reserve amount, the Liquidating Trustee, may in his sole discretion comply with this **Section 8.2** by reserving \$100 for each Claim not stating an amount. Further, with respect to Claims covered by insurance, the Liquidating Trustee may establish reserves based solely on any deductible, self-insured retention amount, or that part of a Claim not otherwise covered by insurance. Cash withheld pursuant to this subparagraph will be held in a segregated, interest-bearing fund or funds. Such Cash will be released when and if Claims are Allowed and disallowed and shall be applied in accordance with this Plan.

8.3 ***Distribution of Plan Consideration.*** The Trusts shall make distributions to holders of beneficial interests in accordance with this Plan. The Liquidating Trustee shall disburse all consideration to be distributed under this Plan and shall act as a disbursing agent. For the avoidance of doubt, all distributions under this Plan relating to the Revenue Bonds shall be made to the Bond Trustee.

8.4 ***Unclaimed Cash.*** If any Person entitled to Cash under this Plan cannot be located on the date a distribution is to be made, such Cash will be set aside and held in a segregated fund to be maintained by the Liquidating Trustee. If such Person is located within ninety (90) days of the date of distribution, such Cash will be paid to such Person. If such Person cannot be located within ninety (90) days of the date of distribution, any such Cash and accrued interest thereon shall be released to the Liquidating Trustee and distributed in accordance with this Plan and such Person shall not be entitled to any amounts in connection with such distribution or any subsequent distribution and the Claims of such person to which such Cash relates shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trusts, or the Liquidating Trustee. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate such Person. It is the obligation of each Person claiming rights under this Plan to keep the Liquidating Trustee advised of their current address by sending written notice of any changes to the Liquidating Trustee.

8.5 ***Unnegotiated Distribution Checks.*** Checks or drafts issued pursuant to this Plan to Persons holding Allowed Claims and not presented for payment within ninety (90) days following mailing thereof to the last known address of such Person shall be deemed nonnegotiable thereafter. Any Claim in respect of such distribution shall be discharged and

forever barred from assertion against the Debtors, the Estates, the Assets, the Trusts, or the Liquidating Trustee. Any distribution which is deemed nonnegotiable shall re-vest with the Liquidating Trustee and be available for distribution consistent with this Plan.

8.6 ***Fractional Dollars.*** Any other provision of this Plan notwithstanding, no payments of fractional dollars will be made to any holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any holder of an Allowed Claim would otherwise be called for, the Liquidating Trustee may, in his discretion, round such fraction up or down and make payments accordingly.

8.7 ***Distribution Dates.*** In addition to any distribution times established under this Plan, the Liquidating Trustee shall make a good faith determination after consultation with the Post Effective Date Committee and Bond Trustee at six month intervals after the Effective Date as to the advisability of making interim distributions and may make interim distributions in his discretion. Whenever any distribution to be made under this Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day.

8.8 ***Bankruptcy Code Sections 509 and 510.*** Distributions under this Plan will be governed by the provisions of Bankruptcy Code Sections 509 or 510 where applicable.

8.9 ***Distributions to be Applied First to Administrative and Priority Claims.*** To the extent any holder of an Allowed Claim receives any distribution(s) under this Plan on account of Claims, said distribution(s) shall be applied by the recipient first to satisfy any Allowed Administrative Claims, Allowed Priority Tax Claims, or Allowed Unsecured Priority Claims and, only after all such Claims are fully satisfied, to any Allowed Claims not entitled to such priority.

8.10 ***Estimation of Claims.*** The Liquidating Trustee may, at any time, request that the Bankruptcy Court (or District Court, as applicable) estimate any Claim not expressly Allowed by the terms of this Plan and otherwise subject to estimation under Bankruptcy Code Section 502(c) and for which the Debtors may be liable under this Plan, including any Claim for taxes, to the extent permitted by Bankruptcy Code Section 502(c). In the event that the Bankruptcy Court (or District Court, as applicable) estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court (or District Court, as applicable). If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated by the Bankruptcy Court (or District Court, as applicable) and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court (or District Court, as applicable).

8.11 ***Chapter 5 Provisions.*** No distribution or payment shall be made to any holder of an Allowed Claim who is also a potential defendant in an Avoidance Action until a decision is made by the Liquidating Trustee not to commence the potential Avoidance Action, or, in the

event the potential Avoidance Action is commenced by the Liquidating Trustee, until resolution of such Avoidance Action. Notwithstanding this **Section 8.11**, the making of a distribution to such potential defendant or the lack of any objection filed to such Allowed Claim on the basis of such potential Avoidance Action, shall not constitute a waiver of any rights of the Debtors or the Liquidating Trustee, as the case may be. For purposes of this Plan, such distribution or payment on account of such Allowed Claim shall be held in reserve as if it were a disputed Claim.

8.12 ***Third-Party Agreements.*** Except as set forth herein, all subordination and intercreditor agreements entered into by any parties in interest shall be enforceable to the extent permitted by applicable law.

8.13 ***Special Provisions for Treatment of Medical Malpractice/Personal Injury/Worker's Compensation Claims.***

(a) Distributions under this Plan to each holder (each, a "***Personal Injury Claimholder***") of a Claim asserted or which can be asserted against any of the Debtors on account of or related to purported liability resulting either from the provision of medical services, including personal injury or wrongful death claims, or any other personal injury or worker's compensation claim (each, a "***Personal Injury Claim***"), shall be in accordance with the treatment provided under this Plan for Unsecured Claims as applicable; ***provided, however***, no distributions shall be made, and no reserve shall be made by the Liquidating Trustee for any amount, for or attributable to any portion of such a claim that is covered by insurance.

(b) ***Mandatory Pre-Mediation Resolution Procedures.*** Within sixty (60) days after the Effective Date, each Personal Injury Claimholder shall serve on the Liquidating Trustee a written settlement offer containing such holder's good faith demand; ***provided, however***, such settlement offer may not exceed the amount of the Personal Injury Claim indicated in any proof of claim filed by the Personal Injury Claimholder with respect to the Personal Injury Claim or, if the Personal Injury Claimholder has not filed a proof of claim, the amount of such Personal Injury Claim indicated in the Schedules. Not later than thirty (30) days after receipt of such written settlement offer, the Liquidating Trustee shall respond to such written settlement offer with a written counter-offer. Thereafter, each party shall respond in writing to subsequent written counter-offers within fifteen (15) days of receipt. If a Personal Injury Claimholder fails to respond to a counter-offer from the Liquidating Trustee in a timely fashion, the Personal Injury Claimholder shall be deemed to have stipulated to Allowance of such Personal Injury Claim in the amount of the Liquidating Trustee's last counter-offer and such Personal Injury Claim shall be Allowed in such amount. If the Liquidating Trustee fails to respond to an offer or counter-offer from a Personal Injury Claimholder in a timely fashion, the Personal Injury Claimholder may terminate negotiations, shall be under no obligation to mediate and may request the Bankruptcy Court to terminate the stay to litigate the Personal Injury Claim pursuant to this section.

(c) ***Mandatory Mediation.*** At any time by mutual consent, and upon the request of either party on or after July 1, 2018, the parties may mediate a Personal Injury Claim. If the parties cannot agree on a mediator, either may petition the Bankruptcy Court, which shall appoint a mediator. The parties shall share the costs of such mediation equally. The Liquidating

Trustee shall schedule mediations as promptly as reasonably possible taking into account the schedules of the parties, their counsel and the mediator. The mediator shall establish procedures for the mediation. The mediation shall occur in Atlanta, Georgia or such other location mutually agreeable to the parties. Either party may notify and invite to the mediation any co-defendant or other party to a Personal Injury Claim. If mediation does not result in settlement on or before December 31, 2018, either party may request the Bankruptcy Court to terminate the stay to proceed with litigation; ***provided, however***, no party shall be entitled to stay relief hereunder unless the Bankruptcy Court finds such party has participated in the mandatory pre-mediation resolution procedures and any mandatory mediation in good faith.

(d) ***Exchange of Information.*** At any time prior to mediation (i) a Personal Injury Claimholder shall provide to the Liquidating Trustee, within thirty (30) days of receipt of a written request for production, documents and other information supporting the Personal Injury Claim, including liability and damages; (ii) the Liquidating Trustee shall provide to a Personal Injury Claimholder, within thirty (30) days of receipt of a written request for production, to the extent available to the Liquidating Trustee, information regarding the Personal Injury Claim in the Liquidating Trustee's possession and control; and (iii) a Personal Injury Claimholder may subpoena from any third party pursuant to Bankruptcy Rule 9016 any records regarding the Personal Injury Claim. The Bankruptcy Court shall retain exclusive jurisdiction pursuant to the Bankruptcy Rules over any objection, motion to compel or motion to quash with respect to any request for production or information or subpoena under this section of the Plan.

(e) ***Confidentiality.*** All information, communications, offers, counter-offers, records and documents exchanged by the parties hereunder, all settlement discussions and negotiations and mediations shall remain confidential and shall not be admissible in any subsequent proceedings pursuant to Rule 408 of the Federal Rules of Evidence.

(f) ***Litigation.*** The Bankruptcy Court shall hear any request for stay relief under this section of the Plan after notice and a hearing. Upon termination of the stay hereunder, the parties may proceed to liquidate and reduce the Personal Injury Claim to judgment before any court of competent jurisdiction, subject to all applicable rights regarding venue, forum selection, choice of law, removal, remand, abstention and all similar or related rights. All parties reserve all substantive and procedural rights, claims and defenses, including, without limitation, with respect to any claim for punitive damages; ***provided, however***, the payment of any punitive damages shall be subordinated to payment of all other Allowed Claims pursuant to the Plan.

(g) Nothing in this **Section 8.13** is intended to, shall, or shall be deemed to preclude any holder of a Claim of the type described in this Section from seeking and obtaining a distribution or other recovery from any insurer of the Debtors.

8.14 ***Objections to Claims.*** Objections to Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court within one hundred eighty (180) days after the Effective Date of this Plan, ***provided, however***, the Liquidating Trustee may not object to any Claim once it becomes an Allowed Claim. The time period for filing objections to Claims shall automatically renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date upon which all Claims have been Allowed or Disallowed or (ii) the date fixed by the Court

upon motion of the Liquidating Trustee or a holder of a Claim. Nothing contained herein shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Effective Date.

8.15 ***Settlement of Causes of Action and Disputed Claims.*** Pursuant to Bankruptcy Rule 9019(b), subject to Section 6.2 above, the Liquidating Trustee may settle any disputed Claim or Cause of Action without notice or Court approval. For the avoidance of doubt, notwithstanding Section 6.2 above, the Liquidating Trustee shall have the authority to compromise or settle any objections to Claims without approval of the Court, the Bond Trustee, or the Post Confirmation Committee.

8.16 ***Setoffs.*** The Liquidating Trustee may, pursuant to and in accordance with Bankruptcy Code Section 553 or applicable nonbankruptcy law, except as otherwise set forth in this Plan, set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Claim, the claims, rights and Causes of Action of any nature that the Debtors may hold against the holder of such Allowed Claim, ***provided*** the Liquidating Trustee gives the holder of such Allowed Claim notice of the proposed setoff or recoupment and the holder of such Allowed Claim does not object to the proposed setoff or recoupment within thirty (30) days; ***provided further***, if the holder of such Allowed Claim timely objects to the proposed setoff or recoupment, the setoff or recoupment may not be effectuated without prior approval of the Court; ***provided further***, neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or Liquidating Trustee of any such claims, rights and Causes of Action that the Debtors may possess against such holder.

8.17 ***Distribution Cap.*** Except to the extent consistent with the treatment set forth in this Plan, no holder of an Allowed Claim shall receive in respect of that Claim any distribution in excess of the Allowed amount of that Claim.

8.18 ***De Minimis Distributions.*** Notwithstanding anything to the contrary contained in this Plan, if the amount of Cash to be distributed to the holder of an Allowed Claim is less than \$20, the Liquidating Trustee may hold the Cash distributions to be made to such holder until the aggregate amount of Cash to be distributed to such holder is in an amount equal to or greater than \$20. Notwithstanding the preceding sentence, if the amount of Cash distribution to such holder never aggregates to more than \$20, then on the final distribution date, the Liquidating Trustee shall distribute such Cash to the holder entitled thereto.

8.19 ***Withholding Taxes.*** In connection with this Plan, to the extent applicable, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed on it by federal, state and local taxing authorities, and all distributions shall be subject to such requirements. All Claims held by any holder of a Claim that fails to provide information reasonably requested by the Liquidating Trustee in connection with such matters shall be discharged and forever barred from assertion against the Debtors or the Assets.

8.20 ***Distribution Record Date.*** Except as otherwise provided in a Final Order of the Court or as otherwise stipulated by the Debtors or Liquidating Trustee, as applicable, the

transferees of Claims transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Debtors and Liquidating Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any distribution with respect to any Claim, the Liquidating Trustee shall be entitled instead to recognize and deal with, for all purposes, only the Person listed on the Proof of Claim Filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are known to the Liquidating Trustee, as of the Distribution Record Date. Except as expressly set forth in this Plan, the foregoing shall not apply to the Bond Claim.

SECTION 9. CONDITIONS PRECEDENT

9.1 ***Conditions to Confirmation.*** Confirmation of this Plan shall not occur and the Court shall not enter the Confirmation Order unless (i) all of the requirements of the Bankruptcy Code for Confirmation of this Plan shall have been satisfied; (ii) the Plan Documents shall be in form and substance satisfactory to the Plan Proponents; and (iii) the Settlement Agreement shall be approved as part of the Confirmation Order. Without limitation, the Confirmation Order shall empower and authorize the Plan Proponents to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable them to implement the provisions of this Plan and Settlement Agreement satisfy all other conditions precedent to the effectiveness of this Plan.

9.2 ***Conditions to Effective Date.*** The Effective Date shall not occur unless: (a) the Court shall have entered the Confirmation Order as a Final Order, in form and substance reasonably satisfactory to the Plan Proponents; (b) the Plan Documents, shall be in form and substance satisfactory to the Plan Proponents; and (c) no request for revocation of the Confirmation Order under Bankruptcy Code Section 1144 shall have been made and still be pending.

9.3 ***Nonfulfillment of Conditions.*** In the event that the Plan Proponents determine that the conditions to Confirmation or to the Effective Date set forth in the immediately foregoing paragraphs of this Plan cannot be satisfied and should not, in their sole discretion, be waived, or if the Effective Date does not occur on or before May 1, 2018 (unless this date is extended by agreement of the Plan Proponents), this Plan shall be null and void and shall have no force nor effect, and this Plan shall be deemed withdrawn. Under the foregoing conditions, (i) the Challenge Rights Settlement shall be deemed withdrawn and of no force or effect, and (ii) the Plan Proponents may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

SECTION 10. EFFECTS OF PLAN CONFIRMATION

10.1 ***Satisfaction of Claims.*** Holders of Claims shall receive the distributions provided for in this Plan and other treatment set forth herein, if any, in full settlement and satisfaction of the Debtors' obligations thereunder.

10.2 ***Interest on Claims, Fees, Costs, Charges.*** Except as specifically provided for in

this Plan or Bankruptcy Code Section 506(b), interest and postpetition fees, costs and charges shall not accrue on Claims and no holder of a Claim shall be entitled to interest, fees, costs or charges accruing on or after the Petition Date on any Claim.

10.3 *Exculpation.* Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.

10.4 *Challenge Rights Settlement.* The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.

10.5 *Injunction.* Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.

10.6 *Post-Effective Date Effect of Evidences of Claims.* Notes, shareholder certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by this Plan.

10.7 *Surrender of Instruments and Release of Liens.* Except as otherwise provided in this Plan, each holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold distributions under this Plan to or on behalf of any holder of such Claim unless and until such instrument is received or the

non-availability of such instrument is established to the satisfaction of the Liquidating Trustee ***provided*** this surrender requirement shall not apply to the Bond Trustee or the beneficial owners of the Revenue Bonds. Each Person who is to receive distributions under this Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.

10.8 ***Cancellation of Instruments.*** Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the Revenue Bonds shall be cancelled, and the Revenue Bonds and related Bond Documents shall continue in effect solely to the extent they relate to and are necessary to (i) allow distributions pursuant to this Plan, (ii) permit the Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit the Bond Trustee to set one or more record dates and distributions dates with respect to the distribution of funds to beneficial owners of the Revenue Bonds, (iv) permit the Bond Trustee to appear in the Chapter 11 Cases and exercise the rights specified in this Plan, and (v) permit the Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).

10.9 ***Term of Stays.*** Except as otherwise provided in this Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.

10.10 ***No Discharge.*** Pursuant to Bankruptcy Code Section 1141(d)(3), the Confirmation Order will not discharge the Debtors of any debts.

10.11 ***Retention of Jurisdiction.*** Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Court will retain jurisdiction to the fullest extent permitted by law, including jurisdiction to enter any orders or to take any action specified in this Plan, and including:

(a) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter concerning the Debtors, the Estates, the Trusts, the Assets or the Trust Assets pending on or commenced after the Confirmation Date;

(b) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases;

(c) To enter orders with respect to distributions under this Plan;

(d) To consider Claims, including Administrative Claims, Fee Claims, Priority Tax Claims, Other Secured Claims, Priority Unsecured Claims, Unsecured Claims and Subordinated Claims or the allowance, classification, priority, compromise, estimation, or payment thereof;

(e) To enter, implement, or enforce such Orders as may be appropriate in the event

the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) To issue injunctions, enter other Orders, and take such other actions necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order or any other Order of this Court;

(g) To hear and determine any application to modify this Plan, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any Order of the Bankruptcy Court, including the Confirmation Order, in such a manner necessary to carry out the purposes and effects thereof;

(h) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(i) To take any action and issue such Orders as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release or injunction provisions set forth herein or in this Plan, or to maintain the integrity of this Plan following consummation;

(j) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(k) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code Sections 346, 505, and 1146;

(l) To construe and enforce prior orders of the Court in the Chapter 11 Cases;

(m) To recover all Assets and property of the Estates, wherever located; and

(n) To enter a final decree closing the Chapter 11 Cases.

10.12 ***Failure of the Court to Exercise Jurisdiction.*** If the Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Cases, including with respect to the matters set forth above in **Section 10.11**, this Plan shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 ***Exemption from Transfer Taxes.*** Pursuant to Bankruptcy Code Section 1146(a), the creation or amendment of any mortgage, deed of trust or other security interest, the making or assignment of any lease or the making or delivery of any deed or other instrument of transfer, under, in furtherance of or in connection with this Plan, and any sale of the Assets, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

11.2 ***Modification of Plan.*** The Plan Proponents may modify this Plan prior to the entry of the Confirmation Order ***provided*** this Plan, as modified, and the Disclosure Statement pertaining thereto meet applicable Bankruptcy Code requirements of Bankruptcy Code Section 1125. After the entry of the Confirmation Order, the Plan Proponents or, with the consent of the Post Effective Date Committee and Bond Trustee, the Liquidating Trustee, may modify this Plan to remedy any defect or omission or to reconcile any inconsistencies in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of this Plan, ***provided***: (i) the Plan Proponents or Liquidating Trustee, as applicable, obtain approval of the Bankruptcy Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment, or distributions of any Class under this Plan. For purposes of this **Section 11.2** consent of the Post Effective Date Committee and/or Bond Trustee shall be presumed from any party that does not respond within five (5) Business Days after written notice from the Liquidating Trustee.

11.3 ***Revocation of this Plan.*** The Plan Proponents reserve the right to revoke or withdraw this Plan, prior to the Confirmation Date, for any reason they may deem appropriate. If this Plan is revoked or withdrawn, then this Plan shall be null and void in all respects and nothing contained in this Plan shall constitute a waiver or release of any claims by or against, the Debtors, or prejudice in any manner the rights of the Plan Proponents.

11.4 ***Preservation and Application of Insurance.*** The terms of this Plan shall not diminish or impair in any manner the enforceability and coverage of any insurance policies (and any agreements, documents, or instruments relating thereto) that may cover Claims or any claims against directors, trustees or officers of the Debtors, or any other Person, other than as expressly as set forth herein. All of the Debtors' insurance policies, or third party policies naming the Debtors as an additional insured, and the proceeds thereof shall be available to satisfy Claims to the extent such insurance policies cover such Claims. In addition, such insurance policies and proceeds thereof shall be available to satisfy Claims estimated pursuant to Bankruptcy Code Section 502(c) or in accordance with this Plan. For the avoidance of doubt, confirmation of the Plan and the occurrence of the Effective Date shall not affect, reduce, discharge or diminish coverage, or provide a defense to any insurer, or trigger any exclusion under any policy, including, without limitation, any insured vs. insured exclusion.

11.5 ***Votes Solicited in Good Faith.*** Upon entry of the Confirmation Order, the Plan Proponents will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to Bankruptcy Code Section 1125(e) will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan.

11.6 ***Successors and Assigns, Binding Effect.*** The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person, including with respect to the Debtors, any chapter 7 or chapter 11 trustee. The provisions of this Plan shall bind all holders of Claims, whether or not they have accepted this Plan.

11.7 ***Computation of Time.*** In computing any period of time prescribed or allowed by

this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

11.8 **Notices.** All notices or requests in connection with this Plan shall be in writing and given by mail or overnight mail addressed to counsel to the Plan Proponents as set forth on the front page of this Plan and to the Liquidating Trustee as set forth in the Plan Supplement. All notices and requests to holders of Claims shall be sent to them at their last known address or to the last known address of their attorney of record in these Chapter 11 Cases, if any. Any Person may designate in writing any other address for purposes of this **Section 11.8**, which designation will be effective upon receipt by the Plan Proponents.

11.9 **Severability.** If, prior to confirmation, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power, on joint request of the Plan Proponents, to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, the Settlement Agreement is an integral part of this Plan and the Plan shall not be confirmed without approval of the Settlement Agreement.

11.10 **Validity and Enforceability.** The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.

11.11 **Plan Supplement.** Any exhibits, schedules or other Plan Documents not filed with this Plan may be contained in this Plan Supplement including the disclosure of the Liquidating Trustee and related documents as necessary to implement the terms of this Plan.

11.12 **Controlling Documents.** In the event and to the extent that any provision of this Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of this Plan shall control and take precedence. In the event and to the extent that any provision of this Plan (other than **Section 5.6**), Disclosure Statement or Confirmation Order is inconsistent with the Settlement Agreement, the Settlement Agreement shall control.

11.13 **Reservation of Rights.** Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the occurrence of the Effective Date.

11.14 **Substantial Consummation.** Upon the Effective Date, this Plan will be deemed substantially consummated for purposes of Bankruptcy Code Sections 1101 and 1127(b).

11.15 **Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically

stated in this Plan, the laws of the State of New York, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of this Plan and transactions consummated or to be consummated in connection therewith.

[signature pages follow]

January 30, 2018

**The Official Committee of Unsecured
Creditors**

By: /s/ John D. Elrod
Name: John D. Elrod
Title: One of its attorneys

January 30, 2018

U.S. Bank National Association, as Trustee

By: /s/ Ian A. Hammel
Name: Ian A. Hammel
Title: One of its attorneys

Exhibit 1

Definitions

The following terms used herein shall have the respective meanings defined below:

1.1 ***Administrative Claim*** means a Claim for payment of an expense or cost of a kind specified in Bankruptcy Code Section 503(b) and referenced in Bankruptcy Code Sections 507(a)(2), 507(b) or 1114(e)(2)(if any) including, the actual, necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors, including wages, taxes incurred by the Estates and Allowed as administrative expenses, and salaries, or commissions for services rendered after the commencement of these Chapter 11 Cases; ***provided, however***, the term does not include Fee Claims or U.S. Trustee Fees, which are treated separately in this Plan. For the avoidance of doubt, Administrative Claims include DIP Claims, which have been satisfied in full as of the date of this Plan and are Allowed Claims for purposes of this Plan.

1.2 ***Allocated*** means, with respect to any defined Assets assigned to the Asset Pool, that portion of those Assets within an Asset Pool Component described in this Plan.

1.3 ***Allowed*** means, with reference to any Claim and except as otherwise expressly set forth in this Plan, (i) a Claim (a) listed in the Schedules and not described on the Schedules as zero, disputed, unliquidated or contingent or (b) described in a timely Filed proof of claim and, in each case, as to which no objection or request for estimation has been Filed on or before any deadline therefor set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court or this Plan; or (ii) a Claim that is allowed (a) by a Final Order, (b) by an agreement between the holder of such Claim and the Liquidating Trustee or (c) pursuant to the terms of this Plan. An Allowed Claim (i) includes a disputed Claim to the extent such disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff or recoupment exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified in this Plan, in Bankruptcy Code Section 506(b) or by Final Order of the Bankruptcy Court, "Allowed" Claims shall not, for purposes of distribution under this Plan, include costs of collection or interest on such Claim accruing from and after the Petition Date.

1.4 ***Asset Pool*** means those Asset Pool Components described in **Exhibit 2**.

1.5 ***Asset Pool Component*** means those Assets described in **Exhibit 2**.

1.6 ***Assets*** means all assets and property of the Debtors of any nature whatsoever, including, all property of their respective Estates pursuant to Bankruptcy Code Section 541, Cash, Causes of Action, equipment, inventory, tax refunds, claims of right, interests and property, real and personal, tangible and intangible, and proceeds of any of the foregoing, including without limitation, proceeds of the sale of any Assets pending disbursement. Assets shall not include for purposes of this Plan any cash, cash equivalents, securities, investment property or other property held by the Bond Trustee as of the Petition Date. For purposes of distributions under this Plan "Assets" shall not include any Assets subject to restrictions that are inconsistent with the use of those Assets to satisfy Claims; the Liquidating Trustee shall dispose

of such Assets, if any, in accordance with applicable non-bankruptcy law.

1.7 **Avoidance Action Recoveries** means any funds received from the prosecution, settlement or other disposition of any Avoidance Actions.

1.8 **Avoidance Actions** means any claims or causes of action held by the Debtors or their Estates pursuant to 11 U.S. Sections 542, 544, 545, 547, 548, 550 or 553, provided, for the avoidance of doubt, Avoidance Actions shall not include any causes of action that constitute Jasper Claims or General Litigation Claims.

1.9 **Ballots, Beneficial Owner Ballots and Master Ballots** have the meanings specified in the Procedures Order.

1.10 **Bankruptcy Code** means chapter 11 of title 11 of the United States Code, as now in effect or hereafter applicable to these Chapter 11 Cases.

1.11 **Bankruptcy Court or Court** means the United States Bankruptcy Court for the Middle District of Georgia or any successor thereto that may be established by any act of Congress, or otherwise, and which has competent jurisdiction over the Chapter 11 Cases or this Plan.

1.12 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as amended, and the local rules of the Court, as applicable to these Chapter 11 Cases.

1.13 **Bond Claims** means the Claims held by the Bond Trustee as specified in the Settlement Agreement for the benefit of the owners of the Revenue Bonds evidenced by the Bond Documents, and all claims held by the Bond Trustee under the Final DIP Order for diminution (as defined in the Final DIP Order).

1.14 **Bond Documents** means all documents concerning or otherwise evidencing obligations or security associated with the Revenue Bonds.

1.15 **Bond Trustee** has the meaning specified in the opening paragraph of this Plan.

1.16 **Bondholders** means all former, present and future owners of record and of beneficial interests in the Revenue Bonds.

1.17 **Budget** has the meaning specified in the Final DIP Order. A copy of the Budget is attached as **Exhibit 3**.

1.18 **Business Day** means any day of the calendar week, except Saturday, Sunday, a "legal holiday," as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks are authorized or required by law to close in Macon, Georgia.

1.19 **Cash** means cash and cash equivalents including, checks and wire transfers.

1.20 **Cause of Action** means any cause of action or claim held by the Debtors, the Estates, the Trusts or any of them of any nature or type whatsoever, at law or in equity, against

any person or entity, including any Avoidance Action, General Litigation Claim and any Jasper Claim.

1.21 **Challenge Rights** means the terms of the Final DIP Order reserving the Committee's rights to investigate the Bond Trustee's claims and liens against the Debtors and their Estates, and to commence a contested matter or adversary proceeding to challenge the amount, validity, extent, enforceability, perfection, or priority of the Bond Claims or the Bond Trustee's liens in respect thereof, or otherwise assert any claims or causes of action that may exist for the benefit of the Debtors' Estates against the Bond Trustee and owners of the Revenue Bonds

1.22 **Challenge Rights Settlement** means the compromise and settlement on the terms of the Settlement Agreement.

1.23 **Chapter 11 Cases** means the above-captioned cases.

1.24 **Claim** means a claim, as defined by Bankruptcy Code Section 101(5), against the Debtors or their Assets, whether or not asserted.

1.25 **Class** means a class or category of Claims as classified and described in **Section 3** of this Plan.

1.26 **Committee** has the meaning specified in the opening paragraph of this Plan.

1.27 **Confirmation Date** means the date on which the clerk of the Court enters the Confirmation Order on the Court's docket.

1.28 **Confirmation Hearing** means the hearing on confirmation of this Plan pursuant to Bankruptcy Code Section 1129.

1.29 **Confirmation Order** means the order entered by the Court confirming this Plan in accordance with the Bankruptcy Code.

1.30 **Contributed Non-Estate Causes of Action** means the Non-Estate Causes of Action held by an Electing Creditor that are contributed to the Private Action Trust pursuant to a Private Action Trust Election.

1.31 **Cramdown** means the confirmation of this Plan pursuant to Bankruptcy Code Section 1129(b) notwithstanding any rejection by an impaired Class or Classes of holders of Claims or Interests of this Plan.

1.32 **Creditor** means a holder of a Claim.

1.33 **Debtors** means (i) Oconee Regional Health Systems, Inc., (ii) Oconee Regional Medical Center, Inc., (iii) Oconee Regional Health Services, Inc., (iv) Oconee Regional Emergency Medical Services, Inc., (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services), (vi) Oconee Internal Medicine, LLC, (vii) Oconee Orthopedics,

LLC, (viii) ORHV Sandersville Family Practice, LLC, and (ix) Oconee Regional Senior Living, Inc., debtors and debtors in possession, and includes the Estates, where appropriate.

1.34 **Deficiency Claim** means, as of any date a distribution is to be made to unsecured creditors pursuant to any order in the Chapter 11 Cases, the amount of the Bond Claims less the dollar amount of any funds that have then been distributed to the Bond Trustee pursuant to this Plan.

1.35 **DIP Claims** mean any Claim of the DIP Lender derived from or based upon the DIP Loan Agreement. The DIP Claims are Allowed for purposes of this Plan and were satisfied in full prior to the date of this Plan.

1.36 **DIP Facility** means any debtor-in-possession financing facility or facilities established pursuant to the DIP Loan Agreement.

1.37 **DIP Lender** means U.S. Bank National Association, its successors and assigns, each in its (or their) capacity lender under the DIP Loan Agreement.

1.38 **DIP Loan Agreement** means the credit agreements and related security agreements, mortgages and similar documents governing the DIP Facility by and between the Debtors and the DIP Lender.

1.39 **Disclosure Statement** means the Disclosure Statement with respect to this Plan, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.40 **Distribution Record Date** means the Confirmation Date, unless a different date is designated by the Confirmation Order or other order of the Bankruptcy Court.

1.41 **District Court** means the United States District Court for the Middle District of Georgia and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom, or any successor thereto.

1.42 **Effective Date** means two (2) days after the date on which each of the conditions to this Plan's Effective Date set forth herein has either been satisfied or waived in accordance with this Plan.

1.43 **Electing Creditor** means any Creditor holding an Allowed Claim who also elects to assign and contribute such holder's Non-Estate Causes of Action to the Private Action Trust pursuant to the terms of the Private Action Trust Agreement.

1.44 **Estates** means the estates of the Debtors created by the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 541.

1.45 **Excess Distribution Threshold** means the point at which cumulative distributions to the Bond Trustee on account of the Bond Claims from the Navicent Sale Proceeds, Assets and all other sources during the Chapter 11 Cases has reached \$7,325,000.

1.46 **Excess Distributions** means 12.5 percent of all Assets in excess of the Excess Distribution Threshold.

1.47 **Excess Fee Reserve** means the fund in the amount of \$500,000 established under **Section 5.6** of this Plan from Existing Debtor-Held Funds.

1.48 **Exculpated Claim** means any claim related to any act or omission in connection with, relating to or arising out of the Debtors' in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; **provided, however**, that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim.

1.49 **Exculpated Party** means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (iv) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (v) the Bond Trustee solely in its capacity as Bond Trustee, (vi) the DIP Lender solely in its capacity as DIP Lender, (vii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

1.50 **Existing Debtor-Held Funds** means any funds held by the Debtors as of December 1, 2017.

1.51 **Facility** means the acute care hospital facility located in Milledgeville, Georgia and affiliated with the Debtors as of the Petition Date.

1.52 **Fee Claim** means a Claim for compensation for legal or other professional services and related reimbursement of expenses under Bankruptcy Code Sections 328, 330(a), 331, and 503(b).

1.53 **File or Filed** means properly filed with the clerk of the Bankruptcy Court in the Chapter 11 Cases, as reflected on the official docket of the Bankruptcy Court for the Chapter 11 Cases.

1.54 **Final DIP Order** means that certain "*Final Order (I) Authorizing Debtor in Possession Financing and Use of Cash Collateral, (II) Authorizing and Directing Compliance with DIP Documents and Granting Liens and Adequate Protection, and (III) Modifying and Granting Relief from the Automatic Stay*" entered in the Chapter 11 Cases as Docket No. 184.

1.55 ***Final Order*** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a stay, new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for stay, new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument, or rehearing has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a stay, new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari, or move for a stay, new trial, reargument or rehearing shall have expired; ***provided, however***, that the possibility that a motion under Bankruptcy Code Section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.56 ***General Litigation Claims*** means any claims or causes of action against the Debtors' officers or directors, any claims against professionals retained by the Debtors' prepetition, commercial tort claims held by any Debtors or their Estates, and any other claims or causes of action held by the Debtors or their Estates that is not expressly released by this Plan ***provided***, for the avoidance of doubt, General Litigation Claims shall include any claims against Navicent in relation to the sale of the Debtors' assets but shall not include any causes of action that constitute Jasper Claims or Avoidance Actions.

1.57 ***General Litigation Recoveries*** means any funds received from the prosecution, settlement or other disposition of any General Litigation Claims.

1.58 ***Insurance Cell Recoveries*** means any funds received from the dissolution, wind-down or other disposition of the Oconee Regional Health Systems Segregated Portfolio.

1.59 ***Jasper Claim Recoveries*** means any funds received from the prosecution, settlement or other disposition of any Jasper Claims.

1.60 ***Jasper Claims*** means any claims or causes of action held by any Debtors or their Estates against Jasper Health Services, Inc., as well as its affiliates (other than Debtors), successors, assigns, directors, officers, and employees.

1.61 ***Impaired*** means, with respect to any Class, that such Class is "impaired" under this Plan within the meaning of Bankruptcy Code Section 1124.

1.62 ***Intercompany Claim*** means any Claim against a Debtor by any other Debtor, whether arising prior to or after the Petition Date. For the avoidance of doubt, Jasper Claims are not Intercompany Claims.

1.63 ***Interest*** means the interest of any holder of an equity security of any Debtor, within the meaning of Bankruptcy Code Section 101(16), (17), represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership or membership interest in any of the Debtors, or any membership interest in any of

the Debtors, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in a Debtor.

1.64 **Liquidation Trust** means the trust established on the Effective Date pursuant to this Plan to hold the Assets and twenty five percent (25%) of the Private Action Trust Beneficial Interests.

1.65 **Liquidation Trust Agreement** means the form of trust agreement set forth in the Plan Supplement to be executed on the Effective Date to establish the Liquidation Trust.

1.66 **Liquidation Trust Assets** means (i) the Assets; and (ii) twenty five percent (25%) of the Private Action Trust Beneficial Interests.

1.67 **Liquidation Trust Beneficial Interest** means a beneficial interest in the Liquidation Trust.

1.68 **Liquidation Trust Beneficiaries** means, individually or collectively, as the context requires, any holder or holders of a Liquidation Trust Beneficial Interest.

1.69 **Liquidating Trustee** means the Person so designated by the Plan Proponents and approved by the Court in the Confirmation Order for purposes of administering and consummating this Plan, including service as trustee for the Liquidation Trust and Private Action Trust, and any successor appointed pursuant to this Plan. The proposed initial Liquidating Trustee shall be identified in the Plan Supplement.

1.70 **Navicent Sale Proceeds** means the funds held by the Bond Trustee as of the date of this Agreement in the approximate amount of \$6,290,000, representing proceeds from the Debtors' sale of Assets in the Chapter 11 Cases to Navicent Health, together with all earnings thereon.

1.71 **Non-Estate Causes of Action** means those causes of action which are held by a holder of a Claim arising from any matter involving the Debtors against: (i) all current and former officers, directors, members, shareholders or employees of any of the Debtors; (ii) all Persons or Entities that conducted transactions with any of the Debtors, including, without limitation, investment bankers and lenders; and (iii) all Persons or Entities that provided professional services to any of the Debtors, including, without limitation, all attorneys, accountants, auditors, financial advisors.

1.72 **Person** means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit, government (or agency or political subdivision thereof), or other entity, including, the Debtors.

1.73 **Personal Injury Claim** has the meaning specified in Section 8.13 of this Plan.

1.74 **Personal Injury Claimholder** has the meaning specified in Section 8.13 of this

Plan.

1.75 **Petition Date** means, as applicable, May 10, 2017 and May 11, 2017.

1.76 **Plan** means this Plan of Liquidation, dated January 30, 2018, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.77 **Plan Documents** means this Plan, the Plan Supplement, the Disclosure Statement, the Trust Agreements, the Settlement Agreement and all exhibits and schedules attached thereto, either in their present form or as each may be amended, supplemented, or otherwise modified from time to time.

1.78 **Plan Proponents** has the meaning specified in the opening paragraph of this Plan.

1.79 **Plan Supplement** means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be filed not less than fifteen days prior to the date on which the Confirmation Hearing is commenced, including: the disclosure of the Liquidating Trustee, a notice address for the Liquidating Trustee, the proposed compensation for the Liquidating Trustee, the form of proposed Liquidation Trust Agreement, a form of proposed Confirmation Order and related documents as necessary or desirable to implement the terms of this Plan. The Plan Supplement may also include technical changes to this Plan as agreed by the Plan Proponents.

1.80 **Post Effective Date Committee** means the Committee as it shall function after the Effective Date as more fully described in **Section 5.14** of this Plan.

1.81 **Priority Tax Claim** means a Claim of a governmental unit of a kind entitled to priority under Bankruptcy Code Section 507(a)(8).

1.82 **Private Action Trust** means the trust established on the Effective Date pursuant to this Plan to hold Contributed Non-Estate Causes of Action.

1.83 **Private Action Trust Agreement** means the form of trust agreement set forth in the Plan Supplement to be executed on the Effective Date to establish the Private Action Trust.

1.84 **Private Action Trust Beneficial Interest** means a beneficial interest in the Private Action Trust.

1.85 **Private Action Trust Beneficiaries** means, individually or collectively, as the context requires, any holder or holders of a Private Action Trust Beneficial Interest.

