

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: NEIGHBORS LEGACY HOLDINGS, INC., <i>et al.,</i> Debtors.¹	§ § Chapter 11 § § Case No. 18-33836 (MI) § § (Jointly Administered) §
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NOTICE OF FILING PLAN SUPPLEMENT IN SUPPORT OF FIRST AMENDED JOINT PLAN OF LIQUIDATION OF NEIGHBORS LEGACY HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

(Relates to Docket Nos. 772 and 773)

PLEASE TAKE NOTICE that Neighbors Legacy Holdings, Inc. and certain of its affiliates, the debtors and debtors in possession (collectively, the “Debtors”) hereby file this Plan Supplement in Support of the First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings Inc., and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code (the “Plan”).

PLEASE TAKE FURTHER NOTICE that this Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time:

Exhibit A – Liquidating Trust Agreement;

Exhibit B – Unsecured Creditor Trust Agreement; and

Exhibit C – Non-Exclusive List of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; provided, if any document in the Plan Supplement is altered, amended,

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors’ principal place of business and the Debtors’ service address is: 10800 Richmond Avenue, Houston, Texas 77042.



modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a redline of such document with the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Plan, Plan Supplement, and the Disclosure Statement can be obtained free of charge by accessing the Debtors' case information website at www.kccllc.net/neighbors.

Dated: March 15, 2019.

Respectfully submitted,

Porter Hedges LLP

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**COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION**

LIQUIDATING TRUST AGREEMENT

by and among

The Liquidating Debtors

and

Tensie Axton, as Liquidating Trustee

Dated as of March 15, 2019

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LIQUIDATING TRUST AGREEMENT

The Liquidating Trust Agreement (the “Agreement”) is made this 15th day of March 2019, by and among Neighbors Legacy Holdings, Inc., Neighbors Global Holdings, LLC, Neighbors Health, LLC, NEC Bellaire Emergency Center, LP, NEC Kingwood Emergency Center, LP, NEC Baytown Emergency Center, LP, NEC Pasadena Emergency Center, LP, NEC Pearland Emergency Center, LP, NEC Lakeline Emergency Center, LP, NEC Beaumont Emergency Center, LP, NEC Mueller Emergency Center, LP, NEC Yorktown Emergency Center, LP, NEC Crosby Emergency Center, LP, NEC Orange Emergency Center, LP, NEC Midland Emergency Center, NEC Zaragoza Emergency Center, LP, NEC Tyler Emergency Center, LP, NEC Eastside Emergency Center, LP, NEC Port Arthur Emergency Center, LP, NEC Texas City Emergency Center, LP, NEC Odessa Emergency Center, LP, NEC Harlingen Emergency Center, LP, NEC Amarillo Emergency Center, LP, NEC Porter Emergency Center, LP, NEC Brownsville Emergency Center, LP, NEC McAllen Emergency Center, LP, NEC Wichita Falls Emergency Center, LP, NEC Longview Emergency Center, LP, NEC Texarkana Emergency Center, LP, NEC San Angelo Emergency Center, LP, NEC College Station Emergency Center, LP, NEC Lufkin Emergency Center, LP, NEC West Warwick Emergency Center, LP, NEC Lubbock Emergency Center, LP, NEC Greeley Emergency Center, LP, Next Door Urgent Care, LLC, NEC Paris Emergency Center, LP, NEC Kerrville Emergency Center, LP, NEC Amarillo South Emergency Center, LP, EDMG, LLC, Neighbors Emergency Center, LLC, Neighbors GP, LLC, Neighbors Physician Group, PLLC, Neighbors Practice Management, LLC, Neighbors Physician Group – Colorado, LLC, NEC Pharr Emergency Center, LP, NEC Kingwood Asset Holdings, LLC, NEC Baytown Asset Holdings, LLC, NEC Pearland Asset Holdings, LLC, NEC Beaumont Asset Holdings, LLC (each a “Liquidating Debtor” and collectively, the “Liquidating Debtors”) and Tensie Axton (the “Liquidating Trustee”) in accordance with that certain *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* (as may be amended or modified, the “Plan