1.86 **Private Action Trust Election** means the agreement of an Electing Creditor to contribute such Holder's Non-Estate Causes of Action to the Private Action Trust, which election shall be evidenced by the submission of an election form attached to the Disclosure Statement and shall be in return for Private Action Trust Beneficial Interest(s) allocated pursuant to, and in accordance with, the Plan and the Private Action Trust Agreement.

1.87 ***Procedures Order*** means the “*Order: (I) Conditionally Approving Disclosure Statement; (II) Scheduling Combined Plan Confirmation and Disclosure Statement Hearing; (III) Approving Solicitation and Tabulation Procedures and Materials; and (IV) Granting Related Relief*” filed in the Chapter 11 Cases as Docket No. 649.

1.88 ***Professionals*** means all professionals employed in these Chapter 11 Cases pursuant to Bankruptcy Code Sections 327 or 1103.

1.89 ***Revenue Bonds*** means the Series 1998 Bonds and Series 2016 Bonds.

1.90 ***Schedules*** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors as required by Bankruptcy Code Section 521 and Bankruptcy Rule 1007, as amended or supplemented through the Effective Date.

1.91 ***Secured Claim*** means a Claim of a Creditor that is secured by property of the Estates, to the extent such Claim has a non-avoidable security interest in the underlying collateral with priority over the Bond Claim in such collateral, and in each case solely to the extent of the value of the Creditor’s interest in the Estates’ interest in such property, as provided in Bankruptcy Code Section 506(a). Subject to the same conditions, Secured Claim also means a Claim of a creditor that is subject to setoff under Bankruptcy Code Section 553, to the extent of the amount subject to setoff, as provided in Bankruptcy Code Section 506(a). Secured Claims include, but are not limited to, obligations to capital equipment lessors to the extent they possess the attributes set forth in this **Section 1.91**.

1.92 ***Secured Tax Claim*** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code Section 507(a)(8) (determined irrespective of any time limitations therein), and including any related Secured Claim for penalties.

1.93 ***Series 1998 Bonds*** means those certain Baldwin County Hospital Authority Revenue Bonds, Series 1998, in the original principal amount of \$24,735,000.

1.94 ***Series 2016 Bonds*** means those certain Baldwin County Hospital Authority Revenue Bonds, Series 2016, in the original principal amount of \$7,250,000.

1.95 ***Settlement Agreement*** means the agreement between the Committee and Bond Trustee resolving the Challenge Rights in the form attached as **Exhibit 4**. The Settlement Agreement is expressly incorporated into the Plan as if fully set forth therein.

1.96 ***Subordinated Claim*** means a Claim subordinated to Unsecured Claims under Bankruptcy Code Section 510 or by the terms of an agreement enforceable under applicable law.

1.97 ***Trust Agreements*** means, collectively and individually if the context requires, the Liquidation Trust Agreement and Private Action Trust Agreement.

1.98 ***Trust Assets*** means, collectively and individually if the context requires, the Assets and/or the Contributed Non-Estate Causes of Action.

1.99 **Trusts** means collectively and individually if the context requires, the Liquidation Trust and Private Action Trust.

1.100 **Unimpaired** means, with respect to any Class, that such Class is not Impaired.

1.101 **Unsecured Claim** means a Claim that is (a) not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, (b) is not otherwise entitled to priority under Bankruptcy Code Sections 503 or 507, and (c) is not otherwise an Administrative Claim, Fee Claim, Priority Tax Claim, DIP Claim, claim for U.S. Trustee Fees, Secured Tax Claim, Bond Claim, Secured Claim, Unsecured Priority Claim, Subordinated Claim or Intercompany Claim. Unsecured Claims include, without limitation, Claims arising from the rejection of executory contracts and unexpired leases that are not otherwise Secured Claims, Deficiency Claims, and any Claim arising prior to the Petition Date asserted or which can be asserted against any of the Debtors on account of or related to such Debtor's purported liability resulting either from the provision of medical services, including personal injury or wrongful death claims, or any other personal injury or worker's compensation claim.

1.102 **Unsecured Priority Claim** means a Claim that is not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, but is entitled to priority under Bankruptcy Code Sections 507(a)(4) or 507(a)(5).

1.103 **U.S. Trustee Fees** means all fees and charges assessed against the Estates of the Debtors under 28 U.S.C. § 1930 of the United States Code.

1.104 **Wind Down** means the \$250,000 line item within the Budget so-identified.

Exhibit 2

Asset Pool

Asset Pool Component:	Asset Pool Component Description:	Asset Pool Component Amount:
1	First \$380,000 of Navicent Sale Proceeds	\$380,000.
2	The next \$162,500 of Navicent Sale Proceeds after Asset Pool Component 1 is funded	\$162,500.
3	Allocated Insurance Cell Recoveries	From Insurance Cell Recoveries, if any, an amount equal to the lesser of: (i) all Insurance Cell Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Insurance Cell Recoveries, including reasonable attorney fees, plus \$125,000.
4	Allocated Jasper Claim Recoveries	From Jasper Claim Recoveries, if any, an amount equal to the lesser of: (i) all Jasper Claim Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Jasper Claim Recoveries, including reasonable attorney fees, plus \$162,500.
5	Allocated Avoidance Action Recoveries	From Avoidance Action Recoveries, if any, an amount equal to the lesser of: (i) all Avoidance Action Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Avoidance Action Recoveries, including reasonable attorney fees, plus \$100,000, plus 25% of all other Avoidance Action Recoveries.
6	Allocated General Litigation Recoveries	From General Litigation Recoveries, if any, the amount of all General Litigation Recoveries.
7	Excess Distributions	From Excess Distributions, if any, the amount of all Excess Distributions.
8	Existing Debtor-Held Funds	From Existing Debtor-Held Funds, if any, an amount equal to the lesser of: (i) all Existing Debtor-Held Funds, or (ii) the amount of Existing Debtor-Held Funds necessary to pay valid expenses of the Debtors' estates consistent with the Budget.

Exhibit 3

Budget

Exhibit 4

Settlement Agreement

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

-----X	
In re:	: Chapter 11
OCONEE REGIONAL HEALTH SYSTEMS,	: Case No. 17-51005-AEC
INC., <i>et al.</i> , ¹	: (Jointly Administered)
Debtors.	:
-----X	

JOINT PLAN OF LIQUIDATION

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*Counsel to the Official Committee of
Unsecured Creditors*

*Counsel to U.S. Bank National Association,
as bond trustee and master trustee*

Dated: January 30, 2018

¹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services)(8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

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The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee for the Revenue Bonds described more fully below (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) propose the following joint plan of reorganization for the resolution of outstanding Claims against the Debtors pursuant to chapter 11 of title 11 of the United States Code. The Committee and Bond Trustee are the proponents of this Plan within the meaning of Bankruptcy Code Section 1129.

All holders of Claims against the Debtors are encouraged to read this Plan, the Disclosure Statement and other Plan Documents in their entirety as soon as possible. The Plan Documents, once Filed, shall be available for review in the office of the clerk of the Bankruptcy Court. Holders of Claims may also obtain a copy of the Plan Documents by contacting counsel for the Plan Proponents by a written request sent to the above address. Each of the Plan Documents is an integral part of this Plan and is hereby incorporated by reference and made a part of this Plan.

SECTION 1. DEFINITIONS AND INTERPRETATION

A. Definitions.

Capitalized terms used in this Plan and not otherwise defined in this Plan or in the Bankruptcy Code have the meanings specified in the attached **Exhibit 1**.

B. Rules of Construction.

Unless otherwise specified, all Section or Exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. The rules of construction contained in Bankruptcy Code Section 102 shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, (i) any reference in this Plan to an existing document, Exhibit or Schedule means such document, Exhibit or Schedule as it may have been amended, restated, revised, supplemented or otherwise modified, and (ii) any reference in this Plan to a document being in a particular form or on particular terms means that such document will be substantially in such form or on such terms. If a time or date is specified for any payments or other distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral.

SECTION 2. TREATMENT OF ADMINISTRATIVE CLAIMS, FEE CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

2.1 ***Administrative Claims.*** In accordance with Bankruptcy Code Section 1123(a)(1), Administrative Claims have not been classified and are treated as described in this **Section 2**. Except as otherwise provided in this Plan, each Person holding an Allowed Administrative Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Claim as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Person becomes

the holder of such an Allowed Administrative Claim; or (c) the date or dates when that Claim is payable by its terms, consistent with past practice. Allowed Administrative Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; (ii) Asset Pool Components available under the Settlement Agreement for payment of Allowed Claims of a type described in Bankruptcy Code Section 503(b)(9) to the extent Allowed and entitled to such treatment under Bankruptcy Code Section 503(b)(9); and (iii) other Asset Pool Components available for payment of Administrative Claims under the Settlement Agreement to the extent accrued on or after October 1, 2017.

2.2 Fee Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Fee Claims have not been classified and are treated as described in this **Section 2**. Except as otherwise provided in this Plan, each Person holding an Allowed Fee Claim shall receive Cash equal to the unpaid portion of such Allowed Fee Claim, as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Fee Claim. Allowed Fees Claims shall be paid from: (i) Existing Debtor-Held Funds to the extent consistent with the Budget; (ii) the Wind-Down; (iii) the Excess Fee Reserve to the extent a Fee Claim is Allowed but payment thereof is not consistent with the Budget and cannot otherwise be satisfied from the Wind-Down; or (iv) as otherwise expressly provided in this Plan or the Settlement Agreement.

2.3 Priority Tax Claims. In accordance with Bankruptcy Code Section 1123(a)(1), Priority Tax Claims have not been classified and are treated as described in this **Section 2**. Each Person holding an Allowed Priority Tax Claim shall receive, as determined by the Liquidating Trustee in his sole discretion: (a) payment in Cash in full on the later of the Effective Date or the date such Claim becomes an Allowed Claim; or (b) Cash over a period not exceeding five (5) years after date of assessment of such Claim, with interest at a rate consistent with Bankruptcy Code Section 511, in periodic payments, having the value of such Claim as of the Effective Date. No Claim for or demand for any penalty relating to any Priority Tax Claim other than a penalty of the type specified in Bankruptcy Code Section 507(a)(8)(G) shall be Allowed and the holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Estates or any of the Assets. Allowed Priority Tax Claims shall be paid from Asset Pool Components available for payment of Priority Tax Claims under the Settlement Agreement.

2.4 U.S. Trustee Fees. U.S. Trustee Fees include fees and charges assessed against the Debtors under Chapter 1930 of title 28, United States Code. All U.S. Trustee Fees will be paid in full by the Debtors or Liquidating Trustee, as the case may be, as they become due and shall continue to be paid until the earlier of the time (i) a final decree is entered closing the Chapter 11 Cases, a Final Order converting the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or a Final Order dismissing the Chapter 11 Cases is entered; and (ii) the Liquidating Trustee has met all of the U.S. Trustee's Operating Guidelines and Reporting Requirements for debtors in possession and trustees (unless the Bankruptcy Court orders otherwise). U.S. Trustee Fees shall be paid from: (i) Existing Debtor-Held Funds to the extent accrued prior to October 1, 2017; and (ii) other Asset Pool Components available for payment of U.S. Trustee Fees under the Settlement Agreement to the extent accrued on or after October 1, 2017.

SECTION 3. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 *Classification and Specification of Treatment of Claims.* All Claims, except those described in Section 2, are placed in the Classes of Claims described in this Section 3, pursuant to Bankruptcy Code Section 1123(a)(1). This Section 3 also specifies the treatment of such Classes of Claims and their impaired or unimpaired status, pursuant to Bankruptcy Code Sections 1123(a)(2) and 1123(a)(3). A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of the Class and is classified in a different Class to the extent that the Claim qualifies within the description of that different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released, withdrawn, waived, or otherwise satisfied under this Plan. Unless this Plan expressly provides otherwise, when a Class includes a subclass, each subclass is a separate Class for all purposes under the Bankruptcy Code, including voting and distribution.

This Plan will not provide any distributions on account of a Claim to the extent that such Claim has been disallowed, released, withdrawn, waived, or otherwise satisfied or paid as of the Effective Date, including, payments by third parties. Except as specifically provided in this Plan, this Plan will not provide any distributions on account of a Claim, the payment of which has been assumed by a third party. Except as otherwise specifically provided in this Plan or by further order of the Court, all treatment, allowances, or payments of Claims which have been specified or otherwise fixed or required by order of the Court shall not be impaired by this Plan and the rights of the holders of such Claims as provided in such orders shall not be altered by this Plan. For the avoidance of doubt, any holder of a Claim or Interest may agree to less favorable treatment of such Claim or Interest than is set forth in this Plan.

3.2 *Classes of Claims.*

3.2.1 Class 1 – Bond Claims. This Class consists of the Bond Claims, which shall be Allowed on the Effective Date as specified in the Settlement Agreement and not subject to reduction, disallowance, avoidance, setoff, recoupment or subordination. Except as otherwise expressly provided in this Plan, on and after the Effective Date, the Bond Trustee shall receive distributions at the times and in the manner specified in the Settlement Agreement for application pursuant to the Bond Documents.

3.2.2 Class 2 – Other Secured Claims. This Class consists of all Allowed Secured Claims other than Bond Claims. Each Allowed Claim in this Class shall be in a separate subclass. Each holder of an Allowed Claim in this Class shall receive, at the election of the Liquidating Trustee: (a) the net proceeds, if any, of the sale or other disposition of the Assets in which such other Secured Claim has a lien, after payment in full of the Bond Claims on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Claim becomes Allowed; or (b) if still in the Debtors' possession or control, the return of the property subject to the senior, perfected, non-avoidable, and indefeasible lien or security interest securing such holder's Allowed Secured Claim. Any Cash payments on account of Allowed Class 2 Claims shall be paid from the Asset Pool in a manner consistent with the Settlement Agreement. Any Claim that would be a Class 2 Claim but for the lack of collateral or otherwise resulting from the aforesaid treatment shall be treated as a Class 4 Claim.

3.2.3 Class 3 – Unsecured Priority Claims. This Class consists of all Allowed Unsecured Priority Claims. Each holder of an Allowed Unsecured Priority Claim shall receive Cash equal to the unpaid portion of such Allowed Unsecured Priority Claim as soon as practicable after the later of: (a) the Effective Date; or (b) the date on which such Person becomes the holder of such an Allowed Unsecured Priority Claim. Payments on account of Allowed Class 3 Claims shall be paid from the Asset Pool available for payment of Unsecured Priority Claims under the Settlement Agreement.

3.2.4 Class 4 – General Unsecured Claims. This Class consists of all Allowed Unsecured Claims. Except as otherwise provided in the Settlement Agreement with respect to any Deficiency Claim, each holder of an Allowed Unsecured Claim shall be entitled to receive such holder's *pro rata* share of Cash available from the liquidation or disposition of the Asset Pool after payment of or reserve for Allowed Claims described in **Sections 2, 3.2.2 and 3.2.3** of this Plan in a manner consistent with the Settlement Agreement on the later of: (a) the date or dates determined by the Liquidating Trustee, to the extent there is Cash available for distribution in the judgment of the Liquidating Trustee, having due regard for the anticipated and actual expenses, and the likelihood and timing, of the process of liquidating or disposing of the Assets; and (b) the date on which such Claim becomes Allowed.

3.2.5 Class 5 – Subordinated Claims. This Class consists of all Allowed Subordinated Claims. Each holder of an Allowed Subordinated Claim shall receive no distribution on account of such Claim.

3.2.6 Class 6 – Interests. Each holder of an Interest will not receive any distribution on account of such Interest. Each holder of an Interest shall not receive or retain an Interest or other property or interests of the Debtors on account of such Interest.

SECTION 4. ACCEPTANCE OR REJECTION OF THE PLAN

4.1 ***Impaired Classes Vote.*** In accordance with Bankruptcy Code Section 1126(c) and except as provided in Bankruptcy Code Section 1126(e), an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the holders of at least two-thirds ($\frac{2}{3}$) in dollar amount and more than one-half ($\frac{1}{2}$) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

4.2 ***Presumed Acceptance of this Plan.*** Classes 2 and 3 are Unimpaired under this Plan and are, therefore, conclusively presumed to have accepted this Plan pursuant to Bankruptcy Code Section 1126(f).

4.3 ***Presumed Rejection of this Plan.*** Classes 5 and 6 are not entitled to receive or retain any property under this Plan and are, therefore, conclusively presumed to have rejected this Plan pursuant to Bankruptcy Code Section 1126(g).

4.4 ***Voting Classes.*** Classes 1 and 4 are Impaired, and the holders of Claims in those Classes are entitled to vote on this Plan.

4.5 ***Nonconsensual Confirmation.*** The Plan Proponents request entry of a Confirmation Order under Bankruptcy Code Section 1129(a). With respect to any Impaired Class, including any Class of Claims or Interests created pursuant to amendments or modifications to this Plan, that does not accept this Plan, the Plan Proponents request that the Bankruptcy Court confirm this Plan by Cramdown with respect to any such non-accepting Class or Classes at the Confirmation Hearing, and the filing of this Plan shall constitute a motion for such relief.

SECTION 5. MEANS FOR IMPLEMENTATION OF PLAN

5.1 ***The Challenge Rights Settlement.*** The Challenge Rights Settlement and the Settlement Agreement are integral parts of this Plan and are hereby incorporated by reference as if fully set forth herein. The Plan shall constitute a motion to approve the Challenge Rights Settlement and the Settlement Agreement. Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of the Challenge Rights Settlement and Settlement Agreement pursuant to Bankruptcy Rule 9019 and a finding by the Bankruptcy Court that the Challenge Rights Settlement and Settlement Agreement is in the best interest of the Debtors and their Estates and in the best interests of the owners of the Revenue Bonds.

5.2 ***Funding for this Plan.*** This Plan will be primarily funded by a combination of the Assets that are Cash and proceeds from the sale or other disposition of the non-cash Assets in a manner consistent with the Challenge Rights Settlement. Certain funding may also be provided from other Trust Assets and as specified in and **Section 5.6** of this Plan.

5.3 ***Formation of Trusts.*** On the Effective Date, (i) the Trusts, on the terms of the Trust Agreements, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreements, (iii) the Trust Agreements shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trusts, (v) the Assets shall be transferred to the Liquidation Trust, and (vi) the Contributed Non-Estate Causes of Action shall be contributed to the Private Action Trust. The Trust Agreements shall contain provisions customary in comparable circumstances. The Trusts shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trusts as liquidating trusts for all federal income tax purposes. Neither the Liquidation Trust nor the Private Action Trust shall be deemed to be the same legal entity as any of the Debtors.

There shall be a total of one million (1,000,000) units of Liquidation Trust Beneficial Interests allocated to all holders of Allowed Claims, in a manner that permits them to receive the treatment specified by the Plan. There shall be a total of one million (1,000,000) units of Private Action Trust Beneficial Interests. The Liquidation Trust shall receive 25% or 250,000 units of Private Action Trust Beneficial Interests and the remaining Private Action Trust Beneficial Interests will be allocated to Electing Creditors, in return for their Contributed Non-Estate Causes of Action, ratably based upon the amount of the Allowed Claims held by each Electing Creditor in relation to the aggregate total of the Allowed Claims of all Electing

Creditors. Beneficial interests in the Trusts shall be non-transferrable except by will or under the laws of descent and distribution.

If there is a recovery on account of a Cause of Action that is asserted by both the Liquidation Trust and the Private Action Trust, and the recovery is not allocated by a Final Order, the recovery shall be allocated 2/3 to the Liquidation Trust and 1/3 to the Private Action Trust.

Each Trust shall terminate after its liquidation, administration and distribution of applicable Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreements, ***provided*** each Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of one or both of the Trusts.

5.4 *Appointment of Liquidating Trustee; Deemed Resignation of Directors and Officers.* The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Plan Proponents shall identify the Liquidating Trustee and his compensation terms as part of the Plan Supplement. The Liquidating Trustee shall be a third-party non-affiliate of the Debtors with experience liquidating healthcare chapter 11 cases. The Liquidating Trustee shall be deemed the Estates' representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in this Plan and the Trust Agreements, including the powers of a trustee under Bankruptcy Code Sections 108, 704, and 1106 and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling Causes of Action, enforcing contracts, and asserting claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Trusts as "liquidating trusts" for federal income tax purposes within the meaning of Treasury Regulation 301. 7701-4(d). As set forth more fully in this Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of this Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors' Boards of Directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind down of the Debtors shall become the general responsibility of the Liquidating Trustee.

5.5 *Vesting of Assets.* As of the Effective Date, and except as otherwise provided in this Plan, pursuant to the provisions of Bankruptcy Code Section 1141(b) and (c), all Assets shall vest in the Liquidation Trust free and clear of all Claims, liens, encumbrances, charges, membership interests and other interests, subject to the terms and conditions of this Plan, the Settlement Agreement and the Confirmation Order, including the powers to the Liquidating Trustee. Pursuant to Bankruptcy Code Section 1123(a)(5) and subject to the terms of this Plan, the Liquidating Trustee shall sell or otherwise dispose of, and liquidate, or otherwise convert, to Cash, any non-Cash Assets.

5.6 *Technical Amendments to the Settlement Agreement.* As of the Effective Date, notwithstanding any other provision of this Plan or the Settlement Agreement the Excess Fee Reserve shall be established. As of the Effective Date, notwithstanding any other provision of

this Plan or the Settlement Agreement, the Budget, as it relates to Fee Claims of the Committee's professionals, shall be deemed amended to include the following: (i) the aggregate amount of \$220,000, plus (ii) the amount of reasonable fees and expenses of the Committee's professionals incurred between December 1, 2017 and the Effective Date as Allowed by Final Order. The amounts set forth in this **Section 5.6** shall be funded from Existing Debtor-Held Funds. **The Settlement Agreement shall be deemed further amended to clarify that the Committee's professionals intend to file fee applications with respect to Fee Claims.**

5.7 Corporate Action. All matters provided under this Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors, shall be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement or further action by directors or officers of the Debtors.

5.8 Continuing Existence. From and after the Effective Date, the Debtors shall continue in existence for the purposes of (i) winding up their affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to Cash, or other methods, all remaining Assets, as expeditiously as reasonably possible, (iii) enforcing and prosecuting claims, interests, rights and privileges of the Estates, including, the prosecution of Causes of Action, (iv) resolving disputed Claims, (v) administering this Plan, (vi) filing all final cost reports reflecting the Debtors' former operation of the Facility and (vii) filing appropriate tax returns. Following the Effective Date, the Debtors shall not engage in any business activities or take any actions, except those necessary to consummate this Plan and wind up the affairs of the Debtors.

5.9 Substantive Consolidation of Debtors for Plan Purposes. The Plan shall constitute a motion, pursuant to Bankruptcy Code Section 105(a), to substantively consolidate the Debtors for Plan purposes. Subject to the occurrence of the Effective Date and effective on the Effective Date, the Debtors shall be substantively consolidated for all of those purposes and actions associated with confirmation and consummation of this Plan. On and after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Estate solely for purposes of this Plan, (b) for all purposes associated with this Plan, the Estates of each of the Debtors shall be deemed to be one consolidated Estate, (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the merged Estate and (d) the Debtors shall be treated as though they were merged into a single Estate for the purposes of calculating U.S. Trustee Fees. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under this Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims and only a single Claim against the merged Estates shall be deemed to survive for purposes of this Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in this **Section 5.9** shall not prejudice or impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions, General Litigation Claims or Jasper Claims.

5.10 ***Causes of Action.*** Except as otherwise set forth in this Plan, all Causes of Action of the Debtors including Avoidance Actions, General Litigation Claims and Jasper Claims, shall survive confirmation of this Plan and the commencement and prosecution of such Causes of Action by the Liquidating Trustee or otherwise shall not be barred or limited by *res judicata* or any estoppel, whether judicial, equitable or otherwise. The Liquidating Trustee shall have the authority and standing to commence and prosecute Causes of Action of the Debtors and Estates for the benefit of Creditors. Nothing in this Plan shall be deemed a “voluntary assignment” of any Cause of Action by the Debtors.

5.11 ***Agreements, Instruments, and Documents.*** All organizational agreements, charter documents, instruments, and documents required under this Plan to be executed or implemented, together with such others as may be necessary, useful or appropriate in order to effectuate this Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. Such documentation shall include any charter document revisions needed to comply with Bankruptcy Code Section 1129(a)(6).

5.12 ***Bar Date for Fee Claims.*** Each Person retained or requesting compensation in these Chapter 11 Cases, pursuant to Bankruptcy Code Sections 330, 331, and 503(b), must file with the Court an application for allowance of any Fee Claims no later than thirty (30) days after the Effective Date. All Fee Claims for which an application is not timely filed shall be forever barred. Objections to each such application may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Fee Claims.

5.13 ***Bar Date for Other Administrative Claims.*** Except to the extent this Plan or the Court has fixed or does fix a different date, all requests for payment of Administrative Claims must be filed no later than thirty (30) days after the Effective Date. All Administrative Claims for which a request for payment is not timely filed shall be forever barred. Objections to each such claims may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Administrative Claims.

5.14 ***Post Effective Date Committee.*** On the Effective Date, the Committee shall continue as the Post Effective Date Committee until all distributions on account of all Allowed Unsecured Claims have been completed, at which time the Post Effective Date Committee shall be dissolved. The Post Effective Date Committee shall be comprised of the members of the Committee, unless any particular member thereof opts not to be a member thereof. If a member of the Post Effective Date Committee resigns or is removed, a replacement who holds an Unsecured Claim against the Debtors may be appointed by the remaining members. The Post Effective Date Committee’s role shall be to consult with the Liquidating Trustee and to perform the functions set forth for the Post Effective Date Committee in this Plan. The members of the Post Effective Date Committee shall serve without compensation.

5.15 ***Closing of the Debtors’ Chapter 11 Cases.*** When all disputed Claims filed against the Debtors have become Allowed Claims or have been disallowed, and all Assets have been liquidated and converted into Cash (or abandoned), and such Cash has been distributed in accordance with this Plan, or at such earlier time as the Liquidating Trustee deems appropriate,

the Liquidating Trustee shall request that the Court to enter a final decree and otherwise close the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

5.16 ***Corporate Dissolution.*** Upon the distribution of all Assets pursuant to this Plan and the filing by the Liquidating Trustee of a certification to that effect with the Court (which may be included in the application for the entry of the final decree), the Debtors shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith, ***provided, however,*** that the Liquidating Trustee may take appropriate action to dissolve the Debtors under applicable law. From and after the Effective Date, the Debtors shall not be required to file any document, or take any action, to withdraw their business operations from any states where the Debtors previously conducted business.

5.17 ***Effective Date Events.*** On the Effective Date, the following actions shall take place: (a) all payments to be made on the Effective Date and all other actions to be taken on or before the Effective Date pursuant to this Plan by the Debtors shall be made or taken or duly provided for; (b) any documents, including orders or agreements, necessary to implement this Plan as of the Effective Date must be executed; and (c) all other events and actions specified in this Plan to occur on the Effective Date shall be deemed to have accrued. Within seven (7) days of the occurrence of the Effective Date, the Liquidating Trustee shall file a notice of occurrence of the Effective Date with the Bankruptcy Court.

SECTION 6. PROVISIONS REGARDING LIQUIDATING TRUSTEE

6.1 ***General Powers and Duties of the Liquidating Trustee.*** The Liquidating Trustee will act for the Creditors in a fiduciary capacity as applicable to a board of directors and shall be responsible for the liquidation of the remaining Assets, administration of this Plan and wind-down of the Debtors and their Estates post-Effective Date, subject to the provisions of this Plan and the Settlement Agreement. Except to the extent conditioned by this Plan, the powers and duties of the Liquidating Trustee shall include:

- (a) to invest Cash in accordance with Bankruptcy Code Section 345, and withdraw and make distributions of Cash to holders of Allowed Claims;
- (b) to receive, manage, invest, supervise, protect, liquidate or otherwise dispose of the Assets;
- (c) to propose a wind-down budget, and update the same from time to time;
- (d) to engage attorneys, consultants, agents, employees and all professional persons to assist the Liquidating Trustee with respect to the Liquidating Trustee's responsibilities;
- (e) to pay all expenses in connection with administering this Plan and winding down the affairs of the Debtors in each case from the Asset Pool, subject to the terms of this Plan without further notice, hearing or approval of the Court.

- (f) to execute and deliver all documents, and take all actions, necessary to consummate this Plan and wind-down the Debtors' business, including, to effectuate the dissolution of the Debtors;
- (g) to coordinate the storage and maintenance of the Debtors' books and records;
- (h) to oversee compliance with the Debtors' accounting, finance and reporting obligations;
- (i) to oversee the filing of final tax returns, audits and other corporate dissolution documents if required;
- (j) to communicate regularly with and respond to inquiries from the Post Effective Date Committee and Bond Trustee;
- (k) subject to **Sections 6.2** and **8.15** of this Plan, to object to Claims, compromise and settle Claims;
- (l) to act on behalf of the Debtors and the Estates in all litigation, adversary proceedings and contested matters (including, any Causes of Action), then pending or that can be commenced in the Court and in all actions and proceedings pending or commenced elsewhere, and to settle, retain, enforce, dispute or adjust any actions involving the Assets or Trust Assets that could arise or be asserted at any time under the Bankruptcy Code or otherwise, unless otherwise waived or relinquished in this Plan;
- (m) to implement and enforce all provisions of this Plan and the Settlement Agreement; and
- (n) to use such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to this Plan or Court order or as may be necessary and proper to carry out the provisions of this Plan.

6.2 Consultation and Consent Rights. The Post Effective Date Committee and Bond Trustee shall have consultation and consent rights over (i) the wind-down budget and any modification thereof; (ii) the time, method and conduct by the Liquidating Trustee of any action to pursue the following claims or any settlement thereof: the Jasper Claims, General Litigation Claims and any Avoidance Actions where the amount in controversy exceeds \$50,000; and (iii) the professionals retained by the Liquidating Trustee (for the avoidance of doubt, existing Committee professionals, including Greenberg Traurig, LLP, are acceptable for this purpose).

Except as otherwise provided in this Plan, the Liquidating Trustee may seek consent for any matter described in this **Section 6.2** by written notice to the Post Effective Date Committee and Bond Trustee. Consent shall be presumed from any party that does not respond within five (5) Business Days.

In the event the Liquidating Trustee, the Post Effective Date Committee and Bond Trustee are unable to reach a consensus respecting any matters which require consent of the Post

Effective Date Committee and Bond Trustee, the Liquidating Trustee, Post Effective Date Committee or Bond Trustee may bring such matter to the Court for resolution and the Liquidating Trustee shall be authorized to act in accordance with any ruling of the Court.

6.3 Compensation of Liquidating Trustee and its Professionals. The Liquidating Trustee and Persons employed by the Liquidating Trustee shall be compensated and reimbursed for their reasonable and necessary fees and out-of-pocket expenses on a regular basis from the Asset Pool. The Liquidating Trustee and Persons employed by the Liquidating Trustee shall periodically submit invoices to the Post Effective Date Committee and Bond Trustee. For any invoice in an amount less than \$5,000, the Liquidating Trustee may thereafter pay amounts reflected in any invoice as approved by the Liquidating Trustee without Court or other approval. For any invoice in the amount of \$5,000 or more, the Liquidating Trustee shall defer payment on the invoice for ten (10) Business Days after service and if no objection is provided to the Liquidating Trustee within that time, the Liquidating Trustee may pay such invoice as approved by the Liquidating Trustee without Court approval, *provided* if a timely objection is received the Liquidating Trustee may pay the undisputed portion, may pay the disputed portion of such invoice upon resolution, and any unresolved dispute shall be resolved by the Court.

6.4 No Agency Relationship. The Liquidating Trustee shall not be deemed to be the agent of any of the holders of Claims in connection with the funds held or distributed pursuant to this Plan. The Liquidating Trustee shall not be liable for any mistake of fact or law or error in judgment or any act or omission of any kind unless it constitutes gross negligence or willful misconduct or breach of fiduciary duty on the part of the Liquidating Trustee. The Liquidating Trustee shall be indemnified and held harmless, including the cost of defending such claims and attorneys' fees in seeking indemnification, by the Estates against any and all claims arising out of his duties under this Plan, except to the extent his actions constituted gross negligence or willful misconduct or breach of fiduciary duty. The Liquidating Trustee may conclusively rely, and shall be fully protected personally in acting upon any statement, instrument, opinion, report, notice, request, consent, order, or other instrument or document which he believes to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may rely upon information previously generated by the Debtors and provided to him by former employees of the Debtors.

6.5 Reporting. Until a final decree closing the Chapter 11 Cases is entered, the Liquidating Trustee shall comply with any reporting requirements established pursuant to the guidelines of the U.S. Trustee or applicable law. The Liquidating Trustee shall also provide the Post Effective Date Committee and Bond Trustee quarterly reports regarding the wind-down of the estate which shall include, without limitation, a balance sheet, statement of income and expenses, and update regarding liquidation and wind-down of the Assets. The Liquidating Trustee shall be available on reasonable notice for telephone consultation with the Post Effective Date Committee and Bond Trustee and shall provide such other reports and information as the Post Effective Date Committee and Bond Trustee may reasonably request from time to time.

6.6 Resignation, Death or Removal of Liquidating Trustee. The Liquidating Trustee may resign at any time upon not less than thirty (30) days' written notice to the Post Effective Date Committee and Bond Trustee. The Liquidating Trustee may be removed at any time by the

Post Effective Date Committee and Bond Trustee for cause upon proper application to, and Final Order of, the Court. In the event of the resignation, removal, death or incapacity of the Liquidating Trustee or any other vacancy in the position of Liquidating Trustee, the Post Effective Date Committee and Bond Trustee may jointly select a successor Liquidating Trustee. In the event the Liquidating Trustee, the Post Effective Date Committee and Bond Trustee are unable to reach a consensus regarding a successor Liquidating Trustee, the Liquidating Trustee, Post Effective Date Committee or Bond Trustee may bring such matter to the Court for resolution. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors.

SECTION 7. EXECUTORY CONTRACTS

7.1 *Rejection of Contracts.* Except as otherwise set forth in this Plan or in the Plan Supplement, each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Any Claim for damages arising from rejection of any executory contract or unexpired lease under this Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from receiving any distribution under this Plan or asserting any Claims against the Debtors, the Estates or the Liquidating Trustee.

7.2 *Insurance Contracts.* To the extent any insurance policies issued to any Debtor, or insurance agreements to which any Debtor is a party entered into prior to the Petition Date constitute executory contracts, then, notwithstanding anything contained in this Plan, this Plan will constitute a motion to assume such insurance policies and agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption, pursuant to § 365(a) of the Bankruptcy Code. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtors existing as of the Effective Date with respect to each such insurance policy or agreement.

7.3 *Compensation and Benefit Programs.* To the extent not previously terminated, all employment and severance agreements and policies and all employee compensation and benefit plans, policies and programs of the Debtors applicable generally to its employees and officers in effect on the Effective Date shall be terminated as of the Effective Date.

7.4 *Reservation of Rights as to Executory Contracts.* Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Plan Proponents or Debtors that any contract or lease is in fact an executory contract or unexpired lease or that the Debtors have liability thereunder. If there is a dispute whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Liquidating Trustee shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

SECTION 8. DISTRIBUTION PROVISIONS

8.1 No Distributions on Account of Claims That Have Not Become Allowed

Claims. Notwithstanding any other provision of this Plan, no payment or distribution shall be made with respect to any Claim that has not become an Allowed Claim.

8.2 Reserves for Claims That Have Not Been Allowed. Distributions on account of Claims that have not become Allowed Claims shall be governed by the following provisions:

(a) The Liquidating Trustee shall not be required to withhold funds or consideration, designate reserves, or make other provisions for the payment of any Claims that have been waived, withdrawn, or disallowed by a Final Order of the Court.

(b) With respect to Claims that have not become Allowed Claims and that are not governed by subparagraph (a) above, the Liquidating Trustee shall reserve sufficient funds to allow for a distribution in accordance with the terms of this Plan, on account of the distribution attributable to such holders' Claims or as otherwise provided pursuant to any order of the Court with respect to the amount, if any, to be reserved. At the request of the Liquidating Trustee or any holder of a Claim, the Court may, after notice and a hearing, fix the amount of any Claim for purposes of establishing reserves. In the absence of an Order establishing a specific reserve amount, the Liquidating Trustee, may in his sole discretion comply with this **Section 8.2** by reserving \$100 for each Claim not stating an amount. Further, with respect to Claims covered by insurance, the Liquidating Trustee may establish reserves based solely on any deductible, self-insured retention amount, or that part of a Claim not otherwise covered by insurance. Cash withheld pursuant to this subparagraph will be held in a segregated, interest-bearing fund or funds. Such Cash will be released when and if Claims are Allowed and disallowed and shall be applied in accordance with this Plan.

8.3 Distribution of Plan Consideration. The Trusts shall make distributions to holders of beneficial interests in accordance with this Plan. The Liquidating Trustee shall disburse all consideration to be distributed under this Plan and shall act as a disbursing agent. For the avoidance of doubt, all distributions under this Plan relating to the Revenue Bonds shall be made to the Bond Trustee.

8.4 Unclaimed Cash. If any Person entitled to Cash under this Plan cannot be located on the date a distribution is to be made, such Cash will be set aside and held in a segregated fund to be maintained by the Liquidating Trustee. If such Person is located within ninety (90) days of the date of distribution, such Cash will be paid to such Person. If such Person cannot be located within ninety (90) days of the date of distribution, any such Cash and accrued interest thereon shall be released to the Liquidating Trustee and distributed in accordance with this Plan and such Person shall not be entitled to any amounts in connection with such distribution or any subsequent distribution and the Claims of such person to which such Cash relates shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trusts, or the Liquidating Trustee. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate such Person. It is the obligation of each Person claiming rights under this Plan to keep the Liquidating Trustee advised of their current address by sending written notice of any changes to the Liquidating Trustee.

8.5 ***Unnegotiated Distribution Checks.*** Checks or drafts issued pursuant to this Plan to Persons holding Allowed Claims and not presented for payment within ninety (90) days following mailing thereof to the last known address of such Person shall be deemed nonnegotiable thereafter. Any Claim in respect of such distribution shall be discharged and forever barred from assertion against the Debtors, the Estates, the Assets, the Trusts, or the Liquidating Trustee. Any distribution which is deemed nonnegotiable shall re-vest with the Liquidating Trustee and be available for distribution consistent with this Plan.

8.6 ***Fractional Dollars.*** Any other provision of this Plan notwithstanding, no payments of fractional dollars will be made to any holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any holder of an Allowed Claim would otherwise be called for, the Liquidating Trustee may, in his discretion, round such fraction up or down and make payments accordingly.

8.7 ***Distribution Dates.*** In addition to any distribution times established under this Plan, the Liquidating Trustee shall make a good faith determination after consultation with the Post Effective Date Committee and Bond Trustee at six month intervals after the Effective Date as to the advisability of making interim distributions and may make interim distributions in his discretion. Whenever any distribution to be made under this Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day.

8.8 ***Bankruptcy Code Sections 509 and 510.*** Distributions under this Plan will be governed by the provisions of Bankruptcy Code Sections 509 or 510 where applicable.

8.9 ***Distributions to be Applied First to Administrative and Priority Claims.*** To the extent any holder of an Allowed Claim receives any distribution(s) under this Plan on account of Claims, said distribution(s) shall be applied by the recipient first to satisfy any Allowed Administrative Claims, Allowed Priority Tax Claims, or Allowed Unsecured Priority Claims and, only after all such Claims are fully satisfied, to any Allowed Claims not entitled to such priority.

8.10 ***Estimation of Claims.*** The Liquidating Trustee may, at any time, request that the Bankruptcy Court (or District Court, as applicable) estimate any Claim not expressly Allowed by the terms of this Plan and otherwise subject to estimation under Bankruptcy Code Section 502(c) and for which the Debtors may be liable under this Plan, including any Claim for taxes, to the extent permitted by Bankruptcy Code Section 502(c). In the event that the Bankruptcy Court (or District Court, as applicable) estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court (or District Court, as applicable). If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated by the Bankruptcy Court (or District Court, as applicable) and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court (or District Court, as applicable).

8.11 **Chapter 5 Provisions.** No distribution or payment shall be made to any holder of an Allowed Claim who is also a potential defendant in an Avoidance Action until a decision is made by the Liquidating Trustee not to commence the potential Avoidance Action, or, in the event the potential Avoidance Action is commenced by the Liquidating Trustee, until resolution of such Avoidance Action. Notwithstanding this **Section 8.11**, the making of a distribution to such potential defendant or the lack of any objection filed to such Allowed Claim on the basis of such potential Avoidance Action, shall not constitute a waiver of any rights of the Debtors or the Liquidating Trustee, as the case may be. For purposes of this Plan, such distribution or payment on account of such Allowed Claim shall be held in reserve as if it were a disputed Claim.

8.12 **Third-Party Agreements.** Except as set forth herein, all subordination and intercreditor agreements entered into by any parties in interest shall be enforceable to the extent permitted by applicable law.

8.13 **Special Provisions for Treatment of Medical Malpractice/Personal Injury/Worker's Compensation Claims.**

(a) Distributions under this Plan to each holder (each, a "**Personal Injury Claimholder**") of a Claim asserted or which can be asserted against any of the Debtors on account of or related to purported liability resulting either from the provision of medical services, including personal injury or wrongful death claims, or any other personal injury or worker's compensation claim (each, a "**Personal Injury Claim**"), shall be in accordance with the treatment provided under this Plan for Unsecured Claims as applicable; **provided, however**, no distributions shall be made, and no reserve shall be made by the Liquidating Trustee for any amount, for or attributable to any portion of such a claim that is covered by insurance.

(b) **Mandatory Pre-Mediation Resolution Procedures.** Within sixty (60) days after the Effective Date, each Personal Injury Claimholder shall serve on the Liquidating Trustee a written settlement offer containing such holder's good faith demand; **provided, however**, such settlement offer may not exceed the amount of the Personal Injury Claim indicated in any proof of claim filed by the Personal Injury Claimholder with respect to the Personal Injury Claim or, if the Personal Injury Claimholder has not filed a proof of claim, the amount of such Personal Injury Claim indicated in the Schedules. Not later than thirty (30) days after receipt of such written settlement offer, the Liquidating Trustee shall respond to such written settlement offer with a written counter-offer. Thereafter, each party shall respond in writing to subsequent written counter-offers within fifteen (15) days of receipt. If a Personal Injury Claimholder fails to respond to a counter-offer from the Liquidating Trustee in a timely fashion, the Personal Injury Claimholder shall be deemed to have stipulated to Allowance of such Personal Injury Claim in the amount of the Liquidating Trustee's last counter-offer and such Personal Injury Claim shall be Allowed in such amount. If the Liquidating Trustee fails to respond to an offer or counter-offer from a Personal Injury Claimholder in a timely fashion, the Personal Injury Claimholder may terminate negotiations, shall be under no obligation to mediate and may request the Bankruptcy Court to terminate the stay to litigate the Personal Injury Claim pursuant to this section.

(c) **Mandatory Mediation.** At any time by mutual consent, and upon the request of either party on or after July 1, 2018, the parties may mediate a Personal Injury Claim. If the parties cannot agree on a mediator, either may petition the Bankruptcy Court, which shall appoint a mediator. The parties shall share the costs of such mediation equally. The Liquidating Trustee shall schedule mediations as promptly as reasonably possible taking into account the schedules of the parties, their counsel and the mediator. The mediator shall establish procedures for the mediation. The mediation shall occur in Atlanta, Georgia or such other location mutually agreeable to the parties. Either party may notify and invite to the mediation any co-defendant or other party to a Personal Injury Claim. If mediation does not result in settlement on or before December 31, 2018, either party may request the Bankruptcy Court to terminate the stay to proceed with litigation; **provided, however**, no party shall be entitled to stay relief hereunder unless the Bankruptcy Court finds such party has participated in the mandatory pre-mediation resolution procedures and any mandatory mediation in good faith.

(d) **Exchange of Information.** At any time prior to mediation (i) a Personal Injury Claimholder shall provide to the Liquidating Trustee, within thirty (30) days of receipt of a written request for production, documents and other information supporting the Personal Injury Claim, including liability and damages; (ii) the Liquidating Trustee shall provide to a Personal Injury Claimholder, within thirty (30) days of receipt of a written request for production, to the extent available to the Liquidating Trustee, information regarding the Personal Injury Claim in the Liquidating Trustee's possession and control; and (iii) a Personal Injury Claimholder may subpoena from any third party pursuant to Bankruptcy Rule 9016 any records regarding the Personal Injury Claim. The Bankruptcy Court shall retain exclusive jurisdiction pursuant to the Bankruptcy Rules over any objection, motion to compel or motion to quash with respect to any request for production or information or subpoena under this section of the Plan.

(e) **Confidentiality.** All information, communications, offers, counter-offers, records and documents exchanged by the parties hereunder, all settlement discussions and negotiations and mediations shall remain confidential and shall not be admissible in any subsequent proceedings pursuant to Rule 408 of the Federal Rules of Evidence.

(f) **Litigation.** The Bankruptcy Court shall hear any request for stay relief under this section of the Plan after notice and a hearing. Upon termination of the stay hereunder, the parties may proceed to liquidate and reduce the Personal Injury Claim to judgment before any court of competent jurisdiction, subject to all applicable rights regarding venue, forum selection, choice of law, removal, remand, abstention and all similar or related rights. All parties reserve all substantive and procedural rights, claims and defenses, including, without limitation, with respect to any claim for punitive damages; **provided, however**, the payment of any punitive damages shall be subordinated to payment of all other Allowed Claims pursuant to the Plan.

(g) Nothing in this **Section 8.13** is intended to, shall, or shall be deemed to preclude any holder of a Claim of the type described in this Section from seeking and obtaining a distribution or other recovery from any insurer of the Debtors.

8.14 Objections to Claims. Objections to Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court within one hundred eighty (180) days after the Effective Date

of this Plan, ***provided, however***, the Liquidating Trustee may not object to any Claim once it becomes an Allowed Claim. The time period for filing objections to Claims shall automatically renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date upon which all Claims have been Allowed or Disallowed or (ii) the date fixed by the Court upon motion of the Liquidating Trustee or a holder of a Claim. Nothing contained herein shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Effective Date.

8.15 ***Settlement of Causes of Action and Disputed Claims.*** Pursuant to Bankruptcy Rule 9019(b), subject to **Section 6.2** above, the Liquidating Trustee may settle any disputed Claim or Cause of Action without notice or Court approval. For the avoidance of doubt, notwithstanding **Section 6.2** above, the Liquidating Trustee shall have the authority to compromise or settle any objections to Claims without approval of the Court, the Bond Trustee, or the Post Confirmation Committee.

8.16 ***Setoffs.*** The Liquidating Trustee may, pursuant to and in accordance with Bankruptcy Code Section 553 or applicable nonbankruptcy law, except as otherwise set forth in this Plan, set off or recoup against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Claim, the claims, rights and Causes of Action of any nature that the Debtors may hold against the holder of such Allowed Claim, ***provided*** the Liquidating Trustee gives the holder of such Allowed Claim notice of the proposed setoff or recoupment and the holder of such Allowed Claim does not object to the proposed setoff or recoupment within thirty (30) days; ***provided further***, if the holder of such Allowed Claim timely objects to the proposed setoff or recoupment, the setoff or recoupment may not be effectuated without prior approval of the Court; ***provided further***, neither the failure to effect such a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or Liquidating Trustee of any such claims, rights and Causes of Action that the Debtors may possess against such holder.

8.17 ***Distribution Cap.*** Except to the extent consistent with the treatment set forth in this Plan, no holder of an Allowed Claim shall receive in respect of that Claim any distribution in excess of the Allowed amount of that Claim.

8.18 ***De Minimis Distributions.*** Notwithstanding anything to the contrary contained in this Plan, if the amount of Cash to be distributed to the holder of an Allowed Claim is less than \$20, the Liquidating Trustee may hold the Cash distributions to be made to such holder until the aggregate amount of Cash to be distributed to such holder is in an amount equal to or greater than \$20. Notwithstanding the preceding sentence, if the amount of Cash distribution to such holder never aggregates to more than \$20, then on the final distribution date, the Liquidating Trustee shall distribute such Cash to the holder entitled thereto.

8.19 ***Withholding Taxes.*** In connection with this Plan, to the extent applicable, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed on it by federal, state and local taxing authorities, and all distributions shall be subject to such requirements. All Claims held by any holder of a Claim that fails to provide information

reasonably requested by the Liquidating Trustee in connection with such matters shall be discharged and forever barred from assertion against the Debtors or the Assets.

8.20 ***Distribution Record Date.*** Except as otherwise provided in a Final Order of the Court or as otherwise stipulated by the Debtors or Liquidating Trustee, as applicable, the transferees of Claims transferred pursuant to Bankruptcy Rule 3001 on or prior to the Distribution Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Distribution Record Date. The Debtors and Liquidating Trustee shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. In making any distribution with respect to any Claim, the Liquidating Trustee shall be entitled instead to recognize and deal with, for all purposes, only the Person listed on the Proof of Claim Filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Distribution Record Date and upon such other evidence or record of transfer or assignment that are known to the Liquidating Trustee, as of the Distribution Record Date. Except as expressly set forth in this Plan, the foregoing shall not apply to the Bond Claim.

SECTION 9. CONDITIONS PRECEDENT

9.1 ***Conditions to Confirmation.*** Confirmation of this Plan shall not occur and the Court shall not enter the Confirmation Order unless (i) all of the requirements of the Bankruptcy Code for Confirmation of this Plan shall have been satisfied; (ii) the Plan Documents shall be in form and substance satisfactory to the Plan Proponents; and (iii) the Settlement Agreement shall be approved as part of the Confirmation Order. Without limitation, the Confirmation Order shall empower and authorize the Plan Proponents to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable them to implement the provisions of this Plan and Settlement Agreement satisfy all other conditions precedent to the effectiveness of this Plan.

9.2 ***Conditions to Effective Date.*** The Effective Date shall not occur unless: (a) the Court shall have entered the Confirmation Order as a Final Order, in form and substance reasonably satisfactory to the Plan Proponents; (b) the Plan Documents, shall be in form and substance satisfactory to the Plan Proponents; and (c) no request for revocation of the Confirmation Order under Bankruptcy Code Section 1144 shall have been made and still be pending.

9.3 ***Nonfulfillment of Conditions.*** In the event that the Plan Proponents determine that the conditions to Confirmation or to the Effective Date set forth in the immediately foregoing paragraphs of this Plan cannot be satisfied and should not, in their sole discretion, be waived, or if the Effective Date does not occur on or before May 1, 2018 (unless this date is extended by agreement of the Plan Proponents), this Plan shall be null and void and shall have no force nor effect, and this Plan shall be deemed withdrawn. Under the foregoing conditions, (i) the Challenge Rights Settlement shall be deemed withdrawn and of no force or effect, and (ii) the Plan Proponents may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

SECTION 10. EFFECTS OF PLAN CONFIRMATION

10.1 ***Satisfaction of Claims.*** Holders of Claims shall receive the distributions provided for in this Plan and other treatment set forth herein, if any, in full settlement and satisfaction of the Debtors' obligations thereunder.

10.2 ***Interest on Claims, Fees, Costs, Charges.*** Except as specifically provided for in this Plan or Bankruptcy Code Section 506(b), interest and postpetition fees, costs and charges shall not accrue on Claims and no holder of a Claim shall be entitled to interest, fees, costs or charges accruing on or after the Petition Date on any Claim.

10.3 ***Exculpation.*** Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.

10.4 ***Challenge Rights Settlement.*** The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.

10.5 ***Injunction.*** Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.

10.6 ***Post-Effective Date Effect of Evidences of Claims.*** Notes, shareholder certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by this Plan.

10.7 Surrender of Instruments and Release of Liens. Except as otherwise provided in this Plan, each holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold distributions under this Plan to or on behalf of any holder of such Claim unless and until such instrument is received or the non-availability of such instrument is established to the satisfaction of the Liquidating Trustee ***provided*** this surrender requirement shall not apply to the Bond Trustee or the beneficial owners of the Revenue Bonds. Each Person who is to receive distributions under this Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.

10.8 Cancellation of Instruments. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the Revenue Bonds shall be cancelled, and the Revenue Bonds and related Bond Documents shall continue in effect solely to the extent they relate to and are necessary to (i) allow distributions pursuant to this Plan, (ii) permit the Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit the Bond Trustee to set one or more record dates and distributions dates with respect to the distribution of funds to beneficial owners of the Revenue Bonds, (iv) permit the Bond Trustee to appear in the Chapter 11 Cases and exercise the rights specified in this Plan, and (v) permit the Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).

10.9 Term of Stays. Except as otherwise provided in this Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.

10.10 No Discharge. Pursuant to Bankruptcy Code Section 1141(d)(3), the Confirmation Order will not discharge the Debtors of any debts.

10.11 Retention of Jurisdiction. Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Court will retain jurisdiction to the fullest extent permitted by law, including jurisdiction to enter any orders or to take any action specified in this Plan, and including:

(a) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter concerning the Debtors, the Estates, the Trusts, the Assets or the Trust Assets pending on or commenced after the Confirmation Date;

(b) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases;

(c) To enter orders with respect to distributions under this Plan;

(d) To consider Claims, including Administrative Claims, Fee Claims, Priority Tax Claims, Other Secured Claims, Priority Unsecured Claims, Unsecured Claims and Subordinated Claims or the allowance, classification, priority, compromise, estimation, or payment thereof;

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

(f) To issue injunctions, enter other Orders, and take such other actions necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order or any other Order of this Court;

(g) To hear and determine any application to modify this Plan, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any Order of the Bankruptcy Court, including the Confirmation Order, in such a manner necessary to carry out the purposes and effects thereof;

(h) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order or any transactions or payments contemplated hereby or thereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(i) To take any action and issue such Orders as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release or injunction provisions set forth herein or in this Plan, or to maintain the integrity of this Plan following consummation;

(j) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(k) To hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code Sections 346, 505, and 1146;

(l) To construe and enforce prior orders of the Court in the Chapter 11 Cases;

(m) To recover all Assets and property of the Estates, wherever located; and

(n) To enter a final decree closing the Chapter 11 Cases.

10.12 *Failure of the Court to Exercise Jurisdiction.* If the Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Cases, including with respect to the matters set forth above in **Section 10.11**, this Plan shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 ***Exemption from Transfer Taxes.*** Pursuant to Bankruptcy Code Section 1146(a), the creation or amendment of any mortgage, deed of trust or other security interest, the making or assignment of any lease or the making or delivery of any deed or other instrument of transfer, under, in furtherance of or in connection with this Plan, and any sale of the Assets, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

11.2 ***Modification of Plan.*** The Plan Proponents may modify this Plan prior to the entry of the Confirmation Order ***provided*** this Plan, as modified, and the Disclosure Statement pertaining thereto meet applicable Bankruptcy Code requirements of Bankruptcy Code Section 1125. After the entry of the Confirmation Order, the Plan Proponents or, with the consent of the Post Effective Date Committee and Bond Trustee, the Liquidating Trustee, may modify this Plan to remedy any defect or omission or to reconcile any inconsistencies in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of this Plan, ***provided***: (i) the Plan Proponents or Liquidating Trustee, as applicable, obtain approval of the Bankruptcy Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment, or distributions of any Class under this Plan. For purposes of this **Section 11.2** consent of the Post Effective Date Committee and/or Bond Trustee shall be presumed from any party that does not respond within five (5) Business Days after written notice from the Liquidating Trustee.

11.3 ***Revocation of this Plan.*** The Plan Proponents reserve the right to revoke or withdraw this Plan, prior to the Confirmation Date, for any reason they may deem appropriate. If this Plan is revoked or withdrawn, then this Plan shall be null and void in all respects and nothing contained in this Plan shall constitute a waiver or release of any claims by or against, the Debtors, or prejudice in any manner the rights of the Plan Proponents.

11.4 ***Preservation and Application of Insurance.*** The terms of this Plan shall not diminish or impair in any manner the enforceability and coverage of any insurance policies (and any agreements, documents, or instruments relating thereto) that may cover Claims or any claims against directors, trustees or officers of the Debtors, or any other Person, other than as expressly as set forth herein. All of the Debtors' insurance policies, or third party policies naming the Debtors as an additional insured, and the proceeds thereof shall be available to satisfy Claims to the extent such insurance policies cover such Claims. In addition, such insurance policies and proceeds thereof shall be available to satisfy Claims estimated pursuant to Bankruptcy Code Section 502(c) or in accordance with this Plan. For the avoidance of doubt, confirmation of the Plan and the occurrence of the Effective Date shall not affect, reduce, discharge or diminish coverage, or provide a defense to any insurer, or trigger any exclusion under any policy, including, without limitation, any insured vs. insured exclusion.

11.5 ***Votes Solicited in Good Faith.*** Upon entry of the Confirmation Order, the Plan Proponents will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to Bankruptcy Code Section 1125(e) will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on this Plan.

11.6 ***Successors and Assigns, Binding Effect.*** The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person, including with respect to the Debtors, any chapter 7 or chapter 11 trustee. The provisions of this Plan shall bind all holders of Claims, whether or not they have accepted this Plan.

11.7 ***Computation of Time.*** In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

11.8 ***Notices.*** All notices or requests in connection with this Plan shall be in writing and given by mail or overnight mail addressed to counsel to the Plan Proponents as set forth on the front page of this Plan and to the Liquidating Trustee as set forth in the Plan Supplement. All notices and requests to holders of Claims shall be sent to them at their last known address or to the last known address of their attorney of record in these Chapter 11 Cases, if any. Any Person may designate in writing any other address for purposes of this **Section 11.8**, which designation will be effective upon receipt by the Plan Proponents.

11.9 ***Severability.*** If, prior to confirmation, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, the Court shall have the power, on joint request of the Plan Proponents, to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. Notwithstanding the foregoing, the Settlement Agreement is an integral part of this Plan and the Plan shall not be confirmed without approval of the Settlement Agreement.

11.10 ***Validity and Enforceability.*** The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.

11.11 ***Plan Supplement.*** Any exhibits, schedules or other Plan Documents not filed with this Plan may be contained in this Plan Supplement including the disclosure of the Liquidating Trustee and related documents as necessary to implement the terms of this Plan.

11.12 ***Controlling Documents.*** In the event and to the extent that any provision of this Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of this Plan shall control and take precedence. In the event and to the extent that any provision of this Plan (other than **Section 5.6**), Disclosure Statement or Confirmation Order is inconsistent with the Settlement Agreement, the Settlement Agreement shall control.

11.13 ***Reservation of Rights.*** Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the occurrence of the Effective Date.

11.14 ***Substantial Consummation.*** Upon the Effective Date, this Plan will be deemed substantially consummated for purposes of Bankruptcy Code Sections 1101 and 1127(b).

11.15 ***Governing Law.*** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated in this Plan, the laws of the State of New York, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of this Plan and transactions consummated or to be consummated in connection therewith.

[signature pages follow]

January 30, 2018

**The Official Committee of Unsecured
Creditors**

By: /s/ John D. Elrod
Name: John D. Elrod
Title: One of its attorneys

January 30, 2018

U.S. Bank National Association, as Trustee

By: /s/ Ian A. Hammel
Name: Ian A. Hammel
Title: One of its attorneys

Exhibit 1

Definitions

The following terms used herein shall have the respective meanings defined below:

1.1 ***Administrative Claim*** means a Claim for payment of an expense or cost of a kind specified in Bankruptcy Code Section 503(b) and referenced in Bankruptcy Code Sections 507(a)(2), 507(b) or 1114(e)(2)(if any) including, the actual, necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors, including wages, taxes incurred by the Estates and Allowed as administrative expenses, and salaries, or commissions for services rendered after the commencement of these Chapter 11 Cases; ***provided, however***, the term does not include Fee Claims or U.S. Trustee Fees, which are treated separately in this Plan. For the avoidance of doubt, Administrative Claims include DIP Claims, which have been satisfied in full as of the date of this Plan and are Allowed Claims for purposes of this Plan.

1.2 ***Allocated*** means, with respect to any defined Assets assigned to the Asset Pool, that portion of those Assets within an Asset Pool Component described in this Plan.

1.3 ***Allowed*** means, with reference to any Claim and except as otherwise expressly set forth in this Plan, (i) a Claim (a) listed in the Schedules and not described on the Schedules as zero, disputed, unliquidated or contingent or (b) described in a timely Filed proof of claim and, in each case, as to which no objection or request for estimation has been Filed on or before any deadline therefor set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court or this Plan; or (ii) a Claim that is allowed (a) by a Final Order, (b) by an agreement between the holder of such Claim and the Liquidating Trustee or (c) pursuant to the terms of this Plan. An Allowed Claim (i) includes a disputed Claim to the extent such disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff or recoupment exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified in this Plan, in Bankruptcy Code Section 506(b) or by Final Order of the Bankruptcy Court, "Allowed" Claims shall not, for purposes of distribution under this Plan, include costs of collection or interest on such Claim accruing from and after the Petition Date.

1.4 ***Asset Pool*** means those Asset Pool Components described in **Exhibit 2**.

1.5 ***Asset Pool Component*** means those Assets described in **Exhibit 2**.

1.6 ***Assets*** means all assets and property of the Debtors of any nature whatsoever, including, all property of their respective Estates pursuant to Bankruptcy Code Section 541, Cash, Causes of Action, equipment, inventory, tax refunds, claims of right, interests and property, real and personal, tangible and intangible, and proceeds of any of the foregoing, including without limitation, proceeds of the sale of any Assets pending disbursement. Assets shall not include for purposes of this Plan any cash, cash equivalents, securities, investment property or other property held by the Bond Trustee as of the Petition Date. For purposes of distributions under this Plan "Assets" shall not include any Assets subject to restrictions that are

inconsistent with the use of those Assets to satisfy Claims; the Liquidating Trustee shall dispose of such Assets, if any, in accordance with applicable non-bankruptcy law.

1.7 ***Avoidance Action Recoveries*** means any funds received from the prosecution, settlement or other disposition of any Avoidance Actions.

1.8 ***Avoidance Actions*** means any claims or causes of action held by the Debtors or their Estates pursuant to 11 U.S. Sections 542, 544, 545, 547, 548, 550 or 553, provided, for the avoidance of doubt, Avoidance Actions shall not include any causes of action that constitute Jasper Claims or General Litigation Claims.

1.9 ***Ballots, Beneficial Owner Ballots and Master Ballots*** have the meanings specified in the Procedures Order.

1.10 ***Bankruptcy Code*** means chapter 11 of title 11 of the United States Code, as now in effect or hereafter applicable to these Chapter 11 Cases.

1.11 ***Bankruptcy Court or Court*** means the United States Bankruptcy Court for the Middle District of Georgia or any successor thereto that may be established by any act of Congress, or otherwise, and which has competent jurisdiction over the Chapter 11 Cases or this Plan.

1.12 ***Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure, as amended, and the local rules of the Court, as applicable to these Chapter 11 Cases.

1.13 ***Bond Claims*** means the Claims held by the Bond Trustee as specified in the Settlement Agreement for the benefit of the owners of the Revenue Bonds evidenced by the Bond Documents, and all claims held by the Bond Trustee under the Final DIP Order for diminution (as defined in the Final DIP Order).

1.14 ***Bond Documents*** means all documents concerning or otherwise evidencing obligations or security associated with the Revenue Bonds.

1.15 ***Bond Trustee*** has the meaning specified in the opening paragraph of this Plan.

1.16 ***Bondholders*** means all former, present and future owners of record and of beneficial interests in the Revenue Bonds.

1.17 ***Budget*** has the meaning specified in the Final DIP Order. A copy of the Budget is attached as **Exhibit 3**.

1.18 ***Business Day*** means any day of the calendar week, except Saturday, Sunday, a “legal holiday,” as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks are authorized or required by law to close in Macon, Georgia.

1.19 ***Cash*** means cash and cash equivalents including, checks and wire transfers.

1.20 **Cause of Action** means any cause of action or claim held by the Debtors, the Estates, the Trusts or any of them of any nature or type whatsoever, at law or in equity, against any person or entity, including any Avoidance Action, General Litigation Claim and any Jasper Claim.

1.21 **Challenge Rights** means the terms of the Final DIP Order reserving the Committee's rights to investigate the Bond Trustee's claims and liens against the Debtors and their Estates, and to commence a contested matter or adversary proceeding to challenge the amount, validity, extent, enforceability, perfection, or priority of the Bond Claims or the Bond Trustee's liens in respect thereof, or otherwise assert any claims or causes of action that may exist for the benefit of the Debtors' Estates against the Bond Trustee and owners of the Revenue Bonds

1.22 **Challenge Rights Settlement** means the compromise and settlement on the terms of the Settlement Agreement.

1.23 **Chapter 11 Cases** means the above-captioned cases.

1.24 **Claim** means a claim, as defined by Bankruptcy Code Section 101(5), against the Debtors or their Assets, whether or not asserted.

1.25 **Class** means a class or category of Claims as classified and described in **Section 3** of this Plan.

1.26 **Committee** has the meaning specified in the opening paragraph of this Plan.

1.27 **Confirmation Date** means the date on which the clerk of the Court enters the Confirmation Order on the Court's docket.

1.28 **Confirmation Hearing** means the hearing on confirmation of this Plan pursuant to Bankruptcy Code Section 1129.

1.29 **Confirmation Order** means the order entered by the Court confirming this Plan in accordance with the Bankruptcy Code.

1.30 **Contributed Non-Estate Causes of Action** means the Non-Estate Causes of Action held by an Electing Creditor that are contributed to the Private Action Trust pursuant to a Private Action Trust Election.

1.31 **Cramdown** means the confirmation of this Plan pursuant to Bankruptcy Code Section 1129(b) notwithstanding any rejection by an impaired Class or Classes of holders of Claims or Interests of this Plan.

1.32 **Creditor** means a holder of a Claim.

1.33 **Debtors** means (i) Oconee Regional Health Systems, Inc., (ii) Oconee Regional Medical Center, Inc., (iii) Oconee Regional Health Services, Inc., (iv) Oconee Regional

Emergency Medical Services, Inc., (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services), (vi) Oconee Internal Medicine, LLC, (vii) Oconee Orthopedics, LLC, (viii) ORHV Sandersville Family Practice, LLC, and (ix) Oconee Regional Senior Living, Inc., debtors and debtors in possession, and includes the Estates, where appropriate.

1.34 **Deficiency Claim** means, as of any date a distribution is to be made to unsecured creditors pursuant to any order in the Chapter 11 Cases, the amount of the Bond Claims less the dollar amount of any funds that have then been distributed to the Bond Trustee pursuant to this Plan.

1.35 **DIP Claims** mean any Claim of the DIP Lender derived from or based upon the DIP Loan Agreement. The DIP Claims are Allowed for purposes of this Plan and were satisfied in full prior to the date of this Plan.

1.36 **DIP Facility** means any debtor-in-possession financing facility or facilities established pursuant to the DIP Loan Agreement.

1.37 **DIP Lender** means U.S. Bank National Association, its successors and assigns, each in its (or their) capacity lender under the DIP Loan Agreement.

1.38 **DIP Loan Agreement** means the credit agreements and related security agreements, mortgages and similar documents governing the DIP Facility by and between the Debtors and the DIP Lender.

1.39 **Disclosure Statement** means the Disclosure Statement with respect to this Plan, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.40 **Distribution Record Date** means the Confirmation Date, unless a different date is designated by the Confirmation Order or other order of the Bankruptcy Court.

1.41 **District Court** means the United States District Court for the Middle District of Georgia and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom, or any successor thereto.

1.42 **Effective Date** means two (2) days after the date on which each of the conditions to this Plan's Effective Date set forth herein has either been satisfied or waived in accordance with this Plan.

1.43 **Electing Creditor** means any Creditor holding an Allowed Claim who also elects to assign and contribute such holder's Non-Estate Causes of Action to the Private Action Trust pursuant to the terms of the Private Action Trust Agreement.

1.44 **Estates** means the estates of the Debtors created by the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 541.

1.45 **Excess Distribution Threshold** means the point at which cumulative distributions to the Bond Trustee on account of the Bond Claims from the Navicent Sale Proceeds, Assets and all other sources during the Chapter 11 Cases has reached \$7,325,000.

1.46 **Excess Distributions** means 12.5 percent of all Assets in excess of the Excess Distribution Threshold.

1.47 **Excess Fee Reserve** means the fund in the amount of \$500,000 established under **Section 5.6** of this Plan from Existing Debtor-Held Funds.

1.48 **Exculpated Claim** means any claim related to any act or omission in connection with, relating to or arising out of the Debtors' in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; *provided, however*, that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim.

1.49 **Exculpated Party** means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (v) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (vi) the Bond Trustee solely in its capacity as Bond Trustee, (vii) the DIP Lender solely in its capacity as DIP Lender, (viii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (ix) each employee and professional of the foregoing, solely in their capacity as such.

1.50 **Existing Debtor-Held Funds** means any funds held by the Debtors as of December 1, 2017.

1.51 **Facility** means the acute care hospital facility located in Milledgeville, Georgia and affiliated with the Debtors as of the Petition Date.

1.52 **Fee Claim** means a Claim for compensation for legal or other professional services and related reimbursement of expenses under Bankruptcy Code Sections 328, 330(a), 331, and 503(b).

1.53 **File or Filed** means properly filed with the clerk of the Bankruptcy Court in the Chapter 11 Cases, as reflected on the official docket of the Bankruptcy Court for the Chapter 11 Cases.

1.54 ***Final DIP Order*** means that certain “*Final Order (I) Authorizing Debtor in Possession Financing and Use of Cash Collateral, (II) Authorizing and Directing Compliance with DIP Documents and Granting Liens and Adequate Protection, and (III) Modifying and Granting Relief from the Automatic Stay*” entered in the Chapter 11 Cases as Docket No. 184.

1.55 ***Final Order*** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a stay, new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for stay, new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument, or rehearing has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a stay, new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari, or move for a stay, new trial, reargument or rehearing shall have expired; ***provided, however***, that the possibility that a motion under Bankruptcy Code Section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.56 ***General Litigation Claims*** means any claims or causes of action against the Debtors’ officers or directors, any claims against professionals retained by the Debtors’ prepetition, commercial tort claims held by any Debtors or their Estates, and any other claims or causes of action held by the Debtors or their Estates that is not expressly released by this Plan ***provided***, for the avoidance of doubt, General Litigation Claims shall include any claims against Navicent in relation to the sale of the Debtors’ assets but shall not include any causes of action that constitute Jasper Claims or Avoidance Actions.

1.57 ***General Litigation Recoveries*** means any funds received from the prosecution, settlement or other disposition of any General Litigation Claims.

1.58 ***Insurance Cell Recoveries*** means any funds received from the dissolution, wind-down or other disposition of the Oconee Regional Health Systems Segregated Portfolio.

1.59 ***Jasper Claim Recoveries*** means any funds received from the prosecution, settlement or other disposition of any Jasper Claims.

1.60 ***Jasper Claims*** means any claims or causes of action held by any Debtors or their Estates against Jasper Health Services, Inc., as well as its affiliates (other than Debtors), successors, assigns, directors, officers, and employees.

1.61 ***Impaired*** means, with respect to any Class, that such Class is “impaired” under this Plan within the meaning of Bankruptcy Code Section 1124.

1.62 ***Intercompany Claim*** means any Claim against a Debtor by any other Debtor, whether arising prior to or after the Petition Date. For the avoidance of doubt, Jasper Claims are not Intercompany Claims.

1.63 **Interest** means the interest of any holder of an equity security of any Debtor, within the meaning of Bankruptcy Code Section 101(16), (17), represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership or membership interest in any of the Debtors, or any membership interest in any of the Debtors, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in a Debtor.

1.64 **Liquidation Trust** means the trust established on the Effective Date pursuant to this Plan to hold the Assets and twenty five percent (25%) of the Private Action Trust Beneficial Interests.

1.65 **Liquidation Trust Agreement** means the form of trust agreement set forth in the Plan Supplement to be executed on the Effective Date to establish the Liquidation Trust.

1.66 **Liquidation Trust Assets** means (i) the Assets; and (ii) twenty five percent (25%) of the Private Action Trust Beneficial Interests.

1.67 **Liquidation Trust Beneficial Interest** means a beneficial interest in the Liquidation Trust.

1.68 **Liquidation Trust Beneficiaries** means, individually or collectively, as the context requires, any holder or holders of a Liquidation Trust Beneficial Interest.

1.69 **Liquidating Trustee** means the Person so designated by the Plan Proponents and approved by the Court in the Confirmation Order for purposes of administering and consummating this Plan, including service as trustee for the Liquidation Trust and Private Action Trust, and any successor appointed pursuant to this Plan. The proposed initial Liquidating Trustee shall be identified in the Plan Supplement.

1.70 **Navicent Sale Proceeds** means the funds held by the Bond Trustee as of the date of this Agreement in the approximate amount of \$6,290,000, representing proceeds from the Debtors' sale of Assets in the Chapter 11 Cases to Navicent Health, together with all earnings thereon.

1.71 **Non-Estate Causes of Action** means those causes of action which are held by a holder of a Claim arising from any matter involving the Debtors against: (i) all current and former officers, directors, members, shareholders or employees of any of the Debtors; (ii) all Persons or Entities that conducted transactions with any of the Debtors, including, without limitation, investment bankers and lenders; and (iii) all Persons or Entities that provided professional services to any of the Debtors, including, without limitation, all attorneys, accountants, auditors, financial advisors.

1.72 **Person** means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit, government (or agency or political subdivision thereof), or other entity, including, the Debtors.

- 1.73 ***Personal Injury Claim*** has the meaning specified in **Section 8.13** of this Plan.
- 1.74 ***Personal Injury Claimholder*** has the meaning specified in **Section 8.13** of this Plan.
- 1.75 ***Petition Date*** means, as applicable, May 10, 2017 and May 11, 2017.
- 1.76 ***Plan*** means this Plan of Liquidation, dated January 30, 2018, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.
- 1.77 ***Plan Documents*** means this Plan, the Plan Supplement, the Disclosure Statement, the Trust Agreements, the Settlement Agreement and all exhibits and schedules attached thereto, either in their present form or as each may be amended, supplemented, or otherwise modified from time to time.
- 1.78 ***Plan Proponents*** has the meaning specified in the opening paragraph of this Plan.
- 1.79 ***Plan Supplement*** means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be filed not less than ~~seven~~**fifteen** days prior to the date on which the Confirmation Hearing is commenced, including: the disclosure of the Liquidating Trustee, a notice address for the Liquidating Trustee, the proposed compensation for the Liquidating Trustee, the form of proposed Liquidation Trust Agreement, a form of proposed Confirmation Order and related documents as necessary or desirable to implement the terms of this Plan. The Plan Supplement may also include technical changes to this Plan as agreed by the Plan Proponents.
- 1.80 ***Post Effective Date Committee*** means the Committee as it shall function after the Effective Date as more fully described in **Section 5.14** of this Plan.
- 1.81 ***Priority Tax Claim*** means a Claim of a governmental unit of a kind entitled to priority under Bankruptcy Code Section 507(a)(8).
- 1.82 ***Private Action Trust*** means the trust established on the Effective Date pursuant to this Plan to hold Contributed Non-Estate Causes of Action.
- 1.83 ***Private Action Trust Agreement*** means the form of trust agreement set forth in the Plan Supplement to be executed on the Effective Date to establish the Private Action Trust.
- 1.84 ***Private Action Trust Beneficial Interest*** means a beneficial interest in the Private Action Trust.
- 1.85 ***Private Action Trust Beneficiaries*** means, individually or collectively, as the context requires, any holder or holders of a Private Action Trust Beneficial Interest.
- 1.86 ***Private Action Trust Election*** means the agreement of an Electing Creditor to contribute such Holder's Non-Estate Causes of Action to the Private Action Trust, which election shall be evidenced by the submission of an election form attached to the Disclosure Statement

and shall be in return for Private Action Trust Beneficial Interest(s) allocated pursuant to, and in accordance with, the Plan and the Private Action Trust Agreement.

1.87 **Procedures Order** means the “*Order: (I) Conditionally Approving Disclosure Statement; (II) Scheduling Combined Plan Confirmation and Disclosure Statement Hearing; (III) Approving Solicitation and Tabulation Procedures and Materials; and (IV) Granting Related Relief*” filed in the Chapter 11 Cases as Docket No. ~~---~~[649](#).

1.88 **Professionals** means all professionals employed in these Chapter 11 Cases pursuant to Bankruptcy Code Sections 327 or 1103.

1.89 **Revenue Bonds** means the Series 1998 Bonds and Series 2016 Bonds.

1.90 **Schedules** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors as required by Bankruptcy Code Section 521 and Bankruptcy Rule 1007, as amended or supplemented through the Effective Date.

1.91 **Secured Claim** means a Claim of a Creditor that is secured by property of the Estates, to the extent such Claim has a non-avoidable security interest in the underlying collateral with priority over the Bond Claim in such collateral, and in each case solely to the extent of the value of the Creditor’s interest in the Estates’ interest in such property, as provided in Bankruptcy Code Section 506(a). Subject to the same conditions, Secured Claim also means a Claim of a creditor that is subject to setoff under Bankruptcy Code Section 553, to the extent of the amount subject to setoff, as provided in Bankruptcy Code Section 506(a). Secured Claims include, but are not limited to, obligations to capital equipment lessors to the extent they possess the attributes set forth in this **Section 1.91**.

1.92 **Secured Tax Claim** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code Section 507(a)(8) (determined irrespective of any time limitations therein), and including any related Secured Claim for penalties.

1.93 **Series 1998 Bonds** means those certain Baldwin County Hospital Authority Revenue Bonds, Series 1998, in the original principal amount of \$24,735,000.

1.94 **Series 2016 Bonds** means those certain Baldwin County Hospital Authority Revenue Bonds, Series 2016, in the original principal amount of \$7,250,000.

1.95 **Settlement Agreement** means the agreement between the Committee and Bond Trustee resolving the Challenge Rights in the form attached as **Exhibit 4**. The Settlement Agreement is expressly incorporated into the Plan as if fully set forth therein.

1.96 **Subordinated Claim** means a Claim subordinated to Unsecured Claims under Bankruptcy Code Section 510 or by the terms of an agreement enforceable under applicable law.

1.97 **Trust Agreements** means, collectively and individually if the context requires, the Liquidation Trust Agreement and Private Action Trust Agreement.

1.98 **Trust Assets** means, collectively and individually if the context requires, the Assets and/or the Contributed Non-Estate Causes of Action.

1.99 **Trusts** means collectively and individually if the context requires, the Liquidation Trust and Private Action Trust.

1.100 **Unimpaired** means, with respect to any Class, that such Class is not Impaired.

1.101 **Unsecured Claim** means a Claim that is (a) not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, (b) is not otherwise entitled to priority under Bankruptcy Code Sections 503 or 507, and (c) is not otherwise an Administrative Claim, Fee Claim, Priority Tax Claim, DIP Claim, claim for U.S. Trustee Fees, Secured Tax Claim, Bond Claim, Secured Claim, Unsecured Priority Claim, Subordinated Claim or Intercompany Claim. Unsecured Claims include, without limitation, Claims arising from the rejection of executory contracts and unexpired leases that are not otherwise Secured Claims, Deficiency Claims, and any Claim arising prior to the Petition Date asserted or which can be asserted against any of the Debtors on account of or related to such Debtor's purported liability resulting either from the provision of medical services, including personal injury or wrongful death claims, or any other personal injury or worker's compensation claim.

1.102 **Unsecured Priority Claim** means a Claim that is not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, but is entitled to priority under Bankruptcy Code Sections 507(a)(4) or 507(a)(5).

1.103 **U.S. Trustee Fees** means all fees and charges assessed against the Estates of the Debtors under 28 U.S.C. § 1930 of the United States Code.

1.104 **Wind Down** means the \$250,000 line item within the Budget so-identified.

Exhibit 2

Asset Pool

Asset Pool Component:	Asset Pool Component Description:	Asset Pool Component Amount:
1	First \$380,000 of Navicent Sale Proceeds	\$380,000.
2	The next \$162,500 of Navicent Sale Proceeds after Asset Pool Component 1 is funded	\$162,500.
3	Allocated Insurance Cell Recoveries	From Insurance Cell Recoveries, if any, an amount equal to the lesser of: (i) all Insurance Cell Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Insurance Cell Recoveries, including reasonable attorney fees, plus \$125,000.
4	Allocated Jasper Claim Recoveries	From Jasper Claim Recoveries, if any, an amount equal to the lesser of: (i) all Jasper Claim Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Jasper Claim Recoveries, including reasonable attorney fees, plus \$162,500.
5	Allocated Avoidance Action Recoveries	From Avoidance Action Recoveries, if any, an amount equal to the lesser of: (i) all Avoidance Action Recoveries, or (ii) the amount of any documented, reasonable and then unpaid expenses incurred in realizing Avoidance Action Recoveries, including reasonable attorney fees, plus \$100,000, plus 25% of all other Avoidance Action Recoveries.
6	Allocated General Litigation Recoveries	From General Litigation Recoveries, if any, the amount of all General Litigation Recoveries.
7	Excess Distributions	From Excess Distributions, if any, the amount of all Excess Distributions.
8	Existing Debtor-Held Funds	From Existing Debtor-Held Funds, if any, an amount equal to the lesser of: (i) all Existing Debtor-Held Funds, or (ii) the amount of Existing Debtor-Held Funds necessary to pay valid expenses of the Debtors' estates consistent with the

		Budget.
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Exhibit 3

Budget

Exhibit 4

Settlement Agreement

Document comparison by Workshare Compare on Wednesday, February 21,
2018 2:18:03 PM

Input:	
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Description	#22646189v1<ATL> - Oconee -- Plan (Filed Version)
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Description	#22646212v1<ATL> - Oconee -- Plan (Solicitation Version)
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Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	14
Deletions	10
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	24

EXHIBIT C

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

In re:

**OCONEE REGIONAL HEALTH SYSTEMS,
INC., *et al.*,¹**

Debtors.

Chapter 11

Case No. 17-51005-AEC

(Jointly Administered)

DISCLOSURE STATEMENT
FOR JOINT PLAN OF LIQUIDATION

ADAMS AND REESE LLP
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GLOVSKY AND POPEO, P.C.

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*Counsel to the Official Committee of
Unsecured Creditors*

*Counsel to U.S. Bank National Association,
as bond trustee and master trustee*

Dated: February 14, 2018

¹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services)(8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

INTRODUCTION AND PRELIMINARY STATEMENT

This Disclosure Statement is being distributed to all known Creditors of, and holders of Interests in, Oconee Regional Health Systems, Inc. (“**ORHS**”) and the eight related debtor affiliates of ORHS in the above-captioned proceedings. As set forth more fully below, the Official Committee of Unsecured Creditors appointed in these proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee for the Revenue Bonds described more fully below (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) have proposed a joint plan of reorganization for the resolution of outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, and to provide for distributions to Creditors holding Allowed Claims in the Chapter 11 Cases.

This Disclosure Statement has been prepared with respect to the Plan pursuant to Bankruptcy Code Section 1125 and is an important component of the Plan Proponents’ effort to obtain Bankruptcy Court approval of the Plan. Prior to soliciting acceptances of any proposed chapter 11 plan, Bankruptcy Code Section 1125 requires the preparation of a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the chapter 11 plan. For the reasons set forth in this Disclosure Statement, the Plan Proponents believe that confirmation and consummation of the Plan is in the best interests of Creditors and other parties in interest.

THIS DISCLOSURE STATEMENT HAS BEEN APPROVED ON AN INTERIM BASIS BY THE BANKRUPTCY COURT IN ORDER FOR THE PLAN PROPONENTS TO BEGIN SOLICITATION OF VOTES ON THE PLAN AND TO COMBINE THE HEARINGS ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN. THE BANKRUPTCY COURT WILL CONSIDER APPROVAL OF THIS DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMATION OF THE PLAN ON MARCH 20, 2018 AT 11:00 A.M PREVAILING EASTERN TIME.

As set forth more fully below, Creditors are asked to support the Plan and holders of **certain** Claims have been asked to complete and return Ballots reflecting affirmative votes for (or against) the Plan. Creditors that receive Ballots should take the time to vote on the Plan which, if confirmed, will affect their economic interests. Before casting any Ballot, it is important that you be informed about the nature of the Chapter 11 Cases, the Plan and their consequences.

Creditors should read this Disclosure Statement before deciding how to vote (if applicable) and to otherwise understand the terms of the Plan. The Plan Proponents believe this Disclosure Statement provides adequate information to enable holders of Claims entitled to vote to make an informed decision on whether to vote to accept or reject the Plan. All information in

this Disclosure Statement is provided for the purpose of soliciting acceptances of the Plan. The Plan Proponents urge you to review the Plan and consult with your own legal counsel, accountants, tax advisors, and other advisers.

This Disclosure Statement, the Plan and related Plan Documents are the only documents that have been prepared for Creditors and holders of Interests to consider in connection with the solicitation of votes on the Plan. No representations by any person concerning the Debtors are authorized other than as set forth in the Plan Documents and, if given or made, should not be relied on by you in arriving at your decision to accept or reject the Plan.

This Disclosure Statement contains important information concerning the Debtors' history and operations, Claims against the Debtors, and how Claims will be treated if the Plan is confirmed by the Bankruptcy Court. This Disclosure Statement also provides information regarding alternatives to the Plan.

The Plan Proponents cannot represent or warrant that the information herein is without error though reasonable efforts have been used in the preparation of this Disclosure Statement and it is believed to be accurate. The delivery of this Disclosure Statement will not under any circumstances imply that the information herein is correct as of any time after the date hereof. The information contained in this Disclosure Statement has not been subject to audit or independent review. This Disclosure Statement has not been approved by the Securities and Exchange Commission ("**SEC**") or any state securities regulator, nor has the SEC or any state regulator commented on the accuracy or the adequacy of the statements contained in this Disclosure Statement. Nothing contained herein is an admission of any fact or liability nor shall it be admissible in any proceeding involving the Plan Proponents or Debtors.

The chart below summarizes the treatment of Claims and Interests under the Plan. Please refer to **Section 2** and **Section 3** of the Plan for a more detailed description of the treatment of holders of Claims and Interests.

Class	Description	Treatment if Claim Allowed	Estimated Recovery if Claim Allowed
Unclassified	Administrative Claims	Unimpaired	100%
Unclassified	Fee Claims	Unimpaired	100%
Unclassified	Priority Tax Claims	Unimpaired	100%
Class 1	Bond Claims	Impaired	Recovery % contingent on liquidation process, including litigation recoveries
Class 2	Other Secured Claims	Unimpaired	100%
Class 3	Unsecured Priority Claims	Unimpaired	100%
Class 4	General Unsecured Claims	Impaired	Recovery % contingent on liquidation process, including litigation recoveries
Class 5	Subordinated Claims	Impaired	0%
Class 6	Interests in Debtors	Impaired	0%

The effectiveness of the proposed Plan is subject to material conditions precedent, some of which may not be satisfied or waived.

The deadline for Ballots casting votes to accept or reject the Plan is March 15, 2018 at 4:00 P.M. prevailing eastern time. To be counted, Ballots must actually be received by this date and time.

The record date for determining which Creditors may vote on the Plan is February 8, 2018.

By order of the Bankruptcy Court, a combined hearing on the adequacy of this Disclosure Statement and confirmation of the Plan has been scheduled for March 20, 2018 at 11:00 a.m. prevailing eastern time, before the Honorable Austin Carter, Bankruptcy Judge, in the United States Bankruptcy Court for the Middle District of Georgia. The 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 adjourned hearing.

Any objection to the adequacy of this Disclosure Statement or confirmation of the Plan must be made in writing and Filed with the clerk of the Bankruptcy Court on or before March 15, 2018 at 4:00 p.m. prevailing eastern time.

RECOMMENDATION: THE PLAN PROPONENTS RECOMMEND THAT HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN VOTE TO ACCEPT THE PLAN.

The Bankruptcy Code provides that only the Ballots of Creditors that actually vote on the Plan will be counted for purposes of determining whether the requisite acceptances have been attained. Any improperly completed or late Ballot will not be counted absent consent of the Plan Proponents.

This Disclosure Statement is divided into the following Articles:

Article	Subject Matter	Page Reference
I	Background	5
II	Overview of the Chapter 11 Cases	8
III	The Debtors' Assets and Liabilities	14
IV	Classification and Treatment of Claims and Interests	15
V	Implementation of the Plan	16
VI	Effects of Confirmation	21
VII	Retention of Jurisdiction; Miscellaneous Provisions	23
VIII	Requirements for Confirmation of a Plan	23
IX	Certain Factors to be Considered	25

X	Alternatives to Confirmation and Consummation of the Plan	26
XI	Certain Federal Income Tax Consequences of the Plan	26
XII	Voting to Accept or Reject the Plan	28
XIII	Confirmation Hearing	29
XIV	Conclusion	30

Capitalized terms used but not defined in this Disclosure Statement or in the Bankruptcy Code have the meanings specified in the Plan. Unless otherwise specified, the rules of construction described in **Section 1.B.** of the Plan apply to this Disclosure Statement.

[Disclosure Statement continues on the following page]

ARTICLE I **BACKGROUND**

The following background regarding the Debtors is drawn exclusively from (i) the “*Declaration of Steven M. Johnson in Support of First Day Motions and Related Relief*” [docket no. 2 in the Chapter 11 Cases] (the “**Johnson Declaration**”); (ii) the “*Debtors’ Motion Pursuant to 11 U.S.C. §§ 105, 361, 362, 364 and 507 for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing and Use Cash Collateral; (II) Granting Liens and Super-Priority Claims; and (III) Modifying the Automatic Stay*” [docket no. 10 in the Chapter 11 Cases] (the “**DIP Financing Motion**”); and (iii) the Debtors’ publicly available audited financial reports.

The Debtors’ Business.

The Debtors historically operated healthcare businesses in Milledgeville, Georgia and surrounding communities, including a not-for-profit acute care hospital with 140 licensed beds.

The Debtors’ hospital business was founded in 1957 and operated by Baldwin County, Georgia until 1997, when Debtor Oconee Regional Medical Center, Inc. (“**ORMC**”) was incorporated to lease the facility from the Baldwin County Hospital Authority (“**Authority**”). Under that lease, substantially all assets and liabilities associated with the hospital were transferred to ORMC.

As of the Petition Date, the Debtors ran the only acute-care hospital within a 30-mile radius, and the largest hospital in the approximately 4,400 square mile area between Macon, Augusta and Atlanta Georgia. The Debtors’ services included a 24/7 emergency room, an ICU, MRI, CT and imaging services, obstetrics, pediatrics, physical therapy, speech therapy, and surgical services. The Debtors provided specialty programs in ear, nose and throat, gastroenterology, neurology, oncology, ophthalmology, orthopedics, pulmonology and urology.

In the twelve months prior to the Petition Date, the Debtors had approximately 2,600 inpatient admissions, over 33,000 emergency room visits and over 2,100 skilled nursing patient days. As of the Petition Date, the Debtors operated three outpatient clinics. As of the Petition Date, the Debtors had approximately 500 employees with an average tenure of 8.5 years. The Debtors’ workforce was non-union.

Jasper Health Services, Inc.

The Debtors’ corporate family also includes Jasper Health Services, Inc. (“**Jasper**”). Jasper is not a debtor in these proceedings. Jasper operates its own 17-bed critical access hospital (Jasper Memorial Hospital) and a 55-bed skilled nursing facility (The Retreat) in Monticello, Georgia. Steven M. Johnson, the Debtors’ interim chief executive officer, was a member of the board of directors of Jasper. Certain of the Debtors’ directors were also members of Jasper’s board of directors.

Both prior to and during the Chapter 11 Cases, Jasper received services and benefits at the Debtors’ expense. The Debtors have asserted that there are Causes of Action against Jasper

and possibly others relating to those, and other, events.

The Debtors' Prepetition Capital Structure.

As of the Petition Date, the Debtors' primary long term debt related to Revenue Bonds issued in 1998 and 2016 to support the Debtors' businesses. In August 1998, the Authority issued \$24,735,000 in Revenue Bonds. In June of 2016, the Authority issued a second series of Revenue Bonds in the amount of \$7,250,000.

Debtor ORMC is an obligor on the Bonds and Debtors ORHS, Oconee Regional Health Ventures ("**ORHV**"), and Oconee Regional Health Services, Inc. ("**ORH Services**") delivered pre-petition guarantees of the Series 1998 and Series 2016 Bonds. Debtors ORMC, ORHS, ORHV and ORH Services and the Authority granted liens and security interests to the Bond Trustee as security for the Revenue Bonds, providing as collateral (i) the real property and improvements that comprise the Facility; (ii) revenues and accounts receivable; (iii) general intangibles, contracts and licenses; (iv) equipment, inventory and other tangible personal property; and (v) all proceeds of the foregoing. The remaining Debtors did not have pre-petition obligations under the Revenue Bonds.

As of the Petition Date, the Bond Trustee's records reflected Claims for: (i) unpaid principal on the 1998 Revenue Bonds in the amount of \$21,510,000; (ii) unpaid principal on the 2016 Revenue Bonds in the amount of \$7,250,000; (iii) accrued but unpaid interest on the Revenue Bonds; and (iv) accrued and unpaid fees and expenses of the Bond Trustee and its professionals (collectively, the "**Bond Claims**").

Events Leading to the Commencement of the Chapter 11 Cases.²

The Chapter 11 Cases are the culmination of longstanding financial challenges affecting the Debtors. In the years preceding the Petition Date, the Debtors and their affiliates experienced prolonged financial distress. Publicly posted audited financial statements for the Debtors reported the following annual financial results in the five full fiscal years leading up to the chapter 11 filing:

Fiscal Year ending:	Net Operating Income (Loss):
September 30, 2016	(\$5.88 million)
September 30, 2015	(\$7.85 million)
September 30, 2014	(\$9.40 million)
September 30, 2013	(\$6.78 million)
September 30, 2012	(\$2.68 million)
Total 5 Year Operating Losses:	(\$32.59 million)

² The Committee, on behalf of the Estates, reserves all rights regarding the allegations made by the Debtors in their pleadings, and does not concede that these are the sole or exclusive causes of the Debtors' financial challenges. The Committee, on behalf of the Estates, further reserves all other rights.

In pleadings Filed in the Chapter 11 Cases, the Debtors cited the following as contributing to these financial challenges:

(a) The Debtors' service area contains large Medicare and Medicaid populations. This subjected the Debtors to unfavorable reimbursement rates for many services provided to patients;

(b) The Debtors provided millions of dollars in care to uninsured patients without reimbursement. This was exacerbated when the State of Georgia did not elect to take part in the Medicaid expansion program under the federal Affordable Care Act, which would have provided at least some reimbursement for services provided to many of these patients;

(c) A national trend of hospital consolidation, with larger, better capitalized operators taking over or opening newer, more modern hospitals. Patients that might have otherwise used the Debtors for care instead used larger, newer hospitals, with (perceived) better equipment or larger range of services;

(d) The Debtors were unable to establish a cardiology program, or expand their gastroenterology program, due to a chronic lack of doctors in these specialties, resulting in the Debtors' loss of substantial revenue opportunities;

(e) The Debtors were unable to raise funds for capital intensive projects;

(f) There were a series of changes in senior management. There were long-standing differences of opinion among senior management and the medical staff over the strategic direction of ORMC and its affiliates, leading to a loss of vision, failed initiatives, and diversion of attention from long-term projects.

The Debtors completed two "reductions in labor force" in 2015. Matching contributions to employee retirement plans were curtailed or eliminated. The Debtors closed the Oconee Primary Care Center (a part of Debtor ORHV), which had lost over \$315,000 in its last year of operation. Prior to the Petition Date, Debtors ORH Services, Oconee Regional Emergency Medical Services, Inc., Oconee Regional Senior Living, Inc., and ORHV Sandersville Family Practice, LLC, ceased business operations completely. These and other changes were not sufficient to stabilize the Debtors' business.

By late 2015 the Debtors were in default on the 1998 Revenue Bonds. In December of 2015, the Debtors engaged Houlihan Lokey Capital, Inc. ("**Houlihan Lokey**") as investment banker to consider alternatives that might be available to help the Debtors continue their mission. The Debtors also retained Grant Thornton LLC ("**Grant Thornton**") to provide financial advisory services.

Houlihan Lokey and Grant Thornton assisted the Debtors' management with the identification and evaluation of potential strategic alternatives, including a status quo strategy, a stand-alone restructuring, or affiliation process. These professionals also assisted management with the development of financial performance projections for fiscal years 2016 through 2020. These projections showed continuing cash losses and an inability to meet debt service funding

obligations. At the conclusion of this analysis, the Debtors' board of directors directed Houlihan Lokey to contact third parties and solicit interest for an affiliation through a sale, partnership, or management agreement for all or any combination of the Debtors' operations.

Houlihan Lokey developed a list of fifty-six (56) potential transaction prospects. The list of potential transaction prospects included both "strategic buyers" (companies that already operate in the healthcare field) and on "financial buyers" (*i.e.*, private equity funds and other institutional buyers). Of the fifty-six (56) parties contacted, twenty-six (26) executed a confidentiality agreement to undertake due diligence. The Debtors established an on-line "data room" with documents about the Debtors' financial and operational performance, legal status and associated issues, and related information. The Debtors received eight (8) initial indications of interest in May 2016: five (5) proposing an acquisition/sale transaction and three (3) proposing a management agreement structure. Of this group, four (4) parties took part in on-site management presentations in June of 2016.

During the balance of 2016, the Debtors continued advanced negotiations with three transaction prospects, seeking to arrive at an acquisition that would repay the Revenue Bonds, assume the outstanding trade debt, and allow the Debtors to avoid a chapter 11 proceeding.

Two of the three remaining transaction prospects withdrew from the Debtors' process in late 2016. The Debtors accordingly selected the remaining transaction prospect, Ontario, California-based Prime Healthcare Services ("**Prime**") as their affiliation partner. The Debtors negotiated the terms of an asset purchase agreement (the "**Agreement**") with Prime, though in the absence of competition from other transaction prospects, the Agreement contemplated the acquisition of substantially all of the Debtors' operating Assets for consideration including \$12 million of cash and required the commencement of the Chapter 11 Cases as a condition to the transaction.

ARTICLE II

OVERVIEW OF THE CHAPTER 11 CASES

Overview of Chapter 11.

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for similarly situated creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code's "absolute priority" rule. The "absolute priority rule" sets distribution priorities and governs how chapter 11 plans treat different classes of dissimilarly situated creditors and equity interest holders.

Commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of a debtor as of the bankruptcy commencement date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor-in-possession."

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a chapter 11 plan binds the debtor, any person acquiring property under

the chapter 11 plan, any creditor or equity interest holder of the debtor and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a chapter 11 plan enjoins creditors of a debtor from taking any action to collect on any debt that arose prior to the confirmation of the chapter 11 plan and provides for the treatment of such debt in accordance with the terms of the confirmed chapter 11 plan.

Significant Events During the Chapter 11 Cases.

Below is a summary of certain significant events that occurred in and during the Debtors' Chapter 11 Cases.

1. First Day Motions and Orders.

As is typical in a chapter 11 filing, the Debtors filed motions on and immediately after the Petition Date requesting various relief to facilitate their transition into bankruptcy. In May and June 2017, the Bankruptcy Court entered the following orders, among others, in relation to these matters:

(a) An order directing joint administration for the Debtors' nine (9) related bankruptcy cases;

(b) An order authorizing the Debtors to maintain a consolidated mailing matrix to ensure that Creditors of multiple Debtors only receive a single notice of those items which must be served on all Creditors of the Debtors;

(c) An order authorizing the Debtors to maintain existing bank accounts and business forms and continue their existing cash management system;

(d) An order authorizing the Debtors to maintain insurance policies and programs to provide ongoing coverage regarding general liability, professional liability, directors and officers liability, workers' compensation, commercial automobile and property insurance;

(e) An order authorizing the Debtors to pay employee wages and benefits that remained unpaid as of the Petition Date;

(f) An order prohibiting utilities from altering, refusing or disconnecting services; and

(g) An order authorizing the Debtors to refund undisputed overpayments and deposits paid by patients.

2. Appointment of the Committee, Bar Date for Pre-Petition Claims.

As is typical in chapter 11 filings, the Office of the United States Trustee appointed the Committee as an official committee of unsecured Creditors on May 16, 2017. The Committee selected the firm Greenberg Traurig, LLP as its primary counsel.

By Order dated May 18, 2017, the Bankruptcy Court set July 31, 2017 as the general deadline for persons other than governmental units to file pre-petition claims and claims pursuant to Bankruptcy Code Section 503(b)(9) against the Debtors and August 31, 2017 as the deadline for governmental units to file pre-petition claims against the Debtors. As of the date of this Disclosure Statement, approximately 800 Claims have been filed against the Debtors or otherwise appear on the Debtors' Schedules.

3. Debtor in Possession Financing.

As part of the Chapter 11 Cases, the Debtors also filed the DIP Financing Motion, requesting authority to borrow up to \$5,000,000 in the form of new Series 2017 Revenue Bonds and authority to continue to use cash that serves as collateral for the Revenue Bonds. As of the Petition Date, the Debtors did not have sufficient Cash to sustain ongoing business losses while the Debtors pursued the sale of their Assets. The DIP financing was intended to bridge this financial need pending the consummation of the sale.

On May 12, 2017 and June 12, 2017, the Bankruptcy Court entered interim and final orders authorizing the Debtors to borrow funds pursuant to this facility. The Debtors' obligations under the DIP financing facility were secured by liens on substantially all of the Debtors' assets. Through a series of draw requests between the Petition Date and September 2017, the Debtors borrowed approximately \$4.65 million in the aggregate under the DIP facility. The DIP facility was paid in full in Cash from a portion of the proceeds received in the asset sale described more fully below.

4. The Sale of the Debtors' Operating Assets.

The Debtors commenced the Chapter 11 Cases for the primary purpose of consummating a sale of their operating Assets. As indicated elsewhere in this Disclosure Statement, the Debtors selected Prime as their affiliation partner before commencing the Chapter 11 Cases and entered into an Agreement contemplating the acquisition by Prime of substantially all of the Debtors' operating Assets for consideration including \$12 million of cash. The Agreement with Prime contemplated further marketing of the Debtors' Assets during the Chapter 11 Cases to ascertain whether another transaction prospect would present a higher or better offer for the same Assets through a Court-supervised sale process.

On May 11, 2017, the Debtors filed their "*Motion for Orders Approving (I) (A) Bid Procedures, (B) Procedures for Notice Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Licenses and Leases, (C) Break Up Fee and Expense Reimbursement, and (D) the Debtors' Assumption of the Consulting Agreement with Prime Healthcare Management, Inc.; and (II) (A) Asset Purchase Agreement, (B) the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business, Free and Clear of all Liens, Claims, Encumbrances and Interests, (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Licenses and Leases, and (D) Waiver of the 14-Day Stay of Fed. R. Bankr. P. 6004(h) and 6006(d)*" requesting that the Bankruptcy Court enter an order establishing procedures to solicit higher or better offers for the Assets the Debtors were otherwise agreeing to sell to Prime (the "***Sale Motion***"). On May 26, 2017, the Bankruptcy Court entered its order approving sale procedures in connection with the Sale

Motion (the “***Sale Procedures Order***”). In connection with the Sale Motion, the Court approved the Debtors’ continued retention of Houlihan Lokey to manage the sales effort.

The Debtors market-tested the terms of the Prime offer for the Debtors’ operating Assets during the Chapter 11 Cases. After the Petition Date, several potential transaction prospects expressed interest in acquiring some or all of the Debtors’ Assets. However, the Debtors received bids from just two potential transaction partners through this process – Prime’s existing offer and a bid from Macon, Georgia-based Navicent Health (“***Navicent***”). The Debtors conducted an auction in Atlanta, Georgia on June 29, 2017 based on these proposals. At the auction, Prime did not improve its original offer for the Debtors’ operating Assets on the terms of the Agreement. At the conclusion of the auction, the Debtors accepted an offer from Navicent as the highest and best offers for the Assets. Navicent’s bid included cash consideration in the amount of \$12.2 million, plus an amount necessary to cover certain bid protections payable to Prime under the terms of the Sale Procedures Order.

The Bankruptcy Court held a sale hearing on June 30, 2017 and approved the sale to Navicent. On July 6, 2017, the Bankruptcy Court entered a formal order approving the sale. The sale to Navicent was substantially consummated on October 1, 2017. In connection with the consummation of the sale to Navicent, the Debtors retired the DIP facility using a portion of the proceeds from the Navicent sale.

5. Block Litigation.

On November 29, 2017, Deborah Block, a former employee of the Debtors, and her husband, Jeffrey Block, filed a civil action in the U.S. District Court for the Middle District of Georgia against Debtors, Jasper, Navicent Health, Inc., Navicent Health Oconee, LLC, and Oconee Regional Healthcare Foundation, Inc. seeking a determination of the Blocks’ entitlement, if any, to COBRA health insurance coverage. *See Block v. Oconee Regional Medical Center, Inc., et al.*, Case No. 5:17-cv-00470 (M.D. Ga. Nov. 29, 2017). The defendants in that suit dispute the Blocks’ claims for coverage. The suit is still pending as of the date of this Disclosure Statement. Resolution of the suit may affect recoveries under the Plan.

6. Exclusivity.

Bankruptcy Code Section 1121 provided for a period of 120 days after the Chapter 11 Cases were commenced when the Debtors had the exclusive right to file and then solicit votes on a chapter 11 plan. After extensions, the Debtors agreed to modify the “exclusivity” in December 2017 to permit the Committee and Bond Trustee to also propose bankruptcy plans. The Court approved this modification in December 2017.

7. The Challenge Rights Settlement.

A significant issue in the Chapter 11 Cases involved disputes between the Committee and Bond Trustee concerning the extent and priority of the liens and claims associated with the Revenue Bonds.

The Bond Trustee asserted in the Chapter 11 Cases that all of the Assets of all of the

Debtors and their Estates and all proceeds thereof are either collateral for the Bond Claims and/or subject to superpriority administrative claims for the benefit of the Bond Trustee and the Bond Claims. The Committee disputed these assertions. The Committee asserted, without limitation, that a material portion of the Assets are not subject to the Bond Trustee's claims or liens, that the Assets not subject to the Bond Trustee's claims or liens have material value, and that the Bond Trustee's liens in certain of the Assets may not be perfected. The Committee also disputed the Bond Trustee's assertions that it is entitled to superpriority administrative claims, and asserted that various Assets should otherwise be made available to Creditors and stakeholders in the Chapter 11 Cases other than the Bond Trustee on equitable and other grounds.

The Committee has standing to dispute the Bond Claims and Bond Trustee's related assertions pursuant to the Final DIP Order. The Debtors previously provided the Bond Trustee, all holders of the Revenue Bonds and their respective attorneys, officers, directors, and employees (in their capacities as such) a broad release, as specified in and approved by the Final DIP Order. That release was conditioned however on terms reserving the Committee's rights to investigate the Bond Trustee's claims and liens against the Debtors and their Estates, and to, notwithstanding the release, commence a contested matter or adversary proceeding to challenge the amount, validity, extent, enforceability, perfection, or priority of the Bond Claims or the Bond Trustee's liens in respect thereof, or otherwise assert any claims or causes of action that may exist for the benefit of the Debtors' Estates against the Bond Trustee and/or holders of the Revenue Bonds (the "**Challenge Rights**").

After a multi-month Challenge Rights investigation by the Committee, and a multi-month arms-length negotiation process between the Committee and Bond Trustee concerning the Bond Claims and the Challenge Rights, the Committee and Bond Trustee reached a settlement and compromise with respect to the Bond Claims and Challenge Rights.

The settlement reflects, in part, the Committee's and Bond Trustee's recognition of the complexity of the factual and legal issues associated with the Bond Claims and Challenge Rights, the time cost and delay that a contested resolution of these issues might entail, and the limited extent and value of the Assets that may be available for distribution in the Chapter 11 Cases in relation to the overall Creditor pool, regardless of whether the Assets are allocated to the Bond Claims or are instead made available to the Debtors' Estates and other stakeholders.

The Committee and Bond Trustee memorialized the settlement terms in the settlement agreement (the "**Settlement Agreement**") attached to the Plan as **Exhibit A**. The Settlement Agreement provides for:

- (a) the creation of an Asset Pool from a material portion of the Assets for the benefit of the Debtors' Estates and stakeholders in the Chapter 11 Cases;
- (b) the funding of that Asset Pool, with the remaining Assets to be applied by the Bond Trustee to the Bond Claims as provided by the Final DIP Order; and
- (c) the Committee's and Bond Trustee's agreement to work cooperatively toward a cost efficient wind-down of the Chapter 11 Cases.

Generally, the Asset Pool consists of three broad types of assets:

- *First*, certain Cash that remains in the Chapter 11 Cases, including (a) a portion of the proceeds realized when the Debtors sold their acute care hospital and related assets to Navicent as part of the Chapter 11 Cases (the “**Navicent Sale Proceeds**”); and (b) certain funds the Debtors continue to hold as cash collateral pursuant to the Final DIP Order;
- *Second*, an initial portion of the proceeds to be realized from the disposition of certain of the Debtors’ non-cash Assets, including without limitation certain litigation claims; and
- *Third*, the potential for additional amounts realized from the disposition of any of the Debtors’ Assets once cumulative distributions on the Bond Claims through the Settlement Agreement reach \$7,325,000 (approximately twenty-five percent of the dollar amount of the Bond Claims as of the Petition Date). If this recovery level on the Bond Claims is reached, 12.5% of all amounts thereafter available for distribution from the Debtors’ Estates on account of prepetition claims will be allocated to the Asset Pool.

The Asset Pool is described in more complete detail in the Plan and the Settlement Agreement.

The proposed Settlement Agreement provides that the Bond Claims shall be Allowed secured claims against the Debtors in the amount of \$29,318,651.40, which claims shall not be subject to offset, recoupment, deduction, counterclaim or objection of any kind or nature by any entity. The Settlement Agreement also provides that Assets not part of the Asset Pool shall be remitted to the Bond Trustee at the times and in the amounts specified by the Settlement Agreement and applied by the Bond Trustee pursuant to the Bond Documents.

The Settlement Agreement includes the following release by the Committee:

“Subject to and effective upon the occurrence of the Effective Date, the Committee for itself and any successor to the Challenge Rights or any substantively similar rights shall be deemed to have forever released, discharged, waived and abandoned any and all claims, whether direct or representative, (including, but not limited to, any claim based on Challenge Rights and any Avoidance Action brought by or on behalf of Debtors or their Creditors), rights, demands, suits, matters, issues or causes of action, whether known or unknown, whether based on federal, state, local statutory or common law, rule or regulation, by contract or in equity, and whether directly, representatively or in any other capacity, that it may have, as of the date of this Agreement, against the Bond Trustee, all holders of the Revenue Bonds (“**Holders**”) and each of their respective present and former parents, subsidiaries, affiliates, divisions, successors, transferees, partners, principals, officers, directors, employees, agents, attorneys, and assigns (in each case, solely in their capacities as such) (collectively, the “**Released Parties**”), arising from, in any way based upon or in

any way related to the following: the negotiation, entry into or performance of this Agreement, the Bond Claims, the Challenge Rights, the Bond Documents, the Released Parties' conduct whether prior to or during the Chapter 11 Cases, and any claim and/or interest arising under or in connection with the Assets (collectively, the "***Released Claims***"). Notwithstanding the foregoing (a) nothing herein is intended to nor shall release any claims the Committee, the Debtors or their Estates may have against any person other than Released Parties and all such claims are expressly reserved by the Committee, the Debtors or their Estates; (b) the releases granted to Holders herein are expressly limited to only claims against Holders arising from or related to their holding and ownership of the Revenue Bonds and interactions with the Debtors and their Estates as Holders of Revenue Bonds and expressly do not include any other claims or causes of action which the Committee, the Debtors or their Estates may have against any Holder, whether known or unknown, including, by way of example and not limitation, avoidance actions unrelated to transfers or payments made in connection with the Revenue Bonds, breach of contract claims for contracts other than the Revenue Bonds, and tort or other claims related to acts other than the ownership or holding of Revenue Bonds and (c) nothing herein shall limit the rights of the Parties to enforce the terms of this Agreement."

On November 28, 2017, the Committee and Bond Trustee filed their "*Joint Motion of Official Committee of Unsecured Creditors and Bond Trustee, Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, for Approval of Settlement*" seeking Court approval of the Settlement Agreement (the "***Settlement Motion***"). The Court thereafter scheduled a merits hearing on the Settlement Motion for December 28, 2017.

After ongoing consultation with the office of the United States Trustee and the Debtors and their professionals, and a status conference with the Bankruptcy Court on December 18, 2017, the Committee and Bond Trustee agreed to use the Plan to implement the Challenge Rights Settlement. The Settlement Motion has been continued while the Plan Proponents pursue confirmation of the Plan.

8. Administrative Claims Bar Date.

In January 2018 the Debtors' requested and the Court established February 20, 2018 as the general deadline to file requests for allowance of Administrative Claims arising on or before December 31, 2017. The Plan Proponents expect that given the completion of the sale of the Debtors' operating Assets as described in this Disclosure Statement, the overwhelming majority of potential Administrative Claims in the Chapter 11 Cases accrued on or before December 31, 2017.

ARTICLE III THE DEBTORS' ASSETS AND LIABILITIES

As of the filing of the Plan, the Assets of the Debtors' Estates consist primarily of approximately \$6.29 million of Navicent Sale Proceeds, approximately \$3.09 million of Existing Debtor-Held Funds, Causes of Action (including Avoidance Actions, General Litigation Claims,

Jasper Claims), and potential recoveries from the Insurance Cell. Causes of Action may include, without limitation, claims based on the Debtors' prepetition and postpetition relationship with Jasper against Jasper, members of Jasper's board, and officers, directors and employees of the Debtors. The value of the Debtors' non-cash Assets is believed to be material but that value has not been determined at this time.

The estimated anticipated unpaid liabilities of the Debtors as of the date of this Disclosure Statement based on information received from the Debtors and their professionals include the following:

Administrative Claims	[TBD]
Fee Claims	\$600,000 - \$1.2 million
Priority Tax Claims	Undetermined
Bond Claims	\$29.3 million
Other Secured Claims	Undetermined
Unsecured Priority Claims	\$0 - \$200,000
General Unsecured Claims	\$3.0 - \$5.0 million, excluding Deficiency Claims

As noted, the Bankruptcy Court has established a February 20, 2018 Administrative Claims bar date for Administrative Claims arising on or before December 31, 2017. It is anticipated that this bar date will provide more information about the potential pool of Administrative Claims prior to the hearing on the Plan.

The foregoing reflect that material, and possibly severe, impairment of Claims is probable under any liquidation and distribution that occurs in the Chapter 11 Cases.

ARTICLE IV

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

Under the Plan, Claims against, and Interests in, the Debtors are divided into "Classes of Claims" or "Classes of Interests" according to their relative priority under the Bankruptcy Code and other criteria. Although the Plan is divided into classes, the Plan does not seek to allow any Claim or any particular Claim holder's entitlement to distributions under the Plan unless specifically set forth in the Plan. Bankruptcy Code Section 1123 requires that a plan of reorganization classify the Claims of a debtor's creditors (other than certain Claims, including expenses of administration and priority taxes) and the Interests of its Interest holders. The Bankruptcy Code also provides that, except for certain Claims classified for administrative convenience, a plan of reorganization may place a Claim of a creditor or an Interest of an Interest holder in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such Class. The Plan Proponents believe they have classified all Claims and Interests in compliance with the requirements of Bankruptcy Code Section 1123. If a holder of a Claim or Interest challenges such classification and the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, then the Plan Proponents intend to make such reasonable modifications to the classification of Claims or Interests under the Plan as may be required by the Bankruptcy Court for confirmation. Except to the extent that such modification or classification adversely affects the treatment of a holder of a Claim or Interest

and requires re-solicitation, acceptance of the Plan by any holder of a Claim pursuant to this solicitation will be deemed to be a consent to the Plan's treatment of such holder regardless of the Class to which such holder is ultimately deemed to be a member. Except as specifically provided for in the Plan or Bankruptcy Code Section 506(b), the Plan contemplates that interest, fees, costs or charges shall not accrue on Claims and no holder of a Claim shall be entitled to interest, fees, costs or charges accruing on or after the Petition Date on any Claim.

A table is set forth in the Introduction above that summarizes the classification and treatment of Claims in the Chapter 11 Cases. Specific information concerning the classification of Claims and Interests and distributions thereon is set forth in **Section 2**, **Section 3** and **Section 8** of the Plan. Those provisions are incorporated herein by this reference.

ARTICLE V

IMPLEMENTATION OF THE PLAN

General.

The Plan includes customary provisions for implementation, including, without limitation the following:

- (a) Funding for the Plan based generally on the Debtors' Assets that are Cash and proceeds from the sale or other disposition of the Debtors' non-cash Assets in a manner consistent with the Challenge Rights Settlement;
- (b) The continued existence of the Debtors for limited purposes associated with the implementation of the Plan;
- (c) The retention of all Causes of Action, including Avoidance Actions, General Litigation Claims and Jasper Claims;
- (d) The preservation of insurance-related rights and claims;
- (e) The continued existence of the Committee as a post-effective date committee until distributions on Unsecured Claims are completed; and
- (f) The closing of the Chapter 11 Cases.

The Appointment of a Liquidating Trustee, Establishment of Trusts.

The Plan contemplates the appointment of a Liquidating Trustee who will be charged with the implementation of the Plan and the establishment of two trusts in connection with these matters. The first trust, the Liquidation Trust, will be established to hold all of the Assets. The second trust, the Private Action Trust, will be established to hold, prosecute and liquidate claims that certain Creditors may have against third parties related to the Debtors.

Creditors are encouraged to consider contributing claims they may have against third parties related to the Debtors to the Private Action Trust by completing and signing the Private Action Trust Election Form that is **Exhibit A**. The Private Action Trust is intended to

collect possible causes of action that relate to the Debtors' business activities but may involve challenges because there may be dozens or hundreds of Creditors with similar claims against the same parties, but who do not have the ability to organize themselves and/or the means to fund the litigation. The Plan addresses these challenges and complications by providing for the establishment of the Private Action Trust. The only claims that will be contributed to the Private Action are those defined as Non-Estate Causes of Action in the Plan. In summary, these are claims arising from matters involving the Debtors against (i) any former officer, director, member, shareholder or employee of one of the Debtors, (ii) against a person that did business with any Debtor, and (iii) against professionals that provided services to Debtors. Electing Creditors will receive a majority of any net recoveries on account of contributed claims. If you wish to voluntarily make the Private Action Trust Election, the information in **Exhibit A** must be completed and the Private Action Trust Election must be signed and returned in the enclosed envelope to the voting agent described in the Procedures Order so that it is received by **March 15, 2018** at 4:00 pm prevailing eastern time in order for the Private Action Trust Election to be valid and effective. All of the contributed claims will then be assessed, prosecuted (to the extent it is feasible and advisable to do so) and liquidated via settlement or judgment by the Liquidating Trustee. Claims may, at the option of the Liquidating Trustee, be asserted by the Liquidating Trustee or, through a power of attorney, in the name of the Electing Creditor. **DO NOT MAKE THE PRIVATE ACTION TRUST ELECTION IF YOU WISH TO RETAIN YOUR NON-ESTATE CAUSES OF ACTION.**

The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Plan Proponents shall identify the Liquidating Trustee and his compensation terms as part of the Plan Supplement. The Liquidating Trustee shall be a third-party non-affiliate of the Debtors with experience liquidating healthcare chapter 11 cases. The Liquidating Trustee shall be deemed the Estates' representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in the Plan and the Trust Agreements, including, without limitation, the powers of a trustee under Bankruptcy Code Sections 704, 108 and 1106 and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling causes of action, enforcing contracts, and asserting claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Trusts as "liquidating trusts" for federal income tax purposes within the meaning of Treasury Regulation 301.7701-4(d). As set forth more fully in the Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of the Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors' Boards of Directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind down of the Debtors shall become the general responsibility of the Liquidating Trustee.

On the Effective Date, (i) the Trusts, on the terms of the Trust Agreements, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreements, (iii) the Trust Agreements shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trusts, (v) the Assets shall be transferred to the Liquidation Trust, and (vi) the Contributed Non-Estate Causes of Action shall be contributed to the Private Action Trust. The Trust Agreements shall contain provisions customary in comparable circumstances. The Trusts shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury

Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trusts as liquidating trusts for all federal income tax purposes. Neither the Liquidation Trust nor the Private Action Trust shall be deemed to be the same legal entity as any of the Debtors. There shall be a total of one million (1,000,000) units of Liquidation Trust Beneficial Interests allocated to all holders of Allowed Claims, in a manner that permits them to receive the treatment specified by the Plan. There shall be a total of one million (1,000,000) units of Private Action Trust Beneficial Interests. The Liquidation Trust shall receive 25% or 250,000 units of Private Action Trust Beneficial Interests and the remaining Private Action Trust Beneficial Interests will be allocated to Electing Creditors, in return for their Contributed Non-Estate Causes of Action, ratably based upon the amount of the Allowed Claims held by each Electing Creditor in relation to the aggregate total of the Allowed Claims of all Electing Creditors. Beneficial interests in the Trusts shall be non-transferrable except by will or under the laws of descent and distribution. If there is a recovery on account of a Cause of Action that is asserted by both the Liquidation Trust and the Private Action Trust, and the recovery is not allocated by a Final Order, the recovery shall be allocated 2/3 to the Liquidation Trust and 1/3 to the Private Action Trust. Each Trust shall terminate after its liquidation, administration and distribution of applicable Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreements, ***provided*** each Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of one or both of the Trusts.

Preservation of Causes of Action.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as expressly provided in the Plan, the Liquidating Trustee, as the representative of the Estates, will retain and may enforce all Causes of Action of the Debtors and the Estates including, without limitation, Avoidance Actions, General Litigation Claims, Jasper Claims and any and all Causes of Action against the following:

(a) any individual or entity who received a transfer of property from any Debtor prior to the Petition Date, including without limitation any transfer of property that may be avoided and recovered via an Avoidance Action,

(b) any professional retained by the Debtors prior to, or after, the Petition Date, including any lawyer, law firm, accountant, accounting firm, consultant or consulting firm, or investment banker or investment banking firm for services performed prior to the Petition Date including, without limitation, any Cause of Action for negligence, malpractice, or any other tort against any of the aforementioned individuals or entities,

(c) any present or former insider of any Debtor,

(d) any individual or entity who was indebted to any Debtor,

(e) any former or current officer, director, member, shareholder, manager or agent of the Debtors or any insider or affiliate of the Debtors for claims arising under applicable non-

bankruptcy law under either federal or state law, including but not limited to breaches of fiduciary duty; and

(f) all other Causes of Action and related recoveries of any nature or type whatsoever, at law or in equity, against any person or entity.

Exhibit B sets forth a non-exhaustive list of the Debtors' former and current insiders, officers, directors, members, managers, agents, Affiliates, attorneys, law firms, accountants, and accounting firms, as well as other individuals and entities against whom the Estates are reserving and retaining any and all Causes of Action, which Causes of Action shall be enforceable by the Liquidating Trustee for the benefit of the Estates.

The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in their Schedules does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Trustee, or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Trustee will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action in his sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the confirmation or consummation of the Plan.

Nothing in the Plan shall (or is intended to) prevent, estop or be deemed to preclude the Liquidating Trustee from utilizing, pursuing, prosecuting or otherwise acting upon all or any of their Causes of Action and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after Confirmation, the Effective Date or the consummation of the Plan. By example only, and without limiting the foregoing, the utilization or assertion of a Cause of Action, or the initiation of any proceeding with respect thereto against a Person, by the Liquidating Trustee shall not be barred (whether by estoppel, collateral estoppel, *res judicata* or otherwise) as a result of (a) the solicitation of a vote on the Plan from such Person or such Person's predecessor in interest; (b) the Claim, Interest or Administrative Claim of such Person or such Person's predecessor in interest having been listed in a Debtor's Schedules, list of holders of Interests, or in the Plan, Disclosure Statement or any exhibit thereto; (c) prior objection to or allowance of a Claim or, Interest of the Person or such Person's predecessor in interest; or (d) Confirmation of the Plan.

Notwithstanding any allowance of a Claim, the Liquidating Trustee reserves the right to seek, among other things, to have such Claim disallowed if the Liquidating Trustee at the appropriate time, determines that the Estates have a defense under section 502(d) of the Bankruptcy Code, e.g., the Debtor or the Liquidating Trustee holds an Avoidance Action against the Holder of such Claim and such Holder after demand refuses to pay the amount due in respect thereto.

Substantive Consolidation.

The Plan contemplates the substantive consolidation of the Debtors for Plan purposes. On and after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Estate solely for purposes of the Plan, (b) for all purposes associated with the Plan, the Estates of each of the Debtors shall be deemed to be one consolidated Estate, (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the merged Estate and (d) the Debtors shall be treated as though they were merged into a single Estate for the purposes of calculating U.S. Trustee Fees. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under the Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims and only a single Claim against the merged Estates shall be deemed to survive for purposes of the Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in **Section 5.9** of the Plan shall not impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions, General Litigation Claims or Jasper Claims.

Substantive consolidation is appropriate under the Plan given significant uncertainty over how Navicent Sale Proceeds might otherwise be allocated between the Debtors' Assets that were included in that sale. That transaction included substantially all of the Debtors' operating Assets (as well as assets of the Authority) in return for a lump-sum payment of Cash. While this structure is common in business acquisition and sale transactions, the value of each Debtor's Assets in the form of Cash is entangled. It would be time consuming, and likely cost prohibitive, to allocate Navicent Sale Proceeds among separate Estates.³ The delay itself would result in further administrative burdens that would exacerbate the already disappointing financial results of the auction process. Substantive consolidation is also appropriate since, as demonstrated by the Debtors' schedules and statements, a supermajority of the Debtors' Assets and liabilities were centrally held, maintained and managed by Debtor ORMC on account of its affiliated Debtors. Given these entanglements, there are demonstrated benefits to consolidation.

Certain Claims Deadlines.

The Plan establishes deadlines for the filing of Fee Claims and requests for the payment of Administrative Claims to the extent the Plan or the Court has not otherwise fixed a different deadline.

³ The Plan Proponents note that the Challenge Rights Settlement could have funded the Asset Pool solely from Navicent Sale Proceeds. The Asset Pool Components instead reflect the Bond Trustee's insistence that doing so would leave all risk as to the timing and amount of recovery from the Debtors' non-Cash Assets with the Bond Trustee and holders of the Revenue Bonds. As a matter of risk sharing for all Creditors, portions of the Asset Pool are funded from sources where the timing and amount of recovery for the Estates is uncertain.

Each Person retained or requesting compensation in these Chapter 11 Cases, pursuant to Bankruptcy Code Sections 330, 331, and 503(b), must file with the Court an application for allowance of any Fee Claims no later than thirty (30) days after the Effective Date. All Fee Claims for which an application is not timely filed shall be forever barred. Objections to each such application may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Fee Claims.

Except to the extent the Plan or the Court has fixed or does fix a different date, all requests for payment of Administrative Claims must be filed no later than thirty (30) days after the Effective Date. All Administrative Claims for which a request for payment is not timely filed shall be forever barred. Objections to each such claim may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Administrative Claims.

Rejection of Contracts.

The Plan generally provides that each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Any Claim for damages arising from rejection of any executory contract or unexpired lease under the Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from receiving any distribution under the Plan or asserting any Claims against the Debtors, the Estates or the Liquidating Trustee.

Further Information Concerning Implementation of the Plan.

You are strongly encouraged to review **Section 5**, **Section 6**, **Section 7** and **Section 11** of the Plan with respect to these matters.

ARTICLE VI **EFFECTS OF CONFIRMATION**

The Plan provides the following regarding the effects of Confirmation of the Plan.

Satisfaction of Claims. Holders of Claims shall receive the distributions provided for in the Plan and other treatment set forth therein, if any, in full settlement and satisfaction of the Debtors' obligations thereunder.

Exculpation. Except as specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Each Exculpated Party has, and upon Confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to the Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or

rejections of the Plan or distributions made pursuant to the Plan.

Challenge Rights Settlement. The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into the Plan.

Injunction. Except as otherwise provided in the Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with the Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in the Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties

Post-Effective Date Effect of Evidences of Claims. Notes, shareholder certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by the Plan.

Surrender of Instruments and Release of Liens. Except as otherwise provided in the Plan, each holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold distributions under the Plan to or on behalf of any holder of such Claim unless and until such instrument is received or the non-availability of such instrument is established to the satisfaction of the Debtors or Liquidating Trustee ***provided*** this surrender requirement shall not apply to the Bond Trustee or the beneficial owners of the Revenue Bonds. Each Person who is to receive distributions under the Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.

Cancellation of Instruments. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, the Revenue Bonds shall be cancelled, and the Revenue Bonds and related Bond Documents shall continue in effect solely to the extent they relate to and are necessary to (i) allow distributions pursuant to the Plan, (ii) permit the Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit the Bond Trustee to set one or more

record dates and distributions dates with respect to the distribution of funds to beneficial owners of the Revenue Bonds, (iv) permit the Bond Trustee to appear in the Chapter 11 Cases and exercise the rights specified in the Plan, and (v) permit the Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).

Term of Stays. Except as otherwise provided in the Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.

ARTICLE VII

RETENTION OF JURISDICTION AND OTHER PROVISIONS

Following the Effective Date, the Bankruptcy Court shall retain jurisdiction of the Chapter 11 Cases pursuant to the provisions of chapter 11 of the Bankruptcy Code to the fullest extent permitted by law, until the entry of a final decree closing the Chapter 11 Cases.

You are strongly encouraged to review **Section 10.11** of the Plan, which lists various specific matters for which jurisdiction shall be retained.

ARTICLE VIII

REQUIREMENTS FOR CONFIRMATION OF A PLAN

In General.

In order for a plan to be confirmed, the Bankruptcy Code requires, among other things, that the plan be proposed in good faith, that the proponents disclose specified information concerning payments made or promised to insiders, and that the plan comply with the applicable provisions of chapter 11 of the Bankruptcy Code. Bankruptcy Code Section 1129(a) requires, among other things, that (i) each Impaired Class of Claims has accepted the Plan ("***Minimum Voting Threshold***"), (ii) confirmation of the plan is not likely to be followed by the need for further financial reorganization (the "***Feasibility Test***") and (iii) the Plan be fair and equitable with respect to each Class of Claims or Interests which is impaired under the Plan (the "***Best Interests of Creditors Test***"). The Bankruptcy Court can confirm a Plan if it finds that all of the requirements of section 1129(a) have been met.

The Minimum Voting Threshold.

The Plan voting process will determine whether the Minimum Voting Threshold is met. As indicated elsewhere in this Disclosure Statement, all holders of Class 1 Bond Claims and Class 4 Unsecured Claims as of **February 8, 2018** are entitled to vote to accept or reject the Plan and may do so by completing the appropriate Ballot which is enclosed with this Disclosure Statement.

The Feasibility Test.

The Plan Proponents believe the Feasibility Test is satisfied. To satisfy the Feasibility Test, a debtor must generally demonstrate that confirmation of the plan is not likely to be

followed by the need for further financial reorganization. The Plan satisfies that general test because the Debtors are liquidating rather than reorganizing and, accordingly no further financial reorganization will be necessary. Under these circumstances, the Plan Proponents believe the Feasibility Test is otherwise met since the Plan Proponents will satisfy the conditions to the Effective Date and the Plan provides sufficient funds to pay the costs of administering and consummating the Plan.

The Best Interests of Creditors Test.

The Plan Proponents believe the Best Interests of Creditors Test is also satisfied. To satisfy this test, each holder of a Claim or Interest in an impaired Class must either (i) accept the plan or (ii) receive or retain under the plan cash or property of value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

The Plan Proponents believe holders of Claims against and Interests in the Debtors will receive an equal or greater recovery under the Plan than they would in a chapter 7 liquidation. This is primarily because the Plan already provides for a liquidation, and a liquidation under chapter 7 would merely increase administrative costs.

Consummation of the Plan means the Debtors will avoid the costs and expenses of a chapter 7 liquidation, including the fees payable to a chapter 7 trustee and his or her professionals. The Cash available to Creditors would be reduced by the chapter 7 trustee's statutory fee, which is calculated on a sliding scale from which the maximum compensation is determined based on the total amount of moneys disbursed or turned over by the chapter 7 trustee. Bankruptcy Code Section 326(a) permits among other things reasonable compensation for a chapter 7 trustee based on distributions to creditors as follows:

Distribution Segment:	Compensation:
First \$5,000	Up to 25%
\$5,000 - \$50,000	Up to 10%
\$50,000 - \$1,000,000	Up to 5%
Thereafter	Up to 3%

The Plan Proponents believe that a chapter 7 trustee's professionals, including legal counsel and accountants, would add substantial administrative expenses that would also be entitled to be paid ahead of Allowed Claims against the Debtors. If the Plan is confirmed, the Liquidating Trustee will also be compensated and will be entitled to retain professionals. However, the Plan Proponents believe that the compensation that would be paid to a chapter 7 trustee pursuant to Bankruptcy Code Section 326(a) would exceed the compensation to be paid to the Liquidating Trustee because the Liquidating Trustee may retain professionals familiar with this bankruptcy case.

Additionally, the Plan Proponents believe that a chapter 7 liquidation could result in a significant delay in distributions. Pursuant to Bankruptcy Rule 3002(c), conversion of a chapter 11 case to chapter 7 will trigger a new bar date for filing claims against the Estate,

and that the new bar date will be more than 90 days after the chapter 11 case converts to chapter 7. Further delay and expense would be likely since the Creditors Rights Settlement would not be implemented, and the Bond Trustee and chapter 7 trustee) would likely spend time and significant legal costs reopening the many issues that the Challenge Rights Settlement resolves.

Nonconsensual Confirmation and Cramdown.

In the event that the Plan does not satisfy the Minimum Voting Threshold, the Bankruptcy Court nevertheless may confirm the Plan under the “cramdown” provisions of Bankruptcy Code Section 1129(b) if all of the other provisions of Bankruptcy Code Section 1129(a) are met.

In order to confirm the Plan over a dissenting impaired Class under Bankruptcy Code Section 1129(b), the Bankruptcy Court, must find that the Plan does not discriminate unfairly, and is fair and equitable with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the plan. For purposes of Bankruptcy Code Section 1129(b), a plan is “fair and equitable” with respect to a Class of unsecured creditors if, at a minimum, it satisfies the “Absolute Priority Rule.”

To satisfy the Absolute Priority Rule, a plan must provide that the holder of any Claim or Interest that is junior to the Claims of the dissenting Class will not receive or retain under the plan on account of such junior Claim or Interest any property unless the Claims of the dissenting Class are paid in full.

The Plan Proponents believe that the Plan will satisfy the Absolute Priority Rule because any non-accepting impaired Class will receive or retain payments or distributions, as the case may be, on account of their Claims or Interests, sufficient to permit full satisfaction of such Claims before junior Classes receive or retain any property on account of such junior Claims. The Plan satisfies the absolute priority rule specifically with respect to Class 4 because no Classes junior to Class 4 will receive or retain any property under the Plan.

ARTICLE IX **CERTAIN FACTORS TO BE CONSIDERED**

Certain Bankruptcy Considerations.

Although the Plan Proponents believe that the Plan will satisfy all requirements for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes. The Plan Proponents believe that the Bankruptcy Court should confirm the Plan without modification. There can also be no assurance that the conditions to the Effective Date will occur.

Risks Relating to Recoveries Under the Plan.

There are various risk factors that may affect recoveries under the Plan. Among such factors are a risk that the Plan might not be consummated, risk of an unfavorable outcome of legal matters and risk of recovery dilution by disputed Claims becoming Allowed Claims.

The recovery projections included in this Disclosure Statement are dependent upon certain matters, most of which are beyond the control of the Liquidating Trustee and some of which may well not materialize. Unanticipated events and circumstances occurring subsequent to the preparation of the projections may affect the actual recoveries. Therefore, the actual recoveries achieved by the Liquidating Trustee may vary from the projected recoveries included herein. These variations may be material.

ARTICLE X

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code. If converted, a trustee would be elected or appointed to liquidate any remaining assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recoveries of holders of Claims is set forth in **Article VIII**. The Plan Proponents believe that liquidation under chapter 7 would result in smaller distributions being made to holders of Allowed Claims because of (a) additional administrative expenses attendant to the appointment of a trustee, the trustee's employment of attorneys and other professionals and the trustee's distribution of funds to creditors, and (b) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation.

If the Plan is not confirmed, the Plan Proponents or any other party in interest could attempt to formulate a different plan under chapter 11 of the Bankruptcy Code. The Plan Proponents believe that the Plan enables holders of Claims to realize the most value under the circumstances. If the Plan is rejected, it is possible that an alternative chapter 11 plan could be proposed; it is likely, however, that such a plan would involve increasing administrative expenses and reducing distributions. In the event the Plan is not confirmed, the statements contained herein shall not be deemed to have been admissions by the Plan Proponents that may be introduced into evidence.

ARTICLE XI

CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

Generally.

The following discussion summarizes certain federal income tax consequences of the Plan to holders of Claims and Interests. This summary does not address the federal income tax consequences to holders whose Claims are paid in full, in Cash, or which are otherwise not impaired under the Plan.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS OR INTERESTS

MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH SUCH HOLDER. THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE THAT THE INTERNAL REVENUE SERVICE WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH THEIR OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THE PLAN.

THIS ARTICLE XI IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN, AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN.

Each holder of an Allowed Claim may recognize gain or loss upon receipt of such holders' distribution equal to the difference between the "amount realized" by such holder and such holder's adjusted tax basis in the Claim. The tax consequences to holders will differ and will depend on factors specific to each such Creditor, including but not limited to: (i) whether the holder's Claim (or a portion thereof) constitutes a Claim for principal or interest, (ii) the origin of the holder's Claim, (iii) the type of consideration received by the holder in exchange for the Claim, (iv) whether the holder is a United States person or a foreign person for tax purposes, (v) whether the holder reports income on the accrual or cash basis method, and (vi) whether the holder has taken a bad debt deduction or otherwise recognized a loss with respect to the Claim.

The Trusts are intended to each qualify as a "liquidating trust" as described in Treasury Regulations section 301.7701-4(d) and Revenue Procedure 94-45. As such, for federal income tax purposes, the Trusts are each intended to be treated as a grantor trust. The sole purpose of the Trusts are to liquidate and distribute the Trust Assets and the Trusts have no objective to continue or engage in the conduct of a trade or business.

No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan. No rulings or determinations of the U.S. Internal Revenue Service (the "**IRS**") or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding on the IRS or such other authorities. In addition, a significant amount of time may elapse between the date of this Disclosure Statement and the receipt of a final distribution under the Plan. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan.

Withholding and Reporting.

Payments of interest, dividends, and certain other payments may be subject to backup withholding unless the payee of such payment furnishes such payee's correct taxpayer

identification number (social security number or employer identification number) to the payor. The Liquidating Trustee may be required to withhold the applicable percentage of any payments made to a holder who does not provide a taxpayer identification number. Backup withholding is not an additional tax, but an advance payment that may be refunded to the extent it results in an overpayment of tax.

Circular 230 Disclaimer.

To ensure compliance with requirements imposed by the IRS we inform you that any U.S. federal tax information contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code of 1986, as amended or (ii) promoting, marketing or recommending to another party any transaction or tax matter(s) addressed herein.

ARTICLE XII
VOTING TO ACCEPT OR REJECT THE PLAN

Voting Requirements Under the Bankruptcy Code.

Pursuant to the Bankruptcy Code, a plan classifies claims and interests into classes, each consisting of creditors and interest holders having similar legal rights in relation to the debtor. Each class must then be classified as either “impaired” or “unimpaired” under a plan.

There are two ways a plan may leave a claim or interest “unimpaired.” First, a plan may leave the legal, equitable and contract rights of the holder of a claim or interest in that class unaltered. Second, a plan may cure all defaults and reinstate all of the terms of the obligations underlying the claim or interest. If a class is unimpaired, it is conclusively deemed to have voted in favor of the plan and is not entitled to vote to accept or reject the plan.

An impaired class of claims or interests that will receive no distribution under the plan is deemed to have voted against the plan and is not entitled to vote to accept or reject the plan.

If an impaired class of claims or interests will receive a distribution under the plan, each holder of a claim or interest in that class has the right to vote, as a class, to accept or reject the plan. A class of claims or interests accepts a plan if more than one-half in number of the ballots received from members of that class representing at least two-thirds of the amount of the claims or interests for which ballots are received vote to accept the plan.

If there is one or more impaired class under a plan, at least one impaired class must vote to accept the plan pursuant to Bankruptcy Code Section 1129(10).

As discussed more fully in **Section 3** of the Plan, holders of Claims in Classes 1 and 4 are Impaired and are entitled to vote to accept or reject the Plan. Holders of Claims in these Classes will receive a form of Ballot to be used in voting to accept or reject the Plan in addition to a copy of this Disclosure Statement and the Plan.

Procedures for Voting.

VOTING ON THE PLAN BY EACH HOLDER OF AN IMPAIRED CLAIM ENTITLED TO VOTE ON THE PLAN IS IMPORTANT. IF YOU HOLD CLAIMS IN MORE THAN ONE CLASS YOU MAY RECEIVE MORE THAN ONE BALLOT. YOU SHOULD COMPLETE, SIGN, AND RETURN EACH BALLOT THAT YOU RECEIVE.

In order for a holder's vote to be properly counted, the holder should complete the Ballot by (i) filling in the name of the holder for whom the Ballot is being submitted; (ii) indicating the total dollar amount of the Claim; (iii) marking in the space provided whether the holder votes to accept or reject the Plan; and (iv) having the Ballot signed by the holder or by an officer, partner, or other authorized agent of the holder. The Plan Proponents reserve the right to object to the allowance and/or allowable amount of any Claim set forth on a Ballot for purposes of voting and/or distributions under the Plan.

DETAILED INSTRUCTIONS REGARDING HOW TO VOTE ON THE PLAN ARE CONTAINED IN THE BALLOTS. IF YOU RECEIVED A BALLOT PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS.

IF NO HOLDERS OF CLAIMS ELIGIBLE TO VOTE IN A PARTICULAR CLASS VOTE TO ACCEPT OR REJECT THE PLAN, THE PLAN SHALL BE DEEMED ACCEPTED BY THE HOLDERS OF SUCH CLAIMS IN SUCH CLASS.

Mailing of Ballots.

Unless otherwise specified in the Ballot instructions, completed and signed Ballots should be sent to the voting agent as specified in the Procedures Order. Owners of Revenue Bonds that receive Ballots will receive special instructions with respect to Plan voting. In general, owners of Revenue Bonds may be directed to return completed Ballots to a broker, dealer or other nominee as specified in the instructions. Completed Ballots should not be sent directly to the Debtors or Plan Proponents. COMPLETED BALLOTS SHOULD BE SENT SO THAT THEY ARE RECEIVED NO LATER THAN **MARCH 15, 2018** AT 4:00 P.M. PREVAILING EASTERN TIME. UNLESS AGREED BY THE PLAN PROPONENTS, ANY BALLOTS RECEIVED AFTER THE ABOVE DATE WILL NOT BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN.

ARTICLE XIII
CONFIRMATION HEARING

By order of the Bankruptcy Court, a combined hearing on the adequacy of this Disclosure Statement and confirmation of the Plan has been scheduled for **March 20, 2018** at 11:00 a.m. eastern time, before the Honorable Austin Carter, Bankruptcy Judge, in the United States Bankruptcy Court for the Middle District of Georgia. The 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 adjourned hearing. Any objection to the adequacy of the Disclosure Statement or confirmation of the Plan must be made in writing and Filed with the clerk of the Bankruptcy Court on or before **March 15, 2018** at 4:00 p.m. eastern time.

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

At the Confirmation Hearing, the Bankruptcy Court must determine whether the requirements of Bankruptcy Code Section 1129 have been satisfied and, upon demonstration of such compliance, the Bankruptcy Court will enter the Confirmation Order.

ARTICLE XIV
CONCLUSION

The Plan Proponents believe that the Plan is in the best interests of all holders of Claims and Interests and urge holders of Claims entitled to vote to accept the Plan.

[signature pages follow]

February 14, 2018

**The Official Committee of Unsecured
Creditors**

By: /s/ John D. Elrod

Name: John D. Elrod

Title: One of its attorneys

February 14, 2018

U.S. Bank National Association, as Trustee

By: /s/ Ian A. Hammel

Name: Ian A. Hammel

Title: One of its attorneys

EXHIBIT D

One Financial Center
Boston, Massachusetts 02111
Tel.: 617-542-6000
Fax.: 617-542-2241

*Committee of
Unsecured Creditors*

*Counsel to U.S. Bank National Association,
as bond trustee and master trustee*

Dated: ~~January 30,~~February 14, 2018

INTRODUCTION AND PRELIMINARY STATEMENT

This Disclosure Statement is being distributed to all known Creditors of, and holders of Interests in, Oconee Regional Health Systems, Inc. (“**ORHS**”) and the eight related debtor affiliates of ORHS in the above-captioned proceedings. As set forth more fully below, the Official Committee of Unsecured Creditors appointed in these proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee for the Revenue Bonds described more fully below (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) have proposed a joint plan of reorganization for the resolution of outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, and to provide for distributions to Creditors holding Allowed Claims in the Chapter 11 Cases.

This Disclosure Statement has been prepared with respect to the Plan pursuant to Bankruptcy Code Section 1125 and is an important component of the Plan Proponents’ effort to obtain Bankruptcy Court approval of the Plan. Prior to soliciting acceptances of any proposed chapter 11 plan, Bankruptcy Code Section 1125 requires the preparation of a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the chapter 11 plan. For the reasons set forth in this Disclosure Statement, the Plan Proponents believe that confirmation and consummation of the Plan is in the best interests of Creditors and other parties in interest.

†THIS DISCLOSURE STATEMENT HAS BEEN APPROVED ON AN INTERIM BASIS BY THE BANKRUPTCY COURT IN ORDER FOR THE PLAN PROPONENTS TO BEGIN SOLICITATION OF VOTES ON THE PLAN AND TO COMBINE THE HEARINGS ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN. THE BANKRUPTCY COURT WILL CONSIDER APPROVAL OF THIS DISCLOSURE STATEMENT ON A FINAL BASIS AND CONFIRMATION OF THE PLAN ON MARCH ~~20~~, 2018 AT ~~11:00~~ ~~P~~A.M PREVAILING EASTERN TIME.†

As set forth more fully below, Creditors are asked to support the Plan and holders of **certain** Claims have been asked to complete and return Ballots reflecting affirmative votes for (or against) the Plan. Creditors that receive Ballots should take the time to vote on the Plan which, if confirmed, will affect their economic interests. Before casting any Ballot, it is important that you be informed about the nature of the Chapter 11 Cases, the Plan and their consequences.

Creditors should read this Disclosure Statement before deciding how to vote (if applicable) and to otherwise understand the terms of the Plan. The Plan Proponents believe this

Disclosure Statement provides adequate information to enable holders of Claims entitled to vote to make an informed decision on whether to vote to accept or reject the Plan. All information in this Disclosure Statement is provided for the purpose of soliciting acceptances of the Plan. The Plan Proponents urge you to review the Plan and consult with your own legal counsel, accountants, tax advisors, and other advisers.

This Disclosure Statement, the Plan and related Plan Documents are the only documents that have been prepared for Creditors and holders of Interests to consider in connection with the solicitation of votes on the Plan. No representations by any person concerning the Debtors are authorized other than as set forth in the Plan Documents and, if given or made, should not be relied on by you in arriving at your decision to accept or reject the Plan.

This Disclosure Statement contains important information concerning the Debtors' history and operations, Claims against the Debtors, and how Claims will be treated if the Plan is confirmed by the Bankruptcy Court. This Disclosure Statement also provides information regarding alternatives to the Plan.

The Plan Proponents cannot represent or warrant that the information herein is without error though reasonable efforts have been used in the preparation of this Disclosure Statement and it is believed to be accurate. The delivery of this Disclosure Statement will not under any circumstances imply that the information herein is correct as of any time after the date hereof. The information contained in this Disclosure Statement has not been subject to audit or independent review. This Disclosure Statement has not been approved by the Securities and Exchange Commission ("**SEC**") or any state securities regulator, nor has the SEC or any state regulator commented on the accuracy or the adequacy of the statements contained in this Disclosure Statement. Nothing contained herein is an admission of any fact or liability nor shall it be admissible in any proceeding involving the Plan Proponents or Debtors.

The chart below summarizes the treatment of Claims and Interests under the Plan. Please refer to **Section 2** and **Section 3** of the Plan for a more detailed description of the treatment of holders of Claims and Interests.

Class	Description	Treatment if Claim Allowed	Estimated Recovery if Claim Allowed
Unclassified	Administrative Claims	Unimpaired	100%
Unclassified	Fee Claims	Unimpaired	100%
Unclassified	Priority Tax Claims	Unimpaired	100%
Class 1	Bond Claims	Impaired	Recovery % contingent on liquidation process, including litigation recoveries
Class 2	Other Secured Claims	Unimpaired	100%
Class 3	Unsecured Priority Claims	Unimpaired	100%
Class 4	General Unsecured Claims	Impaired	Recovery % contingent on liquidation process, including litigation recoveries

Class 5	Subordinated Claims	Impaired	0%
Class 6	Interests in Debtors	Impaired	0%

The effectiveness of the proposed Plan is subject to material conditions precedent, some of which may not be satisfied or waived.

The deadline for Ballots casting votes to accept or reject the Plan is March ~~15~~, 2018 at 4:00 P.M. prevailing eastern time. To be counted, Ballots must actually be received by this date and time.

The record date for determining which Creditors may vote on the Plan is February ~~15~~, 2018.

By order of the Bankruptcy Court, a combined hearing on the adequacy of this Disclosure Statement and confirmation of the Plan has been scheduled for March ~~15~~, 2018 at ~~11~~:00 ~~pa~~.m. prevailing eastern time, before the Honorable Austin Carter, Bankruptcy Judge, in the United States Bankruptcy Court for the Middle District of Georgia. The 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 adjourned hearing.

Any objection to the adequacy of this Disclosure Statement or confirmation of the Plan must be made in writing and Filed with the clerk of the Bankruptcy Court on or before March ~~15~~, 2018 at ~~54~~:00 p.m. prevailing eastern time.

RECOMMENDATION: THE PLAN PROPONENTS RECOMMEND THAT HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN VOTE TO ACCEPT THE PLAN.

The Bankruptcy Code provides that only the Ballots of Creditors that actually vote on the Plan will be counted for purposes of determining whether the requisite acceptances have been attained. Any improperly completed or late Ballot will not be counted absent consent of the Plan Proponents.

This Disclosure Statement is divided into the following Articles:

Article	Subject Matter	Page Reference
I	Background	5
II	Overview of the Chapter 11 Cases	8
III	The Debtors' Assets and Liabilities	14
IV	Classification and Treatment of Claims and Interests	14 <u>15</u>
V	Implementation of the Plan	15 <u>16</u>
VI	Effects of Confirmation	20 <u>21</u>
VII	Retention of Jurisdiction; Miscellaneous Provisions	22 <u>23</u>

VIII	Requirements for Confirmation of a Plan	22 23
IX	Certain Factors to be Considered	24 25
X	Alternatives to Confirmation and Consummation of the Plan	25 26
XI	Certain Federal Income Tax Consequences of the Plan	25 26
XII	Voting to Accept or Reject the Plan	27 28
XIII	Confirmation Hearing	28 29
XIV	Conclusion	29 30

Capitalized terms used but not defined in this Disclosure Statement or in the Bankruptcy Code have the meanings specified in the Plan. Unless otherwise specified, the rules of construction described in **Section 1.B.** of the Plan apply to this Disclosure Statement.

[Disclosure Statement continues on the following page]

ARTICLE I BACKGROUND

The following background regarding the Debtors is drawn exclusively from (i) the “*Declaration of Steven M. Johnson in Support of First Day Motions and Related Relief*” [docket no. 2 in the Chapter 11 Cases] (the “**Johnson Declaration**”); (ii) the “*Debtors’ Motion Pursuant to 11 U.S.C. §§ 105, 361, 362, 364 and 507 for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing and Use Cash Collateral; (II) Granting Liens and Super-Priority Claims; and (III) Modifying the Automatic Stay*” [docket no. 10 in the Chapter 11 Cases] (the “**DIP Financing Motion**”); and (iii) the Debtors’ publicly available audited financial reports.

The Debtors’ Business.

The Debtors historically operated healthcare businesses in Milledgeville, Georgia and surrounding communities, including a not-for-profit acute care hospital with 140 licensed beds.

The Debtors’ hospital business was founded in 1957 and operated by Baldwin County, Georgia until 1997, when Debtor Oconee Regional Medical Center, Inc. (“**ORMC**”) was incorporated to lease the facility from the Baldwin County Hospital Authority (“**Authority**”). Under that lease, substantially all assets and liabilities associated with the hospital were transferred to ORMC.

As of the Petition Date, the Debtors ran the only acute-care hospital within a 30-mile radius, and the largest hospital in the approximately 4,400 square mile area between Macon, Augusta and Atlanta Georgia. The Debtors’ services included a 24/7 emergency room, an ICU, MRI, CT and imaging services, obstetrics, pediatrics, physical therapy, speech therapy, and surgical services. The Debtors provided specialty programs in ear, nose and throat, gastroenterology, neurology, oncology, ophthalmology, orthopedics, pulmonology and urology.

In the twelve months prior to the Petition Date, the Debtors had approximately 2,600 inpatient admissions, over 33,000 emergency room visits and over 2,100 skilled nursing patient days. As of the Petition Date, the Debtors operated three outpatient clinics. As of the Petition Date, the Debtors had approximately 500 employees with an average tenure of 8.5 years. The Debtors’ workforce was non-union.

Jasper Health Services, Inc.

The Debtors’ corporate family also includes Jasper Health Services, Inc. (“Jasper”). Jasper is not a debtor in these proceedings. Jasper operates its own 17-bed critical access hospital (Jasper Memorial Hospital) and a 55-bed skilled nursing facility (The Retreat) in Monticello, Georgia. Steven M. Johnson, the Debtors’ interim chief executive officer, was a member of the board of directors of Jasper. Certain of the Debtors’ directors were also members of Jasper’s board of directors.

Both prior to and during the Chapter 11 Cases, Jasper received services and benefits at the Debtors' expense. The Debtors have asserted that there are Causes of Action against Jasper and possibly others relating to those, and other, events.

The Debtors' Prepetition Capital Structure.

As of the Petition Date, the Debtors' primary long term debt related to Revenue Bonds issued in 1998 and 2016 to support the Debtors' businesses. In August 1998, the Authority issued \$24,735,000 in Revenue Bonds. In June of 2016, the Authority issued a second series of Revenue Bonds in the amount of \$7,250,000.

Debtor ORMC is an obligor on the Bonds and Debtors ORHS, Oconee Regional Health Ventures ("**ORHV**"), and Oconee Regional Health Services, Inc. ("**ORH Services**") delivered pre-petition guarantees of the Series 1998 and Series 2016 Bonds. Debtors ORMC, ORHS, ORHV and ORH Services and the Authority granted liens and security interests to the Bond Trustee as security for the Revenue Bonds, providing as collateral (i) the real property and improvements that comprise the Facility; (ii) revenues and accounts receivable; (iii) general intangibles, contracts and licenses; (iv) equipment, inventory and other tangible personal property; and (v) all proceeds of the foregoing. The remaining Debtors did not have pre-petition obligations under the Revenue Bonds.

As of the Petition Date, the Bond Trustee's records reflected Claims for: (i) unpaid principal on the 1998 Revenue Bonds in the amount of \$21,510,000; (ii) unpaid principal on the 2016 Revenue Bonds in the amount of \$7,250,000; (iii) accrued but unpaid interest on the Revenue Bonds; and (iv) accrued and unpaid fees and expenses of the Bond Trustee and its professionals (collectively, the "**Bond Claims**").

Events Leading to the Commencement of the Chapter 11 Cases.²

The Chapter 11 Cases are the culmination of longstanding financial challenges affecting the Debtors. In the years preceding the Petition Date, the Debtors and their affiliates experienced prolonged financial distress. Publicly posted audited financial statements for the Debtors reported the following annual financial results in the five full fiscal years leading up to the chapter 11 filing:

Fiscal Year ending:	Net Operating Income (Loss):
September 30, 2016	(\$5.88 million)
September 30, 2015	(\$7.85 million)
September 30, 2014	(\$9.40 million)
September 30, 2013	(\$6.78 million)
September 30, 2012	(\$2.68 million)
Total 5 Year Operating Losses:	(\$32.59 million)

² The Committee, on behalf of the Estates, reserves all rights regarding the allegations made by the Debtors in their pleadings, and does not concede that these are the sole or exclusive causes of the Debtors' financial challenges. The Committee, on behalf of the Estates, further reserves all other rights.⁺

In pleadings Filed in the Chapter 11 Cases, the Debtors cited the following as contributing to these financial challenges:

(a) The Debtors' service area contains large Medicare and Medicaid populations. This subjected the Debtors to unfavorable reimbursement rates for many services provided to patients;

(b) The Debtors provided millions of dollars in care to uninsured patients without reimbursement. This was exacerbated when the State of Georgia did not elect to take part in the Medicaid expansion program under the federal Affordable Care Act, which would have provided at least some reimbursement for services provided to many of these patients;

(c) A national trend of hospital consolidation, with larger, better capitalized operators taking over or opening newer, more modern hospitals. Patients that might have otherwise used the Debtors for care instead used larger, newer hospitals, with (perceived) better equipment or larger range of services;

(d) The Debtors were unable to establish a cardiology program, or expand their gastroenterology program, due to a chronic lack of doctors in these specialties, resulting in the Debtors' loss of substantial revenue opportunities;

(e) The Debtors were unable to raise funds for capital intensive projects;

(f) There were a series of changes in senior management. There were long-standing differences of opinion among senior management and the medical staff over the strategic direction of ORMC and its affiliates, leading to a loss of vision, failed initiatives, and diversion of attention from long-term projects.

The Debtors completed two "reductions in labor force" in 2015. Matching contributions to employee retirement plans were curtailed or eliminated. The Debtors closed the Oconee Primary Care Center (a part of Debtor ORHV), which had lost over \$315,000 in its last year of operation. Prior to the Petition Date, Debtors ORH Services, Oconee Regional Emergency Medical Services, Inc., Oconee Regional Senior Living, Inc., and ORHV Sandersville Family Practice, LLC, ceased business operations completely. These and other changes were not sufficient to stabilize the Debtors' business.

By late 2015 the Debtors were in default on the 1998 Revenue Bonds. In December of 2015, the Debtors engaged Houlihan Lokey Capital, Inc. ("**Houlihan Lokey**") as investment banker to consider alternatives that might be available to help the Debtors continue their mission. The Debtors also retained Grant Thornton LLC ("**Grant Thornton**") to provide financial advisory services.

Houlihan Lokey and Grant Thornton assisted the Debtors' management with the identification and evaluation of potential strategic alternatives, including a status quo strategy, a stand-alone restructuring, or affiliation process. These professionals also assisted management with the development of financial performance projections for fiscal years 2016 through 2020.

These projections showed continuing cash losses and an inability to meet debt service funding obligations. At the conclusion of this analysis, the Debtors' board of directors directed Houlihan Lokey to contact third parties and solicit interest for an affiliation through a sale, partnership, or management agreement for all or any combination of the Debtors' operations.

Houlihan Lokey developed a list of fifty-six (56) potential transaction prospects. The list of potential transaction prospects included both "strategic buyers" (companies that already operate in the healthcare field) and on "financial buyers" (*i.e.*, private equity funds and other institutional buyers). Of the fifty-six (56) parties contacted, twenty-six (26) executed a confidentiality agreement to undertake due diligence. The Debtors established an on-line "data room" with documents about the Debtors' financial and operational performance, legal status and associated issues, and related information. The Debtors received eight (8) initial indications of interest in May 2016: five (5) proposing an acquisition/sale transaction and three (3) proposing a management agreement structure. Of this group, four (4) parties took part in on-site management presentations in June of 2016.

During the balance of 2016, the Debtors continued advanced negotiations with three transaction prospects, seeking to arrive at an acquisition that would repay the Revenue Bonds, assume the outstanding trade debt, and allow the Debtors to avoid a chapter 11 proceeding.

Two of the three remaining transaction prospects withdrew from the Debtors' process in late 2016. The Debtors accordingly selected the remaining transaction prospect, Ontario, California-based Prime Healthcare Services ("**Prime**") as their affiliation partner. The Debtors negotiated the terms of an asset purchase agreement (the "**Agreement**") with Prime, though in the absence of competition from other transaction prospects, the Agreement contemplated the acquisition of substantially all of the Debtors' operating Assets for consideration including \$12 million of cash and required the commencement of the Chapter 11 Cases as a condition to the transaction.

ARTICLE II

OVERVIEW OF THE CHAPTER 11 CASES

Overview of Chapter 11.

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for similarly situated creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code's "absolute priority" rule. The "absolute priority rule" sets distribution priorities and governs how chapter 11 plans treat different classes of dissimilarly situated creditors and equity interest holders.

Commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of a debtor as of the bankruptcy commencement date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor-in-possession."

Consummating a plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a chapter 11 plan binds the debtor, any person acquiring property under the chapter 11 plan, any creditor or equity interest holder of the debtor and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a chapter 11 plan enjoins creditors of a debtor from taking any action to collect on any debt that arose prior to the confirmation of the chapter 11 plan and provides for the treatment of such debt in accordance with the terms of the confirmed chapter 11 plan.

Significant Events During the Chapter 11 Cases.

Below is a summary of certain significant events that occurred in and during the Debtors' Chapter 11 Cases.

1. First Day Motions and Orders.

As is typical in a chapter 11 filing, the Debtors filed motions on and immediately after the Petition Date requesting various relief to facilitate their transition into bankruptcy. In May and June 2017, the Bankruptcy Court entered the following orders, among others, in relation to these matters:

- (a) An order directing joint administration for the Debtors' nine (9) related bankruptcy cases;
- (b) An order authorizing the Debtors to maintain a consolidated mailing matrix to ensure that Creditors of multiple Debtors only receive a single notice of those items which must be served on all Creditors of the Debtors;
- (c) An order authorizing the Debtors to maintain existing bank accounts and business forms and continue their existing cash management system;
- (d) An order authorizing the Debtors to maintain insurance policies and programs to provide ongoing coverage regarding general liability, professional liability, directors and officers liability, workers' compensation, commercial automobile and property insurance;
- (e) An order authorizing the Debtors to pay employee wages and benefits that remained unpaid as of the Petition Date;
- (f) An order prohibiting utilities from altering, refusing or disconnecting services;
and
- (g) An order authorizing the Debtors to refund undisputed overpayments and deposits paid by patients.

2. Appointment of the Committee, Bar Date for Pre-Petition Claims.

As is typical in chapter 11 filings, the Office of the United States Trustee appointed the Committee as an official committee of unsecured Creditors on May 16, 2017. The Committee selected the firm Greenberg Traurig, LLP as its primary counsel.

By Order dated May 18, 2017, the Bankruptcy Court set July 31, 2017 as the general deadline for persons other than governmental units to file pre-petition claims and claims pursuant to Bankruptcy Code Section 503(b)(9) against the Debtors and August 31, 2017 as the deadline for governmental units to file pre-petition claims against the Debtors. As of the date of this Disclosure Statement, approximately 800 Claims have been filed against the Debtors or otherwise appear on the Debtors' Schedules.

3. Debtor in Possession Financing.

As part of the Chapter 11 Cases, the Debtors also filed the DIP Financing Motion, requesting authority to borrow up to \$5,000,000 in the form of new Series 2017 Revenue Bonds and authority to continue to use cash that serves as collateral for the Revenue Bonds. As of the Petition Date, the Debtors did not have sufficient Cash to sustain ongoing business losses while the Debtors pursued the sale of their Assets. The DIP financing was intended to bridge this financial need pending the consummation of the sale.

On May 12, 2017 and June 12, 2017, the Bankruptcy Court entered interim and final orders authorizing the Debtors to borrow funds pursuant to this facility. The Debtors' obligations under the DIP financing facility were secured by liens on substantially all of the Debtors' assets. Through a series of draw requests between the Petition Date and September 2017, the Debtors borrowed approximately \$4.65 million in the aggregate under the DIP facility. The DIP facility was paid in full in Cash from a portion of the proceeds received in the asset sale described more fully below.

4. The Sale of the Debtors' Operating Assets.

The Debtors commenced the Chapter 11 Cases for the primary purpose of consummating a sale of their operating Assets. As indicated elsewhere in this Disclosure Statement, the Debtors selected Prime as their affiliation partner before commencing the Chapter 11 Cases and entered into an Agreement contemplating the acquisition by Prime of substantially all of the Debtors' operating Assets for consideration including \$12 million of cash. The Agreement with Prime contemplated further marketing of the Debtors' Assets during the Chapter 11 Cases to ascertain whether another transaction prospect would present a higher or better offer for the same Assets through a Court-supervised sale process.

On May 11, 2017, the Debtors filed their "*Motion for Orders Approving (I) (A) Bid Procedures, (B) Procedures for Notice Relating to the Assumption and Assignment of Certain Executory Contracts and Unexpired Licenses and Leases, (C) Break Up Fee and Expense Reimbursement, and (D) the Debtors' Assumption of the Consulting Agreement with Prime Healthcare Management, Inc.; and (II) (A) Asset Purchase Agreement, (B) the Sale of Substantially all of the Debtors' Assets Outside the Ordinary Course of Business, Free and Clear of all Liens, Claims, Encumbrances and Interests, (C) Assumption and Assignment of*

Certain Executory Contracts and Unexpired Licenses and Leases, and (D) Waiver of the 14-Day Stay of Fed. R. Bankr. P. 6004(h) and 6006(d)” requesting that the Bankruptcy Court enter an order establishing procedures to solicit higher or better offers for the Assets the Debtors were otherwise agreeing to sell to Prime (the “***Sale Motion***”). On May 26, 2017, the Bankruptcy Court entered its order approving sale procedures in connection with the Sale Motion (the “***Sale Procedures Order***”). In connection with the Sale Motion, the Court approved the Debtors’ continued retention of Houlihan Lokey to manage the sales effort.

The Debtors market-tested the terms of the Prime offer for the Debtors’ operating Assets during the Chapter 11 Cases. After the Petition Date, several potential transaction prospects expressed interest in acquiring some or all of the Debtors’ Assets. However, the Debtors received bids from just two potential transaction partners through this process – Prime’s existing offer and a bid from Macon, Georgia-based Navicent Health (“***Navicent***”). The Debtors conducted an auction in Atlanta, Georgia on June 29, 2017 based on these proposals. At the auction, Prime did not improve its original offer for the Debtors’ operating Assets on the terms of the Agreement. At the conclusion of the auction, the Debtors accepted an offer from Navicent as the highest and best offers for the Assets. Navicent’s bid included cash consideration in the amount of \$12.2 million, plus an amount necessary to cover certain bid protections payable to Prime under the terms of the Sale Procedures Order.

The Bankruptcy Court held a sale hearing on June 30, 2017 and approved the sale to Navicent. On July 6, 2017, the Bankruptcy Court entered a formal order approving the sale. The sale to Navicent was substantially consummated on ~~September 29,~~October 1, 2017. In connection with the consummation of the sale to Navicent, the Debtors retired the DIP facility using a portion of the proceeds from the Navicent sale.

5. Block Litigation.

On November 29, 2017, Deborah Block, a former employee of the Debtors, and her husband, Jeffrey Block, filed a civil action in the U.S. District Court for the Middle District of Georgia against Debtors, Jasper, Navicent Health, Inc., Navicent Health Oconee, LLC, and Oconee Regional Healthcare Foundation, Inc. seeking a determination of the Blocks’ entitlement, if any, to COBRA health insurance coverage. See *Block v. Oconee Regional Medical Center, Inc., et al.*, Case No. 5:17-cv-00470 (M.D. Ga. Nov. 29, 2017). The defendants in that suit dispute the Blocks’ claims for coverage. The suit is still pending as of the date of this Disclosure Statement. Resolution of the suit may affect recoveries under the Plan.

6. ~~5.~~ Exclusivity.

Bankruptcy Code Section 1121 provided for a period of 120 days after the Chapter 11 Cases were commenced when the Debtors had the exclusive right to file and then solicit votes on a chapter 11 plan. After extensions, the Debtors agreed to modify the “exclusivity” in December 2017 to permit the Committee and Bond Trustee to also propose bankruptcy plans. The Court approved this modification in December 2017.

7. ~~6.~~ The Challenge Rights Settlement.

A significant issue in the Chapter 11 Cases involved disputes between the Committee and Bond Trustee concerning the extent and priority of the liens and claims associated with the Revenue Bonds.

The Bond Trustee asserted in the Chapter 11 Cases that all of the Assets of all of the Debtors and their Estates and all proceeds thereof are either collateral for the Bond Claims and/or subject to superpriority administrative claims for the benefit of the Bond Trustee and the Bond Claims. The Committee disputed these assertions. The Committee asserted, without limitation, that a material portion of the Assets are not subject to the Bond Trustee's claims or liens, that the Assets not subject to the Bond Trustee's claims or liens have material value, and that the Bond Trustee's liens in certain of the Assets may not be perfected. The Committee also disputed the Bond Trustee's assertions that it is entitled to superpriority administrative claims, and asserted that various Assets should otherwise be made available to Creditors and stakeholders in the Chapter 11 Cases other than the Bond Trustee on equitable and other grounds.

The Committee has standing to dispute the Bond Claims and Bond Trustee's related assertions pursuant to the Final DIP Order. The Debtors previously provided the Bond Trustee, all holders of the Revenue Bonds and their respective attorneys, officers, directors, and employees (in their capacities as such) a broad release, as specified in and approved by the Final DIP Order. That release was conditioned however on terms reserving the Committee's rights to investigate the Bond Trustee's claims and liens against the Debtors and their Estates, and to, notwithstanding the release, commence a contested matter or adversary proceeding to challenge the amount, validity, extent, enforceability, perfection, or priority of the Bond Claims or the Bond Trustee's liens in respect thereof, or otherwise assert any claims or causes of action that may exist for the benefit of the Debtors' Estates against the Bond Trustee and/or holders of the Revenue Bonds (the "**Challenge Rights**").

After a multi-month Challenge Rights investigation by the Committee, and a multi-month arms-length negotiation process between the Committee and Bond Trustee concerning the Bond Claims and the Challenge Rights, the Committee and Bond Trustee reached a settlement and compromise with respect to the Bond Claims and Challenge Rights.

The settlement reflects, in part, the Committee's and Bond Trustee's recognition of the complexity of the factual and legal issues associated with the Bond Claims and Challenge Rights, the time cost and delay that a contested resolution of these issues might entail, and the limited extent and value of the Assets that may be available for distribution in the Chapter 11 Cases in relation to the overall Creditor pool, regardless of whether the Assets are allocated to the Bond Claims or are instead made available to the Debtors' Estates and other stakeholders.

The Committee and Bond Trustee memorialized the settlement terms in the settlement agreement (the "**Settlement Agreement**") attached to the Plan as **Exhibit A**. The Settlement Agreement provides for:

(a) the creation of an Asset Pool from a material portion of the Assets for the benefit of the Debtors' Estates and stakeholders in the Chapter 11 Cases;

(b) the funding of that Asset Pool, with the remaining Assets to be applied by the Bond Trustee to the Bond Claims as provided by the Final DIP Order; and

(c) the Committee's and Bond Trustee's agreement to work cooperatively toward a cost efficient wind-down of the Chapter 11 Cases.

Generally, the Asset Pool consists of three broad types of assets:

- *First*, certain Cash that remains in the Chapter 11 Cases, including (a) a portion of the proceeds realized when the Debtors sold their acute care hospital and related assets to Navicent as part of the Chapter 11 Cases (the "***Navicent Sale Proceeds***"); and (b) certain funds the Debtors continue to hold as cash collateral pursuant to the Final DIP Order;
- *Second*, an initial portion of the proceeds to be realized from the disposition of certain of the Debtors' non-cash Assets, including without limitation certain litigation claims; and
- *Third*, the potential for additional amounts realized from the disposition of any of the Debtors' Assets once cumulative distributions on the Bond Claims through the Settlement Agreement reach \$7,325,000 (approximately twenty-five percent of the dollar amount of the Bond Claims as of the Petition Date). If this recovery level on the Bond Claims is reached, 12.5% of all amounts thereafter available for distribution from the Debtors' Estates on account of prepetition claims will be allocated to the Asset Pool.

The Asset Pool is described in more complete detail in the Plan and the Settlement Agreement.

The proposed Settlement Agreement provides that the Bond Claims shall be Allowed secured claims against the Debtors in the amount of \$29,318,651.40, which claims shall not be subject to offset, recoupment, deduction, counterclaim or objection of any kind or nature by any entity. The Settlement Agreement also provides that Assets not part of the Asset Pool shall be remitted to the Bond Trustee at the times and in the amounts specified by the Settlement Agreement and applied by the Bond Trustee pursuant to the Bond Documents.

The Settlement Agreement includes the following release by the Committee:

"Subject to and effective upon the occurrence of the Effective Date, the Committee for itself and any successor to the Challenge Rights or any substantively similar rights shall be deemed to have forever released, discharged, waived and abandoned any and all claims, whether direct or representative, (including, but not limited to, any claim based on Challenge Rights and any Avoidance Action brought by or on behalf of Debtors or their Creditors), rights, demands, suits, matters, issues or causes of action, whether known or unknown, whether based on federal, state, local statutory or common law, rule or regulation, by contract or in equity, and whether directly, representatively or in any other capacity, that it may have, as of the date of this Agreement, against the Bond

Trustee, all holders of the Revenue Bonds (“**Holders**”) and each of their respective present and former parents, subsidiaries, affiliates, divisions, successors, transferees, partners, principals, officers, directors, employees, agents, attorneys, and assigns (in each case, solely in their capacities as such) (collectively, the “**Released Parties**”), arising from, in any way based upon or in any way related to the following: the negotiation, entry into or performance of this Agreement, the Bond Claims, the Challenge Rights, the Bond Documents, the Released Parties’ conduct whether prior to or during the Chapter 11 Cases, and any claim and/or interest arising under or in connection with the Assets (collectively, the “**Released Claims**”). Notwithstanding the foregoing (a) nothing herein is intended to nor shall release any claims the Committee, the Debtors or their Estates may have against any person other than Released Parties and all such claims are expressly reserved by the Committee, the Debtors or their Estates; (b) the releases granted to Holders herein are expressly limited to only claims against Holders arising from or related to their holding and ownership of the Revenue Bonds and interactions with the Debtors and their Estates as Holders of Revenue Bonds and expressly do not include any other claims or causes of action which the Committee, the Debtors or their Estates may have against any Holder, whether known or unknown, including, by way of example and not limitation, avoidance actions unrelated to transfers or payments made in connection with the Revenue Bonds, breach of contract claims for contracts other than the Revenue Bonds, and tort or other claims related to acts other than the ownership or holding of Revenue Bonds and (c) nothing herein shall limit the rights of the Parties to enforce the terms of this Agreement.”

On November 28, 2017, the Committee and Bond Trustee filed their “*Joint Motion of Official Committee of Unsecured Creditors and Bond Trustee, Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, for Approval of Settlement*” seeking Court approval of the Settlement Agreement (the “**Settlement Motion**”). The Court thereafter scheduled a merits hearing on the Settlement Motion for December 28, 2017.

After ongoing consultation with the office of the United States Trustee and the Debtors and their professionals, and a status conference with the Bankruptcy Court on December 18, 2017, the Committee and Bond Trustee agreed to use the Plan to implement the Challenge Rights Settlement. [The Settlement Motion has been continued while the Plan Proponents pursue confirmation of the Plan.](#)

8. ~~7.~~ **Administrative Claims Bar Date.**

In January 2018 the Debtors’ requested and the Court established February 20, 2018 as the general deadline to file requests for allowance of Administrative Claims arising on or before December 31, 2017. The Plan Proponents expect that given the completion of the sale of the Debtors’ operating Assets as described in this Disclosure Statement, the overwhelming majority of potential Administrative Claims in the Chapter 11 Cases accrued on or before December 31, 2017.

ARTICLE III **THE DEBTORS' ASSETS AND LIABILITIES**

As of the filing of the Plan, the Assets of the Debtors' Estates consist primarily of approximately \$6.29 million of Navicent Sale Proceeds, approximately \$3.09 million of Existing Debtor-Held Funds, Causes of Action (including Avoidance Actions, General Litigation Claims, Jasper Claims), and potential recoveries from the Insurance Cell. Causes of Action may include, without limitation, claims based on the Debtors' prepetition and postpetition relationship with Jasper against Jasper, members of Jasper's board, and officers, directors and employees of the Debtors. The value of the Debtors' non-cash Assets is believed to be material but that value has not been determined at this time.

The estimated anticipated unpaid liabilities of the Debtors as of the date of this Disclosure Statement based on information received from the Debtors and their professionals include the following:

Administrative Claims	[TBD]
Fee Claims	\$600,000 - \$1.2 million
Priority Tax Claims	Undetermined
Bond Claims	\$29.3 million
Other Secured Claims	Undetermined
Unsecured Priority Claims	\$0 - \$200,000
General Unsecured Claims	\$3.0 - \$5.0 million, excluding Deficiency Claims

As noted, the Bankruptcy Court has established a February 20, 2018 Administrative Claims bar date for Administrative Claims arising on or before December 31, 2017. It is anticipated that this bar date will provide more information about the potential pool of Administrative Claims prior to the hearing on the Plan.

The foregoing reflect that material, and possibly severe, impairment of Claims is probable under any liquidation and distribution that occurs in the Chapter 11 Cases.

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

Under the Plan, Claims against, and Interests in, the Debtors are divided into "Classes of Claims" or "Classes of Interests" according to their relative priority under the Bankruptcy Code and other criteria. Although the Plan is divided into classes, the Plan does not seek to allow any Claim or any particular Claim holder's entitlement to distributions under the Plan unless specifically set forth in the Plan. Bankruptcy Code Section 1123 requires that a plan of reorganization classify the Claims of a debtor's creditors (other than certain Claims, including expenses of administration and priority taxes) and the Interests of its Interest holders. The Bankruptcy Code also provides that, except for certain Claims classified for administrative convenience, a plan of reorganization may place a Claim of a creditor or an Interest of an Interest holder in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests in such Class. The Plan Proponents believe they have classified all Claims

and Interests in compliance with the requirements of Bankruptcy Code Section 1123. If a holder of a Claim or Interest challenges such classification and the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, then the Plan Proponents intend to make such reasonable modifications to the classification of Claims or Interests under the Plan as may be required by the Bankruptcy Court for confirmation. Except to the extent that such modification or classification adversely affects the treatment of a holder of a Claim or Interest and requires re-solicitation, acceptance of the Plan by any holder of a Claim pursuant to this solicitation will be deemed to be a consent to the Plan's treatment of such holder regardless of the Class to which such holder is ultimately deemed to be a member. Except as specifically provided for in the Plan or Bankruptcy Code Section 506(b), the Plan contemplates that interest, fees, costs or charges shall not accrue on Claims and no holder of a Claim shall be entitled to interest, fees, costs or charges accruing on or after the Petition Date on any Claim.

A table is set forth in the Introduction above that summarizes the classification and treatment of Claims in the Chapter 11 Cases. Specific information concerning the classification of Claims and Interests and distributions thereon is set forth in **Section 2**, **Section 3** and **Section 8** of the Plan. Those provisions are incorporated herein by this reference.

ARTICLE V

IMPLEMENTATION OF THE PLAN

General.

The Plan includes customary provisions for implementation, including, without limitation the following:

- (a) Funding for the Plan based generally on the Debtors' Assets that are Cash and proceeds from the sale or other disposition of the Debtors' non-cash Assets in a manner consistent with the Challenge Rights Settlement;
- (b) The continued existence of the Debtors for limited purposes associated with the implementation of the Plan;
- (c) The retention of all Causes of Action, including Avoidance Actions, General Litigation Claims and Jasper Claims;
- (d) The preservation of insurance-related rights and claims;
- (e) The continued existence of the Committee as a post-effective date committee until distributions on Unsecured Claims are completed; and
- (f) The closing of the Chapter 11 Cases.

The Appointment of a Liquidating Trustee, Establishment of Trusts.

The Plan contemplates the appointment of a Liquidating Trustee who will be charged with the implementation of the Plan and the establishment of two trusts in connection with these matters. The first trust, the Liquidation Trust, will be established to hold all of the Assets. The

second trust, the Private Action Trust, will be established to hold, prosecute and liquidate claims that certain Creditors may have against third parties related to the Debtors.

Creditors are encouraged to consider contributing claims they may have against third parties related to the Debtors to the Private Action Trust by completing and signing the Private Action Trust Election Form that is **Exhibit A**. The Private Action Trust is intended to collect possible causes of action that relate to the Debtors' business activities but may involve challenges because there may be dozens or hundreds of Creditors with similar claims against the same parties, but who do not have the ability to organize themselves and/or the means to fund the litigation. The Plan addresses these challenges and complications by providing for the establishment of the Private Action Trust. The only claims that will be contributed to the Private Action are those defined as Non-Estate Causes of Action in the Plan. In summary, these are claims arising from matters involving the Debtors against (i) any former officer, director, member, shareholder or employee of one of the Debtors, (ii) against a person that did business with any Debtor, and (iii) against professionals that provided services to Debtors. Electing Creditors will receive a majority of any net recoveries on account of contributed claims. If you wish to voluntarily make the Private Action Trust Election, the information in **Exhibit A** must be completed and ~~this~~**the** Private Action Trust Election must be signed and returned in the enclosed envelope to the voting agent described in the Procedures Order so that it is received by March ~~—~~, 15, 2018 at 4:00 pm prevailing eastern time in order for the Private Action Trust Election to be valid and effective. All of the contributed claims will then be assessed, prosecuted (to the extent it is feasible and advisable to do so) and liquidated via settlement or judgment by the Liquidating Trustee. Claims may, at the option of the Liquidating Trustee, be asserted by the Liquidating Trustee or, through a power of attorney, in the name of the Electing Creditor. **DO NOT MAKE THE PRIVATE ACTION TRUST ELECTION IF YOU WISH TO RETAIN YOUR NON-ESTATE CAUSES OF ACTION.**

The Confirmation Order shall provide for the appointment of the Liquidating Trustee. The Plan Proponents shall identify the Liquidating Trustee and his compensation terms as part of the Plan Supplement. The Liquidating Trustee shall be a third-party non-affiliate of the Debtors with experience liquidating healthcare chapter 11 cases. The Liquidating Trustee shall be deemed the Estates' representative in accordance with Bankruptcy Code Section 1123 and shall have all powers, authority and responsibilities specified in the Plan and the Trust Agreements, including, without limitation, the powers of a trustee under Bankruptcy Code Sections 704, 108 and 1106 and Rule 2004 of the Bankruptcy Rules (including commencing, prosecuting or settling causes of action, enforcing contracts, and asserting claims, defenses, offsets and privileges), to the extent not inconsistent with the status of the Trusts as "liquidating trusts" for federal income tax purposes within the meaning of Treasury Regulation 301.7701-4(d). As set forth more fully in the Plan, the Liquidating Trustee shall be responsible for the liquidation of the remaining Assets for the benefit of Creditors in accordance with Bankruptcy Code Section 1123(a)(5) and 1129(a)(16), administration of the Plan and the wind-down of the Debtors and their Estates post-Effective Date. On the Effective Date, each member of the Debtors' Boards of Directors and their officers shall be deemed to have resigned, each board member and officer shall have no ongoing decision-making role with respect to the Debtors, and the wind down of the Debtors shall become the general responsibility of the Liquidating Trustee.

On the Effective Date, (i) the Trusts, on the terms of the Trust Agreements, shall be formed, (ii) the Liquidating Trustee shall execute the Trust Agreements, (iii) the Trust Agreements shall be effective, (iv) the Liquidating Trustee shall be authorized to implement the Trusts, (v) the Assets shall be transferred to the Liquidation Trust, and (vi) the Contributed Non-Estate Causes of Action shall be contributed to the Private Action Trust. The Trust Agreements shall contain provisions customary in comparable circumstances. The Trusts shall be established for the sole purpose of liquidating and distributing Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Consistent with requirements imposed by the IRS, all parties shall treat the Trusts as liquidating trusts for all federal income tax purposes. Neither the Liquidation Trust nor the Private Action Trust shall be deemed to be the same legal entity as any of the Debtors. There shall be a total of one million (1,000,000) units of Liquidation Trust Beneficial Interests allocated to all holders of Allowed Claims, in a manner that permits them to receive the treatment specified by the Plan. There shall be a total of one million (1,000,000) units of Private Action Trust Beneficial Interests. The Liquidation Trust shall receive 25% or 250,000 units of Private Action Trust Beneficial Interests and the remaining Private Action Trust Beneficial Interests will be allocated to Electing Creditors, in return for their Contributed Non-Estate Causes of Action, ratably based upon the amount of the Allowed Claims held by each Electing Creditor in relation to the aggregate total of the Allowed Claims of all Electing Creditors. Beneficial interests in the Trusts shall be non-transferrable except by will or under the laws of descent and distribution. If there is a recovery on account of a Cause of Action that is asserted by both the Liquidation Trust and the Private Action Trust, and the recovery is not allocated by a Final Order, the recovery shall be allocated 2/3 to the Liquidation Trust and 1/3 to the Private Action Trust. Each Trust shall terminate after its liquidation, administration and distribution of applicable Trust Assets in accordance with the Plan and its full performance of all other duties and functions set forth herein or in the Trust Agreements, ***provided*** each Trust shall terminate no later than the fifth (5th) anniversary of the Effective Date unless the Liquidating Trustee, for good cause, seeks an extension of one or both of the Trusts.

Preservation of Causes of Action.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as expressly provided in the Plan, the Liquidating Trustee, as the representative of the Estates, will retain and may enforce all Causes of Action of the Debtors and the Estates including, without limitation, Avoidance Actions, General Litigation Claims, Jasper Claims and any and all Causes of Action against the following:

(a) any individual or entity who received a transfer of property from any Debtor prior to the Petition Date, including without limitation any transfer of property that may be avoided and recovered via an Avoidance Action,

(b) any professional retained by the Debtors prior to, or after, the Petition Date, including any lawyer, law firm, accountant, accounting firm, consultant or consulting firm, or investment banker or investment banking firm for services performed prior to the Petition Date including, without limitation, any Cause of Action for negligence, malpractice, or any other tort against any of the aforementioned individuals or entities,

- (c) any present or former insider of any Debtor,
- (d) any individual or entity who was indebted to any Debtor,
- (e) any former or current officer, director, member, shareholder, manager or agent of the Debtors or any insider or affiliate of the Debtors for claims arising under applicable non-bankruptcy law under either federal or state law, including but not limited to breaches of fiduciary duty; and
- (f) all other Causes of Action and related recoveries of any nature or type whatsoever, at law or in equity, against any person or entity.

Exhibit B sets forth a non-exhaustive list of the Debtors' former and current insiders, officers, directors, members, managers, agents, Affiliates, attorneys, law firms, accountants, and accounting firms, as well as other individuals and entities against whom the Estates are reserving and retaining any and all Causes of Action, which Causes of Action shall be enforceable by the Liquidating Trustee for the benefit of the Estates.

The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in their Schedules does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Trustee, or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Trustee will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action in his sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the confirmation or consummation of the Plan.

Nothing in the Plan shall (or is intended to) prevent, estop or be deemed to preclude the Liquidating Trustee from utilizing, pursuing, prosecuting or otherwise acting upon all or any of their Causes of Action and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after Confirmation, the Effective Date or the consummation of the Plan. By example only, and without limiting the foregoing, the utilization or assertion of a Cause of Action, or the initiation of any proceeding with respect thereto against a Person, by the Liquidating Trustee shall not be barred (whether by estoppel, collateral estoppel, *res judicata* or otherwise) as a result of (a) the solicitation of a vote on the Plan from such Person or such Person's predecessor in interest; (b) the Claim, Interest or Administrative Claim of such Person or such Person's predecessor in interest having been listed in a Debtor's Schedules, list of holders of Interests, or in the Plan, Disclosure Statement or any exhibit thereto; (c) prior objection to or allowance of a Claim or, Interest of the Person or such Person's predecessor in interest; or (d) Confirmation of the Plan.

Notwithstanding any allowance of a Claim, the Liquidating Trustee reserves the right to seek, among other things, to have such Claim disallowed if the Liquidating Trustee at the

appropriate time, determines that the Estates have a defense under section 502(d) of the Bankruptcy Code, e.g., the Debtor or the Liquidating Trustee holds an Avoidance Action against the Holder of such Claim and such Holder after demand refuses to pay the amount due in respect thereto.

Substantive Consolidation.

The Plan contemplates the substantive consolidation of the Debtors for Plan purposes. On and after the Effective Date, (a) all assets and liabilities of each of the Debtors shall be treated as though they were merged into a single Estate solely for purposes of the Plan, (b) for all purposes associated with the Plan, the Estates of each of the Debtors shall be deemed to be one consolidated Estate, (c) each and every Claim filed, to be filed in the Chapter 11 Cases or otherwise asserted against any of the Debtors shall be deemed filed against the merged Estate and (d) the Debtors shall be treated as though they were merged into a single Estate for the purposes of calculating U.S. Trustee Fees. In accordance with the foregoing, all Intercompany Claims shall be extinguished and shall not be entitled to any distributions under the Plan. Further, (a) all guarantees by any Debtor of obligations of any other Debtor shall be deemed eliminated and extinguished, and (b) any Claims seeking recovery of the same debts asserted in the Chapter 11 Cases against multiple Debtors shall be treated as duplicative Claims and only a single Claim against the merged Estates shall be deemed to survive for purposes of the Plan, and in each case any Claim against any Debtor and any guarantee thereof executed by any other Debtor and any joint liability of any of the Debtors shall be deemed to be one obligation of the Debtors. For the avoidance of doubt, the relief specified in **Section 5.9** of the Plan shall not impair any claims or Causes of Action any Debtor or Estate may have against third parties, including Avoidance Actions, General Litigation Claims or Jasper Claims.

Substantive consolidation is appropriate under the Plan given significant uncertainty over how Navicent Sale Proceeds might otherwise be allocated between the Debtors' Assets that were included in that sale. That transaction included substantially all of the Debtors' operating Assets (as well as assets of the Authority) in return for a lump-sum payment of Cash. While this structure is common in business acquisition and sale transactions, the value of each Debtor's Assets in the form of Cash is entangled. It would be time consuming, and likely cost prohibitive, to allocate Navicent Sale Proceeds among separate Estates.³ The delay itself would result in further administrative burdens that would exacerbate the already disappointing financial results of the auction process. Substantive consolidation is also appropriate since, as demonstrated by the Debtors' schedules and statements, a supermajority of the Debtors' Assets and liabilities were centrally held, maintained and managed by Debtor ORMC on account of its affiliated Debtors. Given these entanglements, there are demonstrated benefits to consolidation.

Certain Claims Deadlines.

³ The Plan Proponents note that the Challenge Rights Settlement could have funded the Asset Pool solely from Navicent Sale Proceeds. The Asset Pool Components instead reflect the Bond Trustee's insistence that doing so would leave all risk as to the timing and amount of recovery from the Debtors' non-Cash Assets with the Bond Trustee and holders of the Revenue Bonds. As a matter of risk sharing for all Creditors, portions of the Asset Pool are funded from sources where the timing and amount of recovery for the Estates is uncertain.

The Plan establishes deadlines for the filing of Fee Claims and requests for the payment of Administrative Claims to the extent the Plan or the Court has not otherwise fixed a different deadline.

Each Person retained or requesting compensation in these Chapter 11 Cases, pursuant to Bankruptcy Code Sections 330, 331, and 503(b), must file with the Court an application for allowance of any Fee Claims no later than thirty (30) days after the Effective Date. All Fee Claims for which an application is not timely filed shall be forever barred. Objections to each such application may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Fee Claims.

Except to the extent the Plan or the Court has fixed or does fix a different date, all requests for payment of Administrative Claims must be filed no later than thirty (30) days after the Effective Date. All Administrative Claims for which a request for payment is not timely filed shall be forever barred. Objections to each such claim may be filed in accordance with the Bankruptcy Rules. The Court shall determine all such Administrative Claims.

Rejection of Contracts.

The Plan generally provides that each executory contract and unexpired lease of the Debtors that has not previously been assumed or rejected shall be rejected as of the Effective Date. Any Claim for damages arising from rejection of any executory contract or unexpired lease under the Plan must be filed with the Court within the earlier of thirty (30) days after the Effective Date or such other deadline established by the Court. Any Claim arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from receiving any distribution under the Plan or asserting any Claims against the Debtors, the Estates or the Liquidating Trustee.

Further Information Concerning Implementation of the Plan.

You are strongly encouraged to review **Section 5**, **Section 6**, **Section 7** and **Section 11** of the Plan with respect to these matters.

ARTICLE VI **EFFECTS OF CONFIRMATION**

The Plan provides the following regarding the effects of Confirmation of the Plan.

Satisfaction of Claims. Holders of Claims shall receive the distributions provided for in the Plan and other treatment set forth therein, if any, in full settlement and satisfaction of the Debtors' obligations thereunder.

Exculpation. Except as specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. Each Exculpated Party has, and upon Confirmation

of the Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to the Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan.

Challenge Rights Settlement. The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into the Plan.

Injunction. Except as otherwise provided in the Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with the Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in the Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties

Post-Effective Date Effect of Evidences of Claims. Notes, shareholder certificates, and other evidences of liens or Claims against the Debtors shall, effective upon the Effective Date, represent only the right to participate in the distributions or rights, if any, contemplated by the Plan.

Surrender of Instruments and Release of Liens. Except as otherwise provided in the Plan, each holder of an instrument evidencing a Claim against the Debtors or any of the property of the Debtors shall, if requested by the Liquidating Trustee, surrender such instrument to the Liquidating Trustee. The Liquidating Trustee may withhold distributions under the Plan to or on behalf of any holder of such Claim unless and until such instrument is received or the non-availability of such instrument is established to the satisfaction of the Debtors or Liquidating Trustee ***provided*** this surrender requirement shall not apply to the Bond Trustee or the beneficial owners of the Revenue Bonds. Each Person who is to receive distributions under the Plan in complete satisfaction of a Secured Claim shall if requested by the Liquidating Trustee, execute and deliver a release of its liens and security interests to the Liquidating Trustee. The Court may enter an order requiring the execution and delivery of a release at the cost of such Person by the Liquidating Trustee and providing that such act when so done shall have like effect as if done by such Person or any other appropriate order.

Cancellation of Instruments. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, the Revenue Bonds shall be cancelled, and the Revenue Bonds and related Bond Documents shall continue in effect solely to the extent they

relate to and are necessary to (i) allow distributions pursuant to the Plan, (ii) permit the Bond Trustee to be compensated for fees and reimbursed for expenses including expenses of its professionals, assert its charging lien, enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents, (iii) permit the Bond Trustee to set one or more record dates and distributions dates with respect to the distribution of funds to beneficial owners of the Revenue Bonds, (iv) permit the Bond Trustee to appear in the Chapter 11 Cases and exercise the rights specified in the Plan, and (v) permit the Bond Trustee to perform any functions that are necessary in connection with the foregoing clauses (i) through (iv).

Term of Stays. Except as otherwise provided in the Plan the stay provided for in the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 362, shall remain in full force and effect until the Chapter 11 Cases are closed.

ARTICLE VII

RETENTION OF JURISDICTION AND OTHER PROVISIONS

Following the Effective Date, the Bankruptcy Court shall retain jurisdiction of the Chapter 11 Cases pursuant to the provisions of chapter 11 of the Bankruptcy Code to the fullest extent permitted by law, until the entry of a final decree closing the Chapter 11 Cases.

You are strongly encouraged to review **Section 10.11** of the Plan, which lists various specific matters for which jurisdiction shall be retained.

ARTICLE VIII

REQUIREMENTS FOR CONFIRMATION OF A PLAN

In General.

In order for a plan to be confirmed, the Bankruptcy Code requires, among other things, that the plan be proposed in good faith, that the proponents disclose specified information concerning payments made or promised to insiders, and that the plan comply with the applicable provisions of chapter 11 of the Bankruptcy Code. Bankruptcy Code Section 1129(a) requires, among other things, that (i) each Impaired Class of Claims has accepted the Plan ("***Minimum Voting Threshold***"), (ii) confirmation of the plan is not likely to be followed by the need for further financial reorganization (the "***Feasibility Test***") and (iii) the Plan be fair and equitable with respect to each Class of Claims or Interests which is impaired under the Plan (the "***Best Interests of Creditors Test***"). The Bankruptcy Court can confirm a Plan if it finds that all of the requirements of section 1129(a) have been met.

The Minimum Voting Threshold.

The Plan voting process will determine whether the Minimum Voting Threshold is met. As indicated elsewhere in this Disclosure Statement, all holders of Class 1 Bond Claims and Class 4 Unsecured Claims as of **February 8, 2018** are entitled to vote to accept or reject the Plan and may do so by completing the appropriate Ballot which is enclosed with this Disclosure Statement.

The Feasibility Test.

The Plan Proponents believe the Feasibility Test is satisfied. To satisfy the Feasibility Test, a debtor must generally demonstrate that confirmation of the plan is not likely to be followed by the need for further financial reorganization. The Plan satisfies that general test because the Debtors are liquidating rather than reorganizing and, accordingly no further financial reorganization will be necessary. Under these circumstances, the Plan Proponents believe the Feasibility Test is otherwise met since the Plan Proponents will satisfy the conditions to the Effective Date and the Plan provides sufficient funds to pay the costs of administering and consummating the Plan.

The Best Interests of Creditors Test.

The Plan Proponents believe the Best Interests of Creditors Test is also satisfied. To satisfy this test, each holder of a Claim or Interest in an impaired Class must either (i) accept the plan or (ii) receive or retain under the plan cash or property of value, as of the effective date of the plan, that is not less than the value such holder would receive or retain if the debtor was liquidated under chapter 7 of the Bankruptcy Code.

The Plan Proponents believe holders of Claims against and Interests in the Debtors will receive an equal or greater recovery under the Plan than they would in a chapter 7 liquidation. This is primarily because the Plan already provides for a liquidation, and a liquidation under chapter 7 would merely increase administrative costs.

Consummation of the Plan means the Debtors will avoid the costs and expenses of a chapter 7 liquidation, including the fees payable to a chapter 7 trustee and his or her professionals. The Cash available to Creditors would be reduced by the chapter 7 trustee's statutory fee, which is calculated on a sliding scale from which the maximum compensation is determined based on the total amount of moneys disbursed or turned over by the chapter 7 trustee. Bankruptcy Code Section 326(a) permits among other things reasonable compensation for a chapter 7 trustee based on distributions to creditors as follows:

Distribution Segment:	Compensation:
First \$5,000	Up to 25%
\$5,000 - \$50,000	Up to 10%
\$50,000 - \$1,000,000	Up to 5%
Thereafter	Up to 3%

The Plan Proponents believe that a chapter 7 trustee's professionals, including legal counsel and accountants, would add substantial administrative expenses that would also be entitled to be paid ahead of Allowed Claims against the Debtors. If the Plan is confirmed, the Liquidating Trustee will also be compensated and will be entitled to retain professionals. However, the Plan Proponents believe that the compensation that would be paid to a chapter 7 trustee pursuant to Bankruptcy Code Section 326(a) would exceed the compensation to be paid to the Liquidating Trustee because the Liquidating Trustee may retain professionals familiar with this bankruptcy case.

Additionally, the Plan Proponents believe that a chapter 7 liquidation could result in a significant delay in distributions. Pursuant to Bankruptcy Rule 3002(c), conversion of a chapter 11 case to chapter 7 will trigger a new bar date for filing claims against the Estate, and that the new bar date will be more than 90 days after the chapter 11 case converts to chapter 7. Further delay and expense would be likely since the Creditors Rights Settlement would not be implemented, and the Bond Trustee and chapter 7 trustee) would likely spend time and significant legal costs reopening the many issues that the Challenge Rights Settlement resolves.

Nonconsensual Confirmation and Cramdown.

In the event that the Plan does not satisfy the Minimum Voting Threshold, the Bankruptcy Court nevertheless may confirm the Plan under the “cramdown” provisions of Bankruptcy Code Section 1129(b) if all of the other provisions of Bankruptcy Code Section 1129(a) are met.

In order to confirm the Plan over a dissenting impaired Class under Bankruptcy Code Section 1129(b), the Bankruptcy Court, must find that the Plan does not discriminate unfairly, and is fair and equitable with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the plan. For purposes of Bankruptcy Code Section 1129(b), a plan is “fair and equitable” with respect to a Class of unsecured creditors if, at a minimum, it satisfies the “Absolute Priority Rule.”

To satisfy the Absolute Priority Rule, a plan must provide that the holder of any Claim or Interest that is junior to the Claims of the dissenting Class will not receive or retain under the plan on account of such junior Claim or Interest any property unless the Claims of the dissenting Class are paid in full.

The Plan Proponents believe that the Plan will satisfy the Absolute Priority Rule because any non-accepting impaired Class will receive or retain payments or distributions, as the case may be, on account of their Claims or Interests, sufficient to permit full satisfaction of such Claims before junior Classes receive or retain any property on account of such junior Claims. The Plan satisfies the absolute priority rule specifically with respect to Class 4 because no Classes junior to Class 4 will receive or retain any property under the Plan.

ARTICLE IX **CERTAIN FACTORS TO BE CONSIDERED**

Certain Bankruptcy Considerations.

Although the Plan Proponents believe that the Plan will satisfy all requirements for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the re-solicitation of votes. The Plan Proponents believe that the Bankruptcy Court should confirm the Plan without modification. There can also be no assurance that the conditions to the Effective Date will occur.

Risks Relating to Recoveries Under the Plan.

There are various risk factors that may affect recoveries under the Plan. Among such factors are a risk that the Plan might not be consummated, risk of an unfavorable outcome of legal matters and risk of recovery dilution by disputed Claims becoming Allowed Claims.

The recovery projections included in this Disclosure Statement are dependent upon certain matters, most of which are beyond the control of the Liquidating Trustee and some of which may well not materialize. Unanticipated events and circumstances occurring subsequent to the preparation of the projections may affect the actual recoveries. Therefore, the actual recoveries achieved by the Liquidating Trustee may vary from the projected recoveries included herein. These variations may be material.

ARTICLE X

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If no chapter 11 plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code. If converted, a trustee would be elected or appointed to liquidate any remaining assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recoveries of holders of Claims is set forth in **Article VIII**. The Plan Proponents believe that liquidation under chapter 7 would result in smaller distributions being made to holders of Allowed Claims because of (a) additional administrative expenses attendant to the appointment of a trustee, the trustee's employment of attorneys and other professionals and the trustee's distribution of funds to creditors, and (b) additional expenses and claims, some of which would be entitled to priority, which would be generated during the liquidation.

If the Plan is not confirmed, the Plan Proponents or any other party in interest could attempt to formulate a different plan under chapter 11 of the Bankruptcy Code. The Plan Proponents believe that the Plan enables holders of Claims to realize the most value under the circumstances. If the Plan is rejected, it is possible that an alternative chapter 11 plan could be proposed; it is likely, however, that such a plan would involve increasing administrative expenses and reducing distributions. In the event the Plan is not confirmed, the statements contained herein shall not be deemed to have been admissions by the Plan Proponents that may be introduced into evidence.

ARTICLE XI

CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

Generally.

The following discussion summarizes certain federal income tax consequences of the Plan to holders of Claims and Interests. This summary does not address the federal income tax consequences to holders whose Claims are paid in full, in Cash, or which are otherwise not impaired under the Plan.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS OR INTERESTS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH SUCH HOLDER. THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE THAT THE INTERNAL REVENUE SERVICE WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH THEIR OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THE PLAN.

THIS ARTICLE XI IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN, AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN.

Each holder of an Allowed Claim may recognize gain or loss upon receipt of such holders' distribution equal to the difference between the "amount realized" by such holder and such holder's adjusted tax basis in the Claim. The tax consequences to holders will differ and will depend on factors specific to each such Creditor, including but not limited to: (i) whether the holder's Claim (or a portion thereof) constitutes a Claim for principal or interest, (ii) the origin of the holder's Claim, (iii) the type of consideration received by the holder in exchange for the Claim, (iv) whether the holder is a United States person or a foreign person for tax purposes, (v) whether the holder reports income on the accrual or cash basis method, and (vi) whether the holder has taken a bad debt deduction or otherwise recognized a loss with respect to the Claim.

The Trusts are intended to each qualify as a "liquidating trust" as described in Treasury Regulations section 301.7701-4(d) and Revenue Procedure 94-45. As such, for federal income tax purposes, the Trusts are each intended to be treated as a grantor trust. The sole purpose of the Trusts are to liquidate and distribute the Trust Assets and the Trusts have no objective to continue or engage in the conduct of a trade or business.

No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan. No rulings or determinations of the U.S. Internal Revenue Service (the "**IRS**") or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding on the IRS or such other authorities. In addition, a significant amount of time may elapse between the date of this Disclosure Statement and the receipt of a final distribution under the Plan. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan.

Withholding and Reporting.

Payments of interest, dividends, and certain other payments may be subject to backup withholding unless the payee of such payment furnishes such payee's correct taxpayer identification number (social security number or employer identification number) to the payor. The Liquidating Trustee may be required to withhold the applicable percentage of any payments made to a holder who does not provide a taxpayer identification number. Backup withholding is not an additional tax, but an advance payment that may be refunded to the extent it results in an overpayment of tax.

Circular 230 Disclaimer.

To ensure compliance with requirements imposed by the IRS we inform you that any U.S. federal tax information contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code of 1986, as amended or (ii) promoting, marketing or recommending to another party any transaction or tax matter(s) addressed herein.

ARTICLE XII **VOTING TO ACCEPT OR REJECT THE PLAN**

Voting Requirements Under the Bankruptcy Code.

Pursuant to the Bankruptcy Code, a plan classifies claims and interests into classes, each consisting of creditors and interest holders having similar legal rights in relation to the debtor. Each class must then be classified as either "impaired" or "unimpaired" under a plan.

There are two ways a plan may leave a claim or interest "unimpaired." First, a plan may leave the legal, equitable and contract rights of the holder of a claim or interest in that class unaltered. Second, a plan may cure all defaults and reinstate all of the terms of the obligations underlying the claim or interest. If a class is unimpaired, it is conclusively deemed to have voted in favor of the plan and is not entitled to vote to accept or reject the plan.

An impaired class of claims or interests that will receive no distribution under the plan is deemed to have voted against the plan and is not entitled to vote to accept or reject the plan.

If an impaired class of claims or interests will receive a distribution under the plan, each holder of a claim or interest in that class has the right to vote, as a class, to accept or reject the plan. A class of claims or interests accepts a plan if more than one-half in number of the ballots received from members of that class representing at least two-thirds of the amount of the claims or interests for which ballots are received vote to accept the plan.

If there is one or more impaired class under a plan, at least one impaired class must vote to accept the plan pursuant to Bankruptcy Code Section 1129(10).

As discussed more fully in **Section 3** of the Plan, holders of Claims in Classes 1 and 4 are Impaired and are entitled to vote to accept or reject the Plan. Holders of Claims in these Classes will receive a form of Ballot to be used in voting to accept or reject the Plan in addition to a copy of this Disclosure Statement and the Plan.

Procedures for Voting.

VOTING ON THE PLAN BY EACH HOLDER OF AN IMPAIRED CLAIM ENTITLED TO VOTE ON THE PLAN IS IMPORTANT. IF YOU HOLD CLAIMS IN MORE THAN ONE CLASS YOU MAY RECEIVE MORE THAN ONE BALLOT. YOU SHOULD COMPLETE, SIGN, AND RETURN EACH BALLOT THAT YOU RECEIVE.

In order for a holder's vote to be properly counted, the holder should complete the Ballot by (i) filling in the name of the holder for whom the Ballot is being submitted; (ii) indicating the total dollar amount of the Claim; (iii) marking in the space provided whether the holder votes to accept or reject the Plan; and (iv) having the Ballot signed by the holder or by an officer, partner, or other authorized agent of the holder. The Plan Proponents reserve the right to object to the allowance and/or allowable amount of any Claim set forth on a Ballot for purposes of voting and/or distributions under the Plan.

DETAILED INSTRUCTIONS REGARDING HOW TO VOTE ON THE PLAN ARE CONTAINED IN THE BALLOTS. IF YOU RECEIVED A BALLOT PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS.

IF NO HOLDERS OF CLAIMS ELIGIBLE TO VOTE IN A PARTICULAR CLASS VOTE TO ACCEPT OR REJECT THE PLAN, THE PLAN SHALL BE DEEMED ACCEPTED BY THE HOLDERS OF SUCH CLAIMS IN SUCH CLASS.

Mailing of Ballots.

Unless otherwise specified in the Ballot instructions, completed and signed Ballots should be sent to the voting agent as specified in the Procedures Order. Owners of Revenue Bonds that receive Ballots will receive special instructions with respect to Plan voting. In general, owners of Revenue Bonds may be directed to return completed Ballots to a broker, dealer or other nominee as specified in the instructions. Completed Ballots should not be sent directly to the Debtors or Plan Proponents. COMPLETED BALLOTS SHOULD BE SENT SO THAT THEY ARE RECEIVED NO LATER THAN **MARCH ~~___~~, 15, 2018** AT **54:00 P.M.** **PREVAILING** EASTERN TIME. UNLESS AGREED BY THE PLAN PROPONENTS, ANY BALLOTS RECEIVED AFTER THE ABOVE DATE WILL NOT BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN.

ARTICLE XIII **CONFIRMATION HEARING**

By order of the Bankruptcy Court, a combined hearing on the adequacy of this Disclosure Statement and confirmation of the Plan has been scheduled for **March ~~___~~, 20, 2018** at **~~___~~11:00 p.a.m.** eastern time, before the Honorable Austin Carter, Bankruptcy Judge, in the United States Bankruptcy Court for the Middle District of Georgia. The 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 adjourned hearing. Any objection to the adequacy of the Disclosure Statement or confirmation of the Plan must be made in writing and Filed with the clerk of the Bankruptcy Court on or before **March ~~___~~, 15, 2018** at **54:00 p.m.** eastern time.

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

At the Confirmation Hearing, the Bankruptcy Court must determine whether the requirements of Bankruptcy Code Section 1129 have been satisfied and, upon demonstration of such compliance, the Bankruptcy Court will enter the Confirmation Order.

ARTICLE XIV
CONCLUSION

The Plan Proponents believe that the Plan is in the best interests of all holders of Claims and Interests and urge holders of Claims entitled to vote to accept the Plan.

[signature pages follow]

~~January 30,~~[February 14,](#) 2018

**The Official Committee of Unsecured
Creditors**

By: /s/ John D. Elrod

Name: John D. Elrod

Title: One of its attorneys

~~January 30,~~[February 14,](#) 2018

U.S. Bank National Association, as Trustee

By: /s/ Ian A. Hammel

Name: Ian A. Hammel

Title: One of its attorneys

Document comparison by Workshare Compare on Tuesday, February 20, 2018
10:35:24 PM

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Document 1 ID	interwovenSite://DMS-EAST/ATL/22635200/1
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	43
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Moved to	0
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Format changed	0
Total changes	102

EXHIBIT E

(Conformed Notice of Consolidated Hearing)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
OCONEE REGIONAL HEALTH SYSTEMS,	:	
INC., et al.,¹	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
	X	

**NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT; (II)
HEARING TO CONSIDER CONFIRMATION OF THE PLAN; (III) DEADLINE FOR
FILING OBJECTIONS TO CONFIRMATION OF THE PLAN; AND (IV) DEADLINE FOR
VOTING ON THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) filed a *Joint Plan of Liquidation* (Docket No. 630) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”)² and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. 631) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

By an Order dated **February 14, 2018**, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure Statement Order expressly reserves all parties’ rights to raise objections to the adequacy of information in the Disclosure Statement.

¹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

² Capitalized terms not defined have the meanings provided in the Plan.

By the Conditional Disclosure Statement Order, the Bankruptcy Court established **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “***Voting Deadline***”) as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, original ballots must actually be **received** on or before the Voting Deadline by Garden City Group, LLC (the “***Voting Agent***”) at the following address:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING

On **March 20, 2018 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Austin Carter in the United States Bankruptcy Court for the Middle District of Georgia to consider (i) final approval of the Disclosure Statement and (ii) confirmation of the Plan, as the same may be amended or modified (the “***Combined Hearing***”).

The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

“***Exculpation.*** Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“***Challenge Rights Settlement.*** The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“***Injunction.*** Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on

account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; ***provided, however,*** that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (v) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (vi) the Bond Trustee solely in its capacity as Bond Trustee, (vii) the DIP Lender solely in its capacity as DIP Lender, (viii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

DEADLINE FOR OBJECTIONS TO APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “***Objection Deadline***”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference

to "Oconee Regional" in the subject line - to: ORMinfo@choosegcg.com or by telephone at 1-614-289-5414. Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.gamb.uscourts.gov>.

**IF YOU HAVE ANY QUESTIONS REGARDING THE VOTING PROCEDURES,
OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE
STATEMENT OR OTHER MATERIALS, PLEASE CONTACT THE VOTING AGENT.**

February 14, 2018

*The Official Committee of Unsecured Creditors
of Oconee Regional Health Systems, Inc., et al.,
Debtors*

*U.S. Bank National Association, as bond trustee
and master trustee*

/s/ John D. Elrod

GREENBERG TRAURIG LLP
John D. Elrod
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 30305
Tel.: 678-553-2259
Fax.: 678-553-2269
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/s/ John Thomson

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Email: john.thomson@arlaw.com

-and-

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.
Ian A. Hammel
Eric Blythe
One Financial Center
Boston, Massachusetts 02111
Tel.: 617-542-6000
Fax.: 617-542-2241
Email: iahammel@mintz.com

(Conformed Notice to Non-Voting Classes (Impaired))

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

-----	X
In re:	: Chapter 11
	:
OCONEE REGIONAL HEALTH SYSTEMS,	: Case No. 17-51005-AEC
INC., <i>et al.</i> , ³	:
Debtors.	: (Jointly Administered)
	:
-----	X

NOTICE OF IMPAIRED NON-VOTING STATUS AND (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT; (II) HEARING TO CONSIDER CONFIRMATION OF THE PLAN; AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “***Committee***”), and U.S. Bank National Association, as bond trustee and master trustee (the “***Bond Trustee***” and collectively with the Committee, the “***Plan Proponents***”) filed a *Joint Plan of Liquidation* (Docket No. 630) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “***Plan***”)⁴ and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. 631) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “***Disclosure Statement***”) providing information with respect to the Plan.

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3 The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

⁴ Capitalized terms not defined have the meanings provided in the Plan.

Statement Order expressly reserves all parties' rights to raise objections to the adequacy of information in the Disclosure Statement.

DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING

On **March 20, 2018 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Austin Carter in the United States Bankruptcy Court for the Middle District of Georgia to consider (i) final approval of the Disclosure Statement and (ii) confirmation of the Plan, as the same may be amended or modified (the “**Combined Hearing**”).

The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

NON-VOTING STATUS

You are receiving this Notice because under the terms of the Plan (i) you are a holder of Claim(s) in a Class that (a) has been deemed to reject the Plan and (b) **not** entitled to vote; **or** (ii) you are not entitled to receive or retain property on account of your Claim(s) or Interest(s) in the Debtors and, therefore, in accordance with section 1126(g) of the Bankruptcy Code, you are (a) deemed to reject the Plan and (b) **not** entitled to vote on the Plan. Accordingly, this Notice is being mailed to you for your information only.

If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtors that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan Proponents will not automatically provide you with copies of the Plan and/or Disclosure Statement. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference to “Oconee Regional” in the subject line - to: ORMinfo@choosegcg.com or by telephone at 1-614-289-5414. Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.gamb.uscourts.gov>.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

“*Exculpation.* Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or

willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“*Challenge Rights Settlement.* The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“*Injunction.* Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; ***provided, however,*** that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (iv) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (v) the Bond Trustee solely in its capacity as Bond Trustee, (vi) the DIP Lender solely in its capacity as DIP Lender, (vii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

**DEADLINE FOR OBJECTIONS TO APPROVAL OF THE
DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN**

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “*Objection Deadline*”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

February 14, 2018

*The Official Committee of Unsecured Creditors
of Oconee Regional Health Systems, Inc., et al.,
Debtors* *U.S. Bank National Association, as bond trustee
and master trustee*

/s/ John D. Elrod

GREENBERG TRAURIG LLP
John D. Elrod
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Atlanta, Georgia 30305
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/s/ John Thomson

ADAMS AND REESE LLP
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Email: john.thomson@arlaw.com

-and-

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.
Ian A. Hammel
Eric Blythe
One Financial Center
Boston, Massachusetts 02111
Tel.: 617-542-6000
Fax.: 617-542-2241
Email: iahammel@mintz.com

(Conformed Notice to Non-Voting Classes (Unimpaired))

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
OCONEE REGIONAL HEALTH SYSTEMS,	:	
INC., et al.,⁵	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
	:	
	X	

**NOTICE OF UNIMPAIRED NON-VOTING STATUS AND (I) CONDITIONAL APPROVAL
OF DISCLOSURE STATEMENT; (II) HEARING TO CONSIDER CONFIRMATION OF THE
PLAN; AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE
PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) filed a *Joint Plan of Liquidation* (Docket No. 630) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”)⁶ and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. 631) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

By an Order dated **February 14, 2018**, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure Statement Order expressly reserves all parties’ rights to raise objections to the adequacy of information in the Disclosure Statement.

DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING

⁵ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

⁶ Capitalized terms not defined have the meanings provided in the Plan.

On **March 20, 2018 at 11:00 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Austin Carter in the United States Bankruptcy Court for the Middle District of Georgia to consider (i) final approval of the Disclosure Statement and (ii) confirmation of the Plan, as the same may be amended or modified (the “***Combined Hearing***”).

The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

NON-VOTING STATUS

You are receiving this Notice because under the terms of the Plan either (a) your Claim(s) are not classified under the Plan pursuant to Bankruptcy Code Section 1123(a) and therefore you are not entitled to vote on the Plan; or (b) you are a holder of a Claim which is defined in the Plan as being in a Class receiving an estimated one hundred percent (100%) recovery under the Plan, and therefore deemed to have accepted the Plan pursuant to Bankruptcy Code Section 1126(f), and are not entitled to vote to accept or reject the Plan. Accordingly, this Notice is being mailed to you for your information only.

If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtors that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan Proponents will not automatically provide you with copies of the Plan and/or Disclosure Statement. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference to “Oconee Regional” in the subject line - to: ORMinfo@choosegcg.com or by telephone at 1-614-289-5414. Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s internet website at <http://www.gamb.uscourts.gov>.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

“*Exculpation.* Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any

applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“*Challenge Rights Settlement.* The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“*Injunction.* Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; ***provided, however,*** that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (v) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (vi) the Bond Trustee solely in its capacity as Bond Trustee, (vii) the DIP Lender solely in its capacity as DIP Lender, (viii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

**DEADLINE FOR OBJECTIONS TO APPROVAL OF THE
DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN**

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United

States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

February 14, 2018

The Official Committee of Unsecured Creditors of Oconee Regional Health Systems, Inc., et al., Debtors *U.S. Bank National Association, as bond trustee and master trustee*

/s/ John D. Elrod

GREENBERG TRAURIG LLP

John D. Elrod

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Atlanta, Georgia 30305

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/s/ John Thomson

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-and-

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.

Ian A. Hammel

Eric Blythe

One Financial Center

Boston, Massachusetts 02111

Tel.: 617-542-6000

Fax.: 617-542-2241

Email: iahammel@mintz.com

(Conformed Form of Class 4 Ballot)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

<p>-----</p> <p>In re:</p> <p>OCONEE REGIONAL HEALTH SYSTEMS, INC., <i>et al.</i>,⁷</p> <p style="text-align: center;">Debtors.</p> <p>-----</p>	<p>X</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>X</p>	<p>Chapter 11</p> <p>Case No. 17-51005-AEC</p> <p>(Jointly Administered)</p>
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**BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

BALLOT FOR CLASS 4 GENERAL UNSECURED CLAIMS

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “**Plan Proponents**”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “**Plan**”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Ballot, please contact Garden City Group, LLC (the “**Voting Agent**”) via telephone at 1-614-289-5414 or via email at ORMinfo@choosegcg.com.

This Ballot is to be used for voting by holders of Class 4 General Unsecured Claims. In order for your vote to be counted, this Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received no later than March 15, 2018 at 4:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended by the Plan Proponents.

This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE BALLOT

This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement for Joint Chapter 11 Plan of Liquidation dated January 30, 2018 (as it may be amended, the “**Disclosure Statement**”), including all exhibits thereto. **PLEASE**

⁷ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.

The Plan will be accepted by Class 4 if it is accepted by the holders of two-thirds (2/3) in amount and more than one-half (1/2) in number of Claims in Class 4 voting on the Plan. In the event that Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, the Debtors (including those holders who abstain from voting on or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder, whether or not they vote and whether or not they accept the Plan.

To have your vote counted, you must complete, sign, and return this Ballot so that it is received by the Voting Agent at the appropriate address listed below no later than the Voting Deadline, unless such time is extended by the Plan Proponents. Ballots must be delivered to the Voting Agent at the appropriate address listed below:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

To properly complete the Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you hold a Claim in Class 4, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. If you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 3. By submitting the Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- d. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot labeled for a different Class. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;

- e. If more than one timely, properly completed Ballot is received, only the Ballot that bears the latest date will be counted, unless the holder of the Claim receives Bankruptcy Court approval to have the Ballot that bears the earliest date counted;
- f. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- g. Provide your name, mailing address, and any remaining information requested;
- h. Sign and date your Ballot; and
- i. Return your Ballot to the Voting Agent.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-614-289-5414. OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 Claim. For purpose of voting to accept or reject the Plan, the undersigned certifies that as of February 8, 2018, the undersigned holds a Class 4 Claim in the amount set forth below:

Claim Amount: _____

Item 2. Vote on the Plan. The undersigned holder of the Class 4 Claim identified in Item 1 above hereby votes to:

☐ **ACCEPT** (vote FOR) the Plan. ☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with: the Disclosure Statement, including the Plan and all other exhibits thereto and a Combined Hearing Notice. The undersigned certifies that it (i) is the holder of the Class 4 Claim identified in Item 1 above and (ii) has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Plan Proponents' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Conditional Disclosure Statement Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant

Signature

If by Authorized Agent, Name and Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

(Conformed Form of Class 1 Master Ballot)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
OCONEE REGIONAL HEALTH SYSTEMS,	:	
INC., <i>et al.</i>,⁸	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
	X	

**MASTER BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

MASTER BALLOT FOR CLASS 1 BOND CLAIMS

**CUSIP NUMBERS 058024AT7, 058024AU4, 058024AV2, 058024AW0, 058024AX8
(the “Revenue Bonds”)**

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “**Plan Proponents**”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “**Plan**”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Master Ballot, please contact Garden City Group, LLC (the “**Voting Agent**”) via telephone at 1-614-289-5414 or via email at ORMinfo@choosegcg.com.

This Master Ballot is to be used by you, as a broker, bank or other nominee; or as the agent of a broker, bank or other nominee (each of the foregoing, a “Master Ballot Agent**”), or as the proxy holder of a Master Ballot Agent or beneficial owner for Revenue Bonds, to transmit to the Voting Agent the votes of such beneficial owners in respect of their Revenue Bonds to accept or reject the Plan.**

This Master Ballot must be properly completed, signed, and returned to the Voting Agent as more particularly described below so that it is actually received no later than March 15, 2018 at

⁸ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

4:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended by the Plan Proponents.

This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/VOTING AGENT:

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than the Voting Deadline, unless such time is extended by the Plan Proponents. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Health Systems, Inc., <i>et al.</i> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

HOW TO VOTE:

If you are both the registered owner and the beneficial owner of any principal amount of the Revenue Bonds and you wish to vote any Revenue Bonds held on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any beneficial owners of Revenue Bonds other than yourself, you may either:

1. “Prevalidate” the Beneficial Owner Ballot contained in the solicitation materials and then forward the solicitation materials to the beneficial owner of the Revenue Bonds for voting within five Business Days after the receipt by such Master Ballot Agent of the solicitation materials, along with clear instructions stating that beneficial owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The beneficial owner will then return the Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials. A Master Ballot Agent “prevalidates” a Beneficial Owner Ballot by indicating thereon the record owner of the Revenue Bonds voted, the amount of the Revenue Bonds held by the beneficial owner, the appropriate account numbers through which the beneficial owner’s holdings are derived, and executing the Beneficial Owner Ballot. The beneficial owner shall return the “prevalidated” Beneficial Owner Ballot directly to the Voting Agent;

OR

2. Within five Business Days after the receipt by such Master Ballot Agent of the solicitation materials, forward the solicitation materials to the beneficial owner of the Revenue Bonds for voting along with a return envelope provided by and addressed to the Master Ballot Agent, with the beneficial owner then returning the Beneficial Owner Ballot to the Master Ballot Agent. In such case, the Master Ballot Agent will tabulate the votes of its respective beneficial owners on the Master Ballot that has been provided to the Master Ballot Agent separately, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. The Master Ballot Agent should advise the beneficial owners to return their Beneficial Owner Ballots to the Master Ballot Agent by a date calculated by the Master Ballot Agent to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

With respect to all Beneficial Owner Ballots returned to you, you must properly complete the Master Ballot, as follows:

- a. Check the appropriate box in item 1 on the Master Ballot;
- b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the beneficial owners of Revenue Bonds. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS REVENUE BONDS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, will not be counted;
- c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial owner in Item 3 of each completed Beneficial Owner Ballot relating to other Revenue Bonds voted;
- d. Review the certification in Item 4 of the Master Ballot;
- e. Sign and date your Master Ballot and provide the remaining information requested;
- f. The Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time beneficial owners of Revenue Bonds should not surrender certificates representing their securities;
- g. The Estates will reimburse you for your reasonable, documented and actual costs and expenses incurred by you in forwarding Beneficial Owner Ballots and related materials to beneficial owners of the Revenue Bonds. No other fees or remuneration will be payable to the Master Ballot Agent for soliciting votes on the Plan;
- h. Contact the Voting Agent if you need any additional information; and

- i. Return your Master Ballot using the enclosed, pre-addressed return envelope so that it is received by the Voting Agent before the Voting Deadline. For each completed Beneficial Owner Ballot returned to you, either forward such Ballot (along with your Master Ballot) to the Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE PLAN PROPONENTS OR THE VOTING AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE PLAN PROPONENTS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HERewith.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR MASTER BALLOT, (III) DID NOT RECEIVE THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOTS OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-614-289-5414 OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of February 8, 2018, the undersigned (please check appropriate box):

- ☐ Is a broker, bank, or other nominee for the beneficial owners of the principal amount of the Revenue Bonds indicated in Item 2 below, and is the registered holder or the Master Ballot Agent of such securities, or
- ☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder or the Master Ballot Agent of the principal amount of Revenue Bonds listed in Item 2 below, or
- ☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder or the Master Ballot Agent of the principal amount of Revenue Bonds listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the beneficial owners of the Revenue Bonds described in Item 2.

Item 2. Votes on the Plan Cast By Beneficial Owners. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and accurate schedule of the beneficial owners of Revenue Bonds as identified by their respective customer name or account number, that have delivered duly completed and executed Beneficial Owner Ballots to the undersigned. Any Beneficial Owner Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan has not been counted.

(Please complete the information requested below. Attach additional sheets if necessary).

Customer Account No.	CUSIP	Principal Amount of Votes	
		For Plan	Against Plan
Totals:			

Item 3. Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that the information provided below (including any information on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in each Beneficial Owner Ballot received from a beneficial owner of Revenue Bonds.

(Please complete the information requested below. Attach additional sheets if necessary.)

Your Customer Account Number For Each Beneficial Owner	INFORMATION TO BE TRANSCRIBED FROM ITEM 3 OF BENEFICIAL OWNERS' INDIVIDUAL BALLOTS REGARDING OTHER BALLOTS CAST			
	Beneficial Owner's Name	Customer Account Number for Other Account(s)	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account(s) (If Applicable)	Principal Amount of Revenue Bonds Giving Rise to Other Revenue Bonds Voted
1.				
2.				
3.				
4.				
5.				

Item 4. Additional Certifications. By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents:

- i. that the undersigned has delivered the Disclosure Statement (together with the rest of the solicitation package) to each beneficial owner whose vote is reflected on this Master Ballot, and that by executing its Beneficial Owner Ballot, such beneficial owner has acknowledged that the solicitation is being made pursuant to the terms and conditions set forth therein;
- ii. that the undersigned has received a completed and signed Beneficial Owner Ballot from each beneficial owner listed in Item 2 of the Master Ballot;
- iii. that the undersigned is the registered owner of the securities being voted;
- iv. that the undersigned has been authorized by each of its beneficial owners to vote on the Plan;

- v. that the undersigned has properly disclosed: (a) the number of beneficial owners whose Beneficial Owner Ballots are reflected on this Master Ballot; (b) the respective amounts of each such beneficial owner's Revenue Bonds voted; (c) each such beneficial owner's respective vote concerning the Plan; (d) each such beneficial owner's certification as to its Revenue Bonds voted; and (e) the customer account or other identification number for each such beneficial owner; and
- vi. that each such beneficial owner has certified to the undersigned that it is eligible to vote on the Plan; and it will maintain the Beneficial Owner Ballots returned by its beneficial owners (whether properly completed or defective) for at least one year after the Voting Deadline and provide copies of such Beneficial Owner Ballots to the Bankruptcy Court or the Plan Proponents, as the case may be, if so ordered.

Name of Master Ballot Agent

Participant Number

Signature

If by Authorized Agent, Name and Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Complete

(Conformed Form of Class 1 Beneficial Owner Ballot)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
OCONEE REGIONAL HEALTH SYSTEMS,	:	
INC., et al.,⁹	:	(Jointly Administered)
Debtors.	:	
	:	
	:	
	X	

**BENEFICIAL OWNER BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

BENEFICIAL OWNER BALLOT FOR CLASS 1 BOND CLAIMS

**CUSIP NUMBERS 058024AT7, 058024AU4, 058024AV2, 058024AW0, 058024AX8
(the “Revenue Bonds”)**

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “**Plan Proponents**”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “**Plan**”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Beneficial Owner Ballot, please contact Garden City Group, LLC (the “**Voting Agent**”) via telephone at 1-614-289-5414 or via email at ORMinfo@choosegcg.com.

This Beneficial Owner Ballot is to be used for voting by beneficial owners of Revenue Bonds in connection with Class 1 Bond Claims. In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned to either the Voting Agent or a Master Ballot Agent as more particularly described below so that it is actually received no later than March 15, 2018 at 4:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended by the Plan Proponents.

⁹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement for Joint Chapter 11 Plan of Liquidation dated January 30, 2018 (as it may be amended, the “*Disclosure Statement*”), including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 1 if it is accepted by the holders of two-thirds (2/3) in amount and more than one-half (1/2) in number of Claims in Class 1 voting on the Plan. In the event that Class 1 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 1 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, the Debtors (including those holders who abstain from voting on or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder, whether or not they vote and whether or not they accept the Plan.

To have your vote counted, you must complete, sign, and return this Beneficial Owner Ballot. If you received a return envelope addressed to your bank, broker, or other nominee (each of the following, a “*Master Ballot Agent*”), please allow sufficient time for your Master Ballot Agent to process your vote on a Master Ballot and return the Master Ballot to the Voting Agent before the Voting Deadline. If you received a return envelope addressed to the Voting Agent, please return your completed Beneficial Owner Ballot so that it is received by the Voting Agent no later than the Voting Deadline, unless such time is extended by the Plan Proponents.

Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- a. Make sure that the information contained in Item 1 is correct;
- b. If you hold Revenue Bonds, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- c. Provide the information required by Item 3, if applicable to you;
- d. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 4. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents

evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);

- e. If you hold Claims in a Class other than Class 1, you may receive more than one Ballot labeled for a different Class. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;
- f. If more than one timely, properly completed Beneficial Owner Ballot is received, only the Beneficial Owner Ballot that bears the latest date will be counted, unless the holder of the Claim receives Bankruptcy Court approval to have the Beneficial Owner Ballot that bears the earliest date counted;
- g. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;
- h. Provide your name, mailing address, and any remaining information requested;
- i. Sign and date your Beneficial Owner Ballot; and
- j. Return your Beneficial Owner Ballot using the enclosed, pre-addressed return envelope.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-614-289-5414 OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount. The undersigned hereby certifies that as of February 8, 2018, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) or the Master Ballot Agent of a beneficial owner of Revenue Bonds in the amount reflected in this Item 1. If your Claims are held by a Master Ballot Agent on your behalf and you do not know the amount of your Claim, please contact your Master Ballot Agent immediately.

Claim Amount: _____

CUSIPs: _____

Item 2. Vote. The beneficial owner of the Revenue Bonds identified in Item 1 above votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan.

☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Certifications and Acknowledgements.

By completing and returning this Beneficial Owner Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents that:

- (i) it has not submitted any other Beneficial Owner Ballots for other Class 1 Claims held in other accounts or other record names; or
- (ii) it has provided the information specified in the following table for all other Class 1 Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan:

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLAIMS IN CLASS 1 ON
A BALLOT OTHER THAN THIS BALLOT.

	Name of Beneficial Owner ¹⁰	CUSIP	Account Number (if applicable)	Principal Amount of other Revenue Bonds
1.				
2.				
3.				

To be counted, a Beneficial Owner must vote *all* of its Claims within a Class either to accept or reject the Plan. No split votes will be permitted.

Item 4. Acknowledgments and Certifications. By returning this Beneficial Owner Ballot, the beneficial owner of the Revenue Bonds identified in Item 1 above acknowledges that it has been provided with the Disclosure Statement, including the Plan and all other exhibits thereto and a Combined Hearing Notice. The undersigned certifies that it (i) is the owner of the Revenue Bonds identified in Item 1 above and (ii) has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Plan Proponents' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Conditional Disclosure Statement Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name

Signature

¹⁰ List your name if you are the owner of record of such Claim. If the Claim is held in "street name," please list the name of your Master Ballot Agent.

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY.

75816738v.2

EXHIBIT F

(Conformed Notice of Consolidated Hearing)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
	:	
OCONEE REGIONAL HEALTH SYSTEMS, INC., et al.,¹	:	(Jointly Administered)
	:	
Debtors.	:	
	X	

**NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT; (II)
HEARING TO CONSIDER CONFIRMATION OF THE PLAN; (III) DEADLINE FOR
FILING OBJECTIONS TO CONFIRMATION OF THE PLAN; AND (IV) DEADLINE FOR
VOTING ON THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) filed a *Joint Plan of Liquidation* (Docket No. [630](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”)² and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. [631](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

By an Order dated **February 14, 2018**, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure Statement Order expressly reserves all parties’ rights to raise objections to the adequacy of information in the Disclosure Statement.

¹ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

² Capitalized terms not defined have the meanings provided in the Plan.

By the Conditional Disclosure Statement Order, the Bankruptcy Court established **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “**Voting Deadline**”) as the deadline by which ballots accepting or rejecting the Plan must be received. To be counted, original ballots must actually be received on or before the Voting Deadline by ~~GCG, Inc.~~ Garden City Group, LLC (the “**Voting Agent**”) at the following address:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING

On **March 20, 2018 at 4:00 p.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Austin Carter in the United States Bankruptcy Court for the Middle District of Georgia to consider (i) final approval of the Disclosure Statement and (ii) confirmation of the Plan, as the same may be amended or modified (the “**Combined Hearing**”).

The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

“Exculpation. Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“Challenge Rights Settlement. The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“Injunction. Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv)

any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; **provided, however,** that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (v) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (vi) the Bond Trustee solely in its capacity as Bond Trustee, (vii) the DIP Lender solely in its capacity as DIP Lender, (viii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

DEADLINE FOR OBJECTIONS TO APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference to "Oconee Regional" in the subject line - to: info@choosegeg.com ORMinfo@choosegcg.com or by telephone at [1-614-289-5414](tel:1-614-289-5414). Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.gamb.uscourts.gov>.

**IF YOU HAVE ANY QUESTIONS REGARDING THE VOTING PROCEDURES,
OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE
STATEMENT OR OTHER ~~ENCLOSED~~ MATERIALS, PLEASE CONTACT THE
VOTING AGENT.**

~~January~~,

February 14, 2018

~~The Official Committee of Unsecured Creditors of Oconee Regional Health Systems, Inc., et al.,
Debtors~~

~~/s/ John D. Elrod~~
~~GREENBERG TRAURIG LLP~~
~~John D. Elrod~~
~~3333 Piedmont Road NE, Suite 2500~~
~~Atlanta, Georgia 30305~~
~~Tel.: 678-553-2259~~
~~Fax.: 678-553-2269~~
~~Email: elrodj@gtlaw.com~~

~~U.S. Bank National Association, as bond trustee and master trustee~~

~~/s/ John Thomson~~
~~ADAMS AND REESE LLP~~
~~John Thomson~~
~~3423 Peachtree Road NE, Suite 450~~
~~Atlanta, Georgia 30326~~
~~Tel.: 470-427-3700~~
~~Fax.: 404-500-5975~~
~~Email: john.thomson@arlaw.com~~

~~-and-~~

~~MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.~~

~~Ian A. Hammel~~

~~Eric Blythe~~

~~One Financial Center~~

~~Boston, Massachusetts 02111~~

~~Tel.: 617-542-6000~~

~~Fax.: 617-542-2241~~

~~Email: iahammel@mintz.com~~

*The Official Committee of Unsecured Creditors
of Oconee Regional Health Systems, Inc., et al.,
Debtors*

/s/ John D. Elrod

GREENBERG TRAURIG LLP

John D. Elrod

3333 Piedmont Road NE, Suite 2500

Atlanta, Georgia 30305

Tel.: 678-553-2259

Fax.: 678-553-2269

Email: elrodj@gtlaw.com

*U.S. Bank National Association, as bond
trustee and master trustee*

/s/ John Thomson

ADAMS AND REESE LLP

John Thomson

3423 Peachtree Road NE, Suite 450

Atlanta, Georgia 30326

Tel.: 470-427-3700

Fax.: 404-500-5975

Email: john.thomson@arlaw.com

-and-

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.

Ian A. Hammel

Eric Blythe

One Financial Center

Boston, Massachusetts 02111

Tel.: 617-542-6000

Fax.: 617-542-2241

Email: iahammel@mintz.com

(Conformed Notice to Non-Voting Classes (Impaired))

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
	:	
OCONEE REGIONAL HEALTH SYSTEMS, INC., et al.,³	:	(Jointly Administered)
	:	
Debtors.	X	

**NOTICE OF IMPAIRED NON-VOTING STATUS AND (I) CONDITIONAL APPROVAL
OF DISCLOSURE STATEMENT; (II) HEARING TO CONSIDER CONFIRMATION OF
THE PLAN; AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF
THE PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) filed a *Joint Plan of Liquidation* (Docket No. [630](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”)⁴ and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. [631](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

By an Order dated **February 14, 2018**, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure

³ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

⁴ Capitalized terms not defined have the meanings provided in the Plan.

Statement Order expressly reserves all parties' rights to raise objections to the adequacy of information in the Disclosure Statement.

DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING

On **March 20, 2018 at 4:11:00 p.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Austin Carter in the United States Bankruptcy Court for the Middle District of Georgia to consider (i) final approval of the Disclosure Statement and (ii) confirmation of the Plan, as the same may be amended or modified (the "**Combined Hearing**").

The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

NON-VOTING STATUS

You are receiving this Notice because under the terms of the Plan (i) you are a holder of Claim(s) in a Class that (a) has been deemed to reject the Plan and (b) **not** entitled to vote; or (ii) you are not entitled to receive or retain property on account of your Claim(s) or Interest(s) in the Debtors and, therefore, in accordance with section 1126(g) of the Bankruptcy Code, you are (a) deemed to reject the Plan and (b) **not** entitled to vote on the Plan. Accordingly, this Notice is being mailed to you for your information only.

If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtors that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan Proponents will not automatically provide you with copies of the Plan and/or Disclosure Statement. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference to "Oconee Regional" in the subject line - to: ORMinfo@choosegcg.com or by telephone at **1-614-289-5414**. Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.gamb.uscourts.gov>.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

"Exculpation. Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or

willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“*Challenge Rights Settlement.* The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“*Injunction.* Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; *provided, however,* that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (iv) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (v) the Bond Trustee solely in its capacity as Bond Trustee, (vi) the DIP Lender solely in its capacity as DIP Lender, (vii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (viii) each employee and professional of the foregoing, solely in their capacity as such.

**DEADLINE FOR OBJECTIONS TO APPROVAL OF THE
DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN**

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “*Objection Deadline*”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

~~January 5,~~

February 14, 2018

*The Official Committee of Unsecured Creditors
of Oconee Regional Health Systems, Inc., et al.,
Debtors*

/s/ John D. Elrod

GREENBERG TRAURIG LLP

John D. Elrod

3333 Piedmont Road NE, Suite 2500

Atlanta, Georgia 30305

Tel.: 678-553-2259

Fax.: 678-553-2269

Email: elrodj@gtlaw.com

*U.S. Bank National Association, as bond trustee
and master trustee*

/s/ John Thomson

ADAMS AND REESE LLP

John Thomson

3423 Peachtree Road NE, Suite 450

Atlanta, Georgia 30326

Tel.: 470-427-3700

Fax.: 404-500-5975

Email: john.thomson@arlaw.com

-and-

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.

Ian A. Hammel

Eric Blythe

One Financial Center

Boston, Massachusetts 02111

Tel.: 617-542-6000

Fax.: 617-542-2241

Email: iahammel@mintz.com

~~*The Official Committee of Unsecured Creditors of Oconee Regional Health Systems, Inc., et al.,
Debtors*~~

~~/s/ John D. Elrod~~

~~GREENBERG TRAURIG LLP~~

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Atlanta, Georgia 30305
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Fax.: 678-553-2269
Email: elrodj@gtlaw.com~~

~~U.S. Bank National Association, as bond trustee and master trustee~~

~~/s/ **John Thomson**
ADAMS AND REESE LLP
John Thomson
3423 Peachtree Road NE, Suite 450
Atlanta, Georgia 30326
Tel.: 470-427-3700
Fax.: 404-500-5975
Email: john.thomson@arlaw.com~~

~~-and-~~

~~MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.
Ian A. Hammel
Eric Blythe
One Financial Center
Boston, Massachusetts 02111
Tel.: 617-542-6000
Fax.: 617-542-2241
Email: iahammel@mintz.com~~

(Conformed Notice to Non-Voting Classes (Unimpaired))

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
	:	
OCONEE REGIONAL HEALTH SYSTEMS, INC., et al.,⁵	:	(Jointly Administered)
	:	
Debtors.	:	
	X	

**NOTICE OF UNIMPAIRED NON-VOTING STATUS AND (I) CONDITIONAL APPROVAL
OF DISCLOSURE STATEMENT; (II) HEARING TO CONSIDER CONFIRMATION OF THE
PLAN; AND (III) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE
PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

THE PLAN AND DISCLOSURE STATEMENT

On **January 30, 2018**, the Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”), and U.S. Bank National Association, as bond trustee and master trustee (the “**Bond Trustee**” and collectively with the Committee, the “**Plan Proponents**”) filed a *Joint Plan of Liquidation* (Docket No. [630](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”) and a *Disclosure Statement for Joint Plan of Liquidation* (Docket No. [631](#)) (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT

By an Order dated **February 14, 2018**, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure Statement Order expressly reserves all parties’ rights to raise objections to the adequacy of information in the Disclosure Statement.

⁵ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

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The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

NON-VOTING STATUS

You are receiving this Notice because under the terms of the Plan either (a) your Claim(s) are not classified under the Plan pursuant to Bankruptcy Code Section 1123(a) and therefore you are not entitled to vote on the Plan; or (b) you are a holder of a Claim which is defined in the Plan as being in a Class receiving an estimated one hundred percent (100%) recovery under the Plan, and therefore deemed to have accepted the Plan pursuant to Bankruptcy Code Section 1126(f), and are not entitled to vote to accept or reject the Plan. Accordingly, this Notice is being mailed to you for your information only.

If, notwithstanding this notice of your non-voting status, you believe that you may have a Claim against the Debtors that entitles you to vote on the Plan, you should immediately request the appropriate Ballot by contacting the Voting Agent.

COPIES OF THE PLAN AND DISCLOSURE STATEMENT

The Plan Proponents will not automatically provide you with copies of the Plan and/or Disclosure Statement. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent either by email request - with a reference to “Oconee Regional” in the subject line - to: ORMinfo@choosegcg.com or by telephone at [1-614-289-5414](tel:1-614-289-5414). Copies of the Plan and Disclosure Statement will be available online at: <http://cases.gardencitygroup.com/orm>. Copies of the Plan and Disclosure Statement are also on file with the clerk of the Bankruptcy Court for the Middle District of Georgia and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court’s internet website at <http://www.gamb.uscourts.gov>.

INJUNCTIONS, RELEASES, AND DISCHARGE

The Plan contains the release and exculpation provisions set forth below:

“*Exculpation.* Except as specifically provided in this Plan, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, cause of action or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to this Plan. Each Exculpated Party has, and upon Confirmation of this Plan shall be deemed to have, participated in good faith and in compliance with the Bankruptcy Code and applicable non-bankruptcy law with regard to the solicitation

of votes pursuant to this Plan, and, therefore, shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan.”

“*Challenge Rights Settlement.* The Settlement Agreement and Challenge Rights Settlement, including the release specified in Section 5.04 of the Settlement Agreement are expressly incorporated into this Plan as if fully set forth herein.”

“*Injunction.* Except as otherwise provided in this Plan or Confirmation Order, as of the Effective Date all Persons that hold a Claim are permanently enjoined from taking any of the following actions against (i) the Exculpated Parties; (ii) the Liquidating Trustee; (iii) the Trusts; (iv) any successors or professionals of the foregoing; or (v) any Assets or any other Trust Assets, on account of any Claim: (1) commencing or continuing in any manner any action or other proceeding with respect to a Claim; (2) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order with respect to a Claim; (3) creating, perfecting or enforcing any lien or encumbrance with respect to a Claim; (4) commencing or continuing any action in any court other than the Bankruptcy Court absent a showing the Bankruptcy Court lacks jurisdiction; or (5) commencing or continuing any action that does not comply with or is inconsistent with this Plan. Nothing in this injunction shall preclude the holder of a Claim from enforcing its rights to the treatment provided in this Plan, from pursuing any available insurance or third parties not expressly described above, or from seeking discovery in actions against third parties.”

For these purposes,

Exculpated Claim means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; *provided, however,* that Exculpated Claims shall not include (i) with respect to any member of the Committee, any Avoidance Actions, or (ii) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim; and

Exculpated Party means each of: (i) the Committee, (ii) the members of the Committee solely in their capacity as members of the Committee, (iii) the Post Effective Date Committee, (iv) the members of the Post Effective Date Committee solely in their capacity as members of the Post Effective Date Committee, (v) each owners of the Revenue Bonds solely in their capacity as owners of the Revenue Bonds, (vi) the Bond Trustee solely in its capacity as Bond Trustee, (vii) the DIP Lender solely in its capacity as DIP Lender, (viii) the Liquidating Trustee, solely in his capacity as Liquidating Trustee; and (ix) each employee and professional of the foregoing, solely in their capacity as such.

**DEADLINE FOR OBJECTIONS TO APPROVAL OF THE
DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN**

Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the clerk of the Court, United States Bankruptcy Court for the Middle District of Georgia, 433 Cherry Street, Macon, Georgia, on or before **March 15, 2018 at 4:00 p.m. (Eastern Time)** (the “*Objection Deadline*”), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtors’ chapter 11 cases; and (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objection.

~~January~~,
[REDACTED]

February 14, 2018

~~*The Official Committee of Unsecured Creditors of Oconee Regional Health Systems, Inc., et al.,
Debtors*~~

~~*/s/ John D. Elrod*~~

~~GREENBERG TRAURIG LLP~~

~~John D. Elrod~~

~~3333 Piedmont Road NE, Suite 2500~~

~~Atlanta, Georgia 30305~~

~~Tel.: 678-553-2259~~

~~Fax.: 678-553-2269~~

~~Email: elrodj@gtlaw.com~~

~~*U.S. Bank National Association, as bond trustee and master trustee*~~

~~*/s/ John Thomson*~~

~~ADAMS AND REESE LLP~~

~~John Thomson~~

~~3423 Peachtree Road NE, Suite 450~~

~~Atlanta, Georgia 30326~~

~~Tel.: 470-427-3700~~

~~Fax.: 404-500-5975~~

~~Email: john.thomson@arlaw.com~~

~~-and-~~

~~MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.~~

~~Ian A. Hammel~~

~~Eric Blythe~~

~~One Financial Center~~

~~Boston, Massachusetts 02111~~

~~Tel.: 617-542-6000~~

~~Fax.: 617-542-2241~~

~~Email: iahammel@mintz.com~~

*The Official Committee of Unsecured Creditors
of Oconee Regional Health Systems, Inc., et al.,
Debtors*

*U.S. Bank National Association, as bond trustee
and master trustee*

/s/ John D. Elrod

GREENBERG TRAURIG LLP

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/s/ John Thomson

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MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
AND POPEO, P.C.

Ian A. Hammel

Eric Blythe

One Financial Center

Boston, Massachusetts 02111

Tel.: 617-542-6000

Fax.: 617-542-2241

Email: iahammel@mintz.com

(Conformed Form of Class 4 Ballot)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

-----	X
	: Chapter 11
In re:	:
	: Case No. 17-51005-AEC
	:
OCONEE REGIONAL HEALTH SYSTEMS,	: (Jointly Administered)
INC., <i>et al.</i> , ⁷	:
	:
Debtors.	X

**BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

BALLOT FOR CLASS 4 GENERAL UNSECURED CLAIMS

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “*Committee*”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “*Plan Proponents*”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “*Plan*”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Ballot, please ~~call GCG, Inc.~~ contact Garden City Group, LLC (the “*Voting Agent*”) via telephone at 1-614-289-5414 or via email at ORMinfo@choosegcg.com.

This Ballot is to be used for voting by holders of Class 4 General Unsecured Claims. In order for your vote to be counted, this Ballot must be properly completed, signed, and returned to the Voting Agent so that it is actually received no later than March 15, 2018 at 5:00 p.m. (Eastern Time) (the “*Voting Deadline*”), unless such time is extended by the Plan Proponents.

This Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE BALLOT

⁷ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

This Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement for Joint Chapter 11 Plan of Liquidation dated January 30, 2018 (as it may be amended, the “***Disclosure Statement***”), including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 4 if it is accepted by the holders of two-thirds (2/3) in amount and more than one-half (1/2) in number of Claims in Class 4 voting on the Plan. In the event that Class 4 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 4 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, the Debtors (including those holders who abstain from voting on or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder, whether or not they vote and whether or not they accept the Plan.

To have your vote counted, you must complete, sign, and return this Ballot so that it is received by the Voting Agent at the appropriate address listed below no later than the Voting Deadline, unless such time is extended by the Plan Proponents. Ballots must be delivered to the Voting Agent at the appropriate address listed below:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

To properly complete the Ballot, you must follow the procedures described below:

- ~~a.~~ a. Make sure that the information contained in Item 1 is correct;
- ~~b.~~ b. If you hold a Claim in Class 4, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- ~~c.~~ c. If you are completing this Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 3. By submitting the Ballot you are certifying that you have authority to so act and agree to provide documents evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);
- ~~d.~~ d. If you hold Claims in a Class other than Class 4, you may receive more than one Ballot labeled for a different Class. Your vote will be counted in determining acceptance or

rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;

~~e.~~ e. If more than one timely, properly completed Ballot is received, only the Ballot that bears the latest date will be counted, unless the holder of the Claim receives Bankruptcy Court approval to have the Ballot that bears the earliest date counted;

~~f.~~ f. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

~~g.~~ g. Provide your name, mailing address, and any remaining information requested;

~~h.~~ h. Sign and date your Ballot; and

~~i.~~ i. Return your Ballot ~~with an original signature~~ to the Voting Agent.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE ~~A COPY OF~~ THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-~~800-848-8484~~ (DOMESTIC TOLL-FREE) OR 1-~~800-848-8484~~ (INTERNATIONAL) 614-289-5414. OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of Class 4 Claim. For purpose of voting to accept or reject the Plan, the undersigned certifies that as of February 8, 2018, the undersigned holds a Class 4 Claim ~~against the Debtor(s)~~ below in the amount set forth below:

Claim Amount: _____
Debtor(s): _____

Item 2. Vote on the Plan. The undersigned holder of the Class 4 Claim identified in Item 1 above hereby votes to:

☐ **ACCEPT** (vote FOR) the Plan.

☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges that the undersigned has been provided with: ~~a copy of~~ the Disclosure Statement, including the Plan and all other exhibits thereto; and a Combined Hearing Notice; ~~a copy of the Conditional Disclosure Statement Order without exhibits; and copies of a letter or letters recommending approval of the Plan.~~ The undersigned certifies that it (i) is the holder of the Class 4 Claim identified in Item 1 above and (ii) has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges

that the Plan Proponents' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Conditional Disclosure Statement Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name of Claimant

Signature

If by Authorized Agent, Name and Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

(Conformed Form of Class 1 Master Ballot)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION**

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 17-51005-AEC
	:	
OCONEE REGIONAL HEALTH SYSTEMS, INC., et al.,⁸	:	(Jointly Administered)
	:	
Debtors.	:	
	X	

**MASTER BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

MASTER BALLOT FOR CLASS 1 BOND CLAIMS

**CUSIP NUMBERS 058024AT7, 058024AU4, 058024AV2, 058024AW0, 058024AX8
(the “Revenue Bonds”)**

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “**Committee**”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “**Plan Proponents**”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “**Plan**”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Master Ballot, please ~~call GCG, Inc.~~ [contact Garden City Group, LLC](mailto:GardenCityGroupLLC@choossegcg.com) (the “**Voting Agent**”) [via telephone](tel:6142895414) at 1- -614-289-5414 or [via email](mailto:ORMinfo@choossegcg.com) at ORMinfo@choossegcg.com.

This Master Ballot is to be used by you, as a broker, bank or other nominee; or as the agent of a broker, bank or other nominee (each of the foregoing, a “Master Ballot Agent**”), or as the proxy holder of a Master Ballot Agent or beneficial owner for Revenue Bonds, to transmit to the Voting Agent the votes of such beneficial owners in respect of their Revenue Bonds to accept or reject the Plan.**

⁸ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

This Master Ballot must be properly completed, signed, and returned to the Voting Agent as more particularly described below so that it is actually received no later than March 15, 2018 at 5:00 p.m. (Eastern Time) (the “Voting Deadline”), unless such time is extended by the Plan Proponents.

This Master Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE MASTER BALLOT

VOTING DEADLINE/VOTING AGENT:

To have the votes reflected on this Master Ballot counted, this Master Ballot must be completed, signed, and returned to the Voting Agent so that it is actually received no later than the Voting Deadline, unless such time is extended by the Plan Proponents. Master Ballots must be delivered to the Voting Agent at the appropriate address listed below:

If by U.S. Mail:	If by Hand or Overnight Mail:
Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG P.O. Box 10443 Dublin, Ohio 43017	Oconee Regional Medical Center <u>Health Systems, Inc., et al.</u> c/o GCG 5151 Blazer Parkway, Suite A Dublin, Ohio 43017

Master Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

HOW TO VOTE:

If you are both the registered owner and the beneficial owner of any principal amount of the Revenue Bonds and you wish to vote any Revenue Bonds held on account thereof, you may complete, sign, and return to the Voting Agent either an individual Beneficial Owner Ballot or a Master Ballot.

If you are transmitting the votes of any beneficial owners of Revenue Bonds other than yourself, you may either:

1. “Prevalidate” the Beneficial Owner Ballot contained in the solicitation materials and then forward the solicitation materials to the beneficial owner of the Revenue Bonds for voting within five Business Days after the receipt by such Master Ballot Agent of the solicitation materials, along with clear instructions stating that beneficial owners must return their pre-validated Beneficial Owner Ballots directly to the Voting Agent so that they are actually received by the Voting Agent on or before the Voting Deadline. The beneficial owner will then return the Beneficial Owner Ballot directly to the Voting Agent in the return envelope provided in the solicitation materials. A Master Ballot Agent “prevalidates” a Beneficial Owner Ballot by indicating thereon the record owner of the Revenue Bonds voted, the amount of the Revenue Bonds held by the beneficial owner, the appropriate account numbers through which the beneficial owner’s holdings are derived, and executing the Beneficial Owner Ballot.

The beneficial owner shall return the “prevalidated” Beneficial Owner Ballot directly to the Voting Agent;

OR

2. Within five Business Days after the receipt by such Master Ballot Agent of the solicitation materials, forward the solicitation materials to the beneficial owner of the Revenue Bonds for voting along with a return envelope provided by and addressed to the Master Ballot Agent, with the beneficial owner then returning the Beneficial Owner Ballot to the Master Ballot Agent. In such case, the Master Ballot Agent will tabulate the votes of its respective beneficial owners on the Master Ballot that has been provided to the Master Ballot Agent separately, in accordance with these instructions, and then return the Master Ballot to the Voting Agent. The Master Ballot Agent should advise the beneficial owners to return their Beneficial Owner Ballots to the Master Ballot Agent by a date calculated by the Master Ballot Agent to allow it to prepare and return the Master Ballot to the Voting Agent so that the Master Ballot is actually received by the Voting Agent by the Voting Deadline.

With respect to all Beneficial Owner Ballots returned to you, you must properly complete the Master Ballot, as follows:

~~a.~~ a. Check the appropriate box in item 1 on the Master Ballot;

~~b.~~ b. Provide the information requested in Item 2 of the Master Ballot, as transmitted to you by the beneficial owners of Revenue Bonds. To identify such beneficial owners without disclosing their names, please use the customer account number assigned by you to each such beneficial owner, or if no such customer account number exists, please assign a number to each account (making sure to retain a separate list of each beneficial owner and the assigned number). **IMPORTANT: EACH BENEFICIAL OWNER MUST VOTE ALL OF ITS REVENUE BONDS EITHER TO ACCEPT OR REJECT THE PLAN, AND MAY NOT SPLIT SUCH VOTE. IF ANY BENEFICIAL OWNER HAS ATTEMPTED TO SPLIT SUCH VOTE, PLEASE CONTACT THE VOTING AGENT IMMEDIATELY.** Any Beneficial Owner Ballot that is signed, dated, and timely received, but does not indicate acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, will not be counted;

~~e.~~ c. Please note that Item 3 of the Master Ballot requests that you transcribe the information provided by each beneficial owner in Item 3 of each completed Beneficial Owner Ballot relating to other Revenue Bonds voted;

~~d.~~ d. Review the certification in Item 4 of the Master Ballot;

~~e.~~ e. Sign and date your Master Ballot and provide the remaining information requested;

~~f.~~ f. The Master Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. At this time beneficial owners of Revenue Bonds should not surrender certificates representing their securities;

~~g.~~ g. The Estates will reimburse you for your reasonable, documented and actual costs and expenses incurred by you in forwarding Beneficial Owner Ballots and related materials

to beneficial owners of the Revenue Bonds. No other fees or remuneration will be payable to the Master Ballot Agent for soliciting votes on the Plan;

~~h.~~ h. Contact the Voting Agent if you need any additional information; and

~~i.~~ i. Return your Master Ballot ~~with an original signature~~ using the enclosed, pre-addressed return envelope so that it is received by the Voting Agent before the Voting Deadline. For each completed Beneficial Owner Ballot returned to you, either forward such Ballot (along with your Master Ballot) to the Voting Agent or retain such Ballot in your files for one year from the Voting Deadline.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU OR ANY OTHER ENTITY THE AGENT OF THE PLAN PROPONENTS OR THE VOTING AGENT OR AUTHORIZE YOU OR ANY OTHER ENTITY TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THE PLAN PROPONENTS WITH RESPECT TO THE PLAN, EXCEPT FOR THE STATEMENTS CONTAINED IN THE DOCUMENTS ENCLOSED HERewith.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE MASTER BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR MASTER BALLOT, (III) DID NOT RECEIVE ~~A COPY OF~~ THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOTS OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-(DOMESTIC TOLL-FREE) OR 1-(INTERNATIONAL)614-289-5414 OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Certification of Authority to Vote. The undersigned certifies that as of February 8, 2018, the undersigned (please check appropriate box):

☐ Is a broker, bank, or other nominee for the beneficial owners of the principal amount of the Revenue Bonds indicated in Item 2 below, and is the registered holder or the Master Ballot Agent of such securities, or

☐ Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a broker, bank, or other nominee that is the registered holder or the Master Ballot Agent of the principal amount of Revenue Bonds listed in Item 2 below, or

☐ Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee, or a beneficial owner, that is the registered holder or the Master Ballot Agent of the principal amount of Revenue Bonds listed in Item 2 below, and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the beneficial owners of the Revenue Bonds described in Item 2.

Item 2. Votes on the Plan Cast By Beneficial Owners. The undersigned certifies that the information provided below (including any information provided on additional sheets attached hereto) is a true and

accurate schedule of the beneficial owners of Revenue Bonds as identified by their respective customer name or account number, that have delivered duly completed and executed Beneficial Owner Ballots to the undersigned. Any Beneficial Owner Ballot that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan has not been counted.

(Please complete the information requested below. Attach additional sheets if necessary).

Customer Account No.	CUSIP	Principal Amount of Votes	
		For Plan	Against Plan
Totals:			

Item 3. Additional Ballots Submitted by Beneficial Owners. The undersigned certifies that the information provided below (including any information on additional sheets attached hereto) is a true and accurate schedule on which the undersigned has transcribed the information, if any, provided in each Beneficial Owner Ballot received from a beneficial owner of Revenue Bonds.

(Please complete the information requested below. Attach additional sheets if necessary.)

Your Customer Account Number For Each Beneficial Owner	INFORMATION TO BE TRANSCRIBED FROM ITEM 3 OF BENEFICIAL OWNERS' INDIVIDUAL BALLOTS REGARDING OTHER BALLOTS CAST			
	Beneficial Owner's Name	Customer Account Number for Other Account(s)	Name of Broker, Bank, Dealer or Other Agent or Nominee for Other Account(s) (If Applicable)	Principal Amount of Revenue Bonds Giving Rise to Other Revenue Bonds Voted
1.				
2.				
3.				
4.				
5.				

Item 4. Additional Certifications. By signing this Master Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents:

i. that the undersigned has delivered ~~a copy of~~ the Disclosure Statement (together with the rest of the solicitation package) to each beneficial owner whose vote is reflected on this Master Ballot, and that by executing its Beneficial Owner Ballot, such beneficial owner has acknowledged that the solicitation is being made pursuant to the terms and conditions set forth therein;

- ~~ii.~~ ii. that the undersigned has received a completed and signed Beneficial Owner Ballot from each beneficial owner listed in Item 2 of the Master Ballot;
- ~~iii.~~ iii. that the undersigned is the registered owner of the securities being voted;
- ~~iv.~~ iv. that the undersigned has been authorized by each of its beneficial owners to vote on the Plan;
- ~~v.~~ v. that the undersigned has properly disclosed: (a) the number of beneficial owners whose Beneficial Owner Ballots are reflected on this Master Ballot; (b) the respective amounts of each such beneficial owner's Revenue Bonds voted; (c) each such beneficial owner's respective vote concerning the Plan; (d) each such beneficial owner's certification as to its Revenue Bonds voted; and (e) the customer account or other identification number for each such beneficial owner; and
- ~~vi.~~ vi. that each such beneficial owner has certified to the undersigned that it is eligible to vote on the Plan; and it will maintain the Beneficial Owner Ballots returned by its beneficial owners (whether properly completed or defective) for at least one year after the Voting Deadline and provide copies of such Beneficial Owner Ballots to the Bankruptcy Court or the Plan Proponents, as the case may be, if so ordered.

Name of Master Ballot Agent

Participant Number

Signature

If by Authorized Agent, Name and Title

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date ~~Completed~~ Complete

(Conformed Form of Class 1 Beneficial Owner Ballot)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

----- X
In re: : Chapter 11
: :
: Case No. 17-51005-AEC
: :
OCONEE REGIONAL HEALTH SYSTEMS, : (Jointly Administered)
INC., ⁺⁹ ₋ : :
: :
Debtors. X

BENEFICIAL OWNER BALLOT FOR ACCEPTING OR REJECTING
JOINT CHAPTER 11 PLAN OF LIQUIDATION

BENEFICIAL OWNER BALLOT FOR CLASS 1 BOND CLAIMS

CUSIP NUMBERS 058024AT7, 058024AU4, 058024AV2, 058024AW0, 058024AX8
(the “Revenue Bonds”)

The Official Committee of Unsecured Creditors appointed in the above-captioned proceedings (the “*Committee*”) and U.S. Bank National Association, as bond trustee and master trustee (collectively, the “*Plan Proponents*”) are soliciting votes with respect to the Joint Plan of Liquidation, dated January 30, 2018 (as may be amended from time to time, the “*Plan*”) from the holders of certain impaired Claims against the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Plan and the related solicitation procedures. If you have any questions on how to properly complete this Beneficial Owner Ballot, please ~~call GCG, Inc.~~ contact Garden City Group, LLC (the “*Voting Agent*”) via telephone at 1-~~800-614-289-5414~~ or via email at ORMinfo@choosegcg.com.

This Beneficial Owner Ballot is to be used for voting by beneficial owners of Revenue Bonds in connection with Class 1 Bond Claims. In order for your vote to be counted, this Beneficial Owner Ballot must be properly completed, signed, and returned to either the Voting Agent or a Master Ballot Agent as more particularly described below so that it is actually received no later than March ~~15~~ 15, 2018 at ~~54~~ 5:00 p.m. (Eastern Time) (the “*Voting Deadline*”), unless such time is extended by the Plan Proponents.

⁺⁹ ₋ The Debtors include the following parties (the last four digits of the employer identification number for each of the Debtors as reported by the Debtors follow in parenthesis): (i) Oconee Regional Health Systems, Inc. (9394), (ii) Oconee Regional Medical Center, Inc. (9398), (iii) Oconee Regional Health Services, Inc. (9397), (iv) Oconee Regional Emergency Medical Services, Inc. (3857), (v) Oconee Regional Health Ventures, Inc. (sometimes d/b/a Oconee Neurology Services) (8516), (vi) Oconee Internal Medicine, LLC (1712), (vii) Oconee Orthopedics, LLC (3694), (viii) ORHV Sandersville Family Practice, LLC (1236), and (ix) Oconee Regional Senior Living, Inc. (5613).

This Beneficial Owner Ballot is solely for purposes of voting to accept or reject the Plan and not for the purpose of allowance or disallowance of, or distribution on account of any Claims.

INSTRUCTIONS FOR COMPLETING THE BALLOT

This Beneficial Owner Ballot is submitted to you to solicit your vote to accept or reject the Plan. The terms of the Plan are described in the Disclosure Statement for Joint Chapter 11 Plan of Liquidation dated January 30, 2018 (as it may be amended, the “*Disclosure Statement*”), including all exhibits thereto. **PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**

The Plan will be accepted by Class 1 if it is accepted by the holders of two-thirds (2/3) in amount and more than one-half (1/2) in number of Claims in Class 1 voting on the Plan. In the event that Class 1 rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan does not unfairly discriminate against, and accords fair and equitable treatment to, the holders of Claims in Class 1 and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against, and Equity Interests in, the Debtors (including those holders who abstain from voting on or reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereunder, whether or not they vote and whether or not they accept the Plan.

To have your vote counted, you must complete, sign, and return this Beneficial Owner Ballot. If you received a return envelope addressed to your bank, broker, or other nominee (each of the following, a “*Master Ballot Agent*”), please allow sufficient time for your Master Ballot Agent to process your vote on a Master Ballot and return the Master Ballot to the Voting Agent before the Voting Deadline. If you received a return envelope addressed to the Voting Agent, please return your completed Beneficial Owner Ballot so that it is received by the Voting Agent no later than the Voting Deadline, unless such time is extended by the Plan Proponents.

Beneficial Owner Ballots will not be accepted by telecopy, facsimile, or other electronic means of transmission.

To properly complete the Beneficial Owner Ballot, you must follow the procedures described below:

- ~~a.~~ a. Make sure that the information contained in Item 1 is correct;
- ~~b.~~ b. If you hold Revenue Bonds, cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;
- ~~c.~~ c. Provide the information required by Item 3, if applicable to you;
- ~~d.~~ d. If you are completing this Beneficial Owner Ballot on behalf of another entity, indicate your relationship with such entity and the capacity in which you are signing on the appropriate line in Item 4. By submitting the Beneficial Owner Ballot you are certifying that you have authority to so act and agree to provide documents

evidencing such authority upon request (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act);

~~e.~~e. If you hold Claims in a Class other than Class 1, you may receive more than one Ballot labeled for a different Class. Your vote will be counted in determining acceptance or rejection of the Plan by a particular Class only if you complete, sign, and return the Ballot labeled for that Class in accordance with the instructions on that Ballot;

~~f.~~f. If more than one timely, properly completed Beneficial Owner Ballot is received, only the Beneficial Owner Ballot that bears the latest date will be counted, unless the holder of the Claim receives Bankruptcy Court approval to have the Beneficial Owner Ballot that bears the earliest date counted;

~~g.~~g. If you believe that you have received the wrong Ballot, please contact the Voting Agent immediately;

~~h.~~h. Provide your name, mailing address, and any remaining information requested;

~~i.~~i. Sign and date your Beneficial Owner Ballot; and

~~j.~~j. Return your Beneficial Owner Ballot ~~with an original signature~~ using the enclosed, pre-addressed return envelope.

IF YOU (I) HAVE ANY QUESTIONS REGARDING THE BALLOT, (II) DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, (III) DID NOT RECEIVE ~~A COPY OF~~ THE DISCLOSURE STATEMENT OR PLAN, OR (IV) NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT VIA PHONE AT 1-~~800-448-8444~~ (DOMESTIC TOLL FREE) OR 1-~~800-448-8444~~ (INTERNATIONAL) 614-289-5414 OR VIA EMAIL AT ORMINFO@CHOOSEGCG.COM. PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT. THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount. The undersigned hereby certifies that as of February ~~2018~~8, 2018, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) or the Master Ballot Agent of a beneficial owner of Revenue Bonds in the amount reflected in this Item 1. If your Claims are held by a Master Ballot Agent on your behalf and you do not know the amount of your Claim, please contact your Master Ballot Agent immediately.

Claim Amount: _____

CUSIPs: _____

Item 2. Vote. The beneficial owner of the Revenue Bonds identified in Item 1 above votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan.

☐ **REJECT** (vote AGAINST) the Plan.

Item 3. Certifications and Acknowledgements.

By completing and returning this Beneficial Owner Ballot, the undersigned certifies to the Bankruptcy Court and the Plan Proponents that:

- (i) it has not submitted any other Beneficial Owner Ballots for other Class 1 Claims held in other accounts or other record names; or
- (ii) it has provided the information specified in the following table for all other Class 1 Claims for which it has submitted additional Beneficial Owner Ballots, each of which indicates the same vote to accept or reject the Plan:

ONLY COMPLETE THIS SECTION IF YOU HAVE VOTED OTHER CLAIMS IN CLASS 1 ON A BALLOT OTHER THAN THIS BALLOT.

	Name of Beneficial Owner ²¹⁰	CUSIP	Account Number (if applicable)	Principal Amount of other Revenue Bonds
1.				
2.				
3.				

To be counted, a Beneficial Owner must vote *all* of its Claims within a Class either to accept or reject the Plan. No split votes will be permitted.

Item 4. Acknowledgments and Certifications. By returning this Beneficial Owner Ballot, the beneficial owner of the Revenue Bonds identified in Item 1 above acknowledges that it has been provided with ~~a copy of~~ the Disclosure Statement, including the Plan and all other exhibits thereto; and a Combined Hearing Notice; ~~a copy of the Conditional Disclosure Statement Order without exhibits; and copies of a letter or letters recommending approval of the Plan.~~ The undersigned certifies that it (i) is the owner of the Revenue Bonds identified in Item 1 above and (ii) has full power and authority to vote to accept or reject the Plan. The undersigned further acknowledges that the Plan Proponents' solicitation of votes is subject to all terms and conditions set forth in the Disclosure Statement, the Conditional Disclosure Statement Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein.

Name

²—List your name if you are the owner of record of such Claim. If the Claim is held in "street name," please list the name of your Master Ballot Agent.

¹⁰ List your name if you are the owner of record of such Claim. If the Claim is held in "street name," please list the name of your Master Ballot Agent.

~~—Social Security or Federal Tax I.D. No. (optional)~~

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT PROMPTLY.

[75816738v.2](#)

Document comparison by Workshare 9.5 on Wednesday, February 21, 2018
12:54:57 PM

Input:	
Document 1 ID	interwovenSite://DMS/Active/75816738/1
Description	#75816738v1<Active> - Oconee -- Conformed Plan Notices and Ballots
Document 2 ID	interwovenSite://DMS/Active/75816738/2
Description	#75816738v2<Active> - Oconee -- Conformed Plan Notices and Ballots
Rendering set	strikethrough

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	225
Deletions	213
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	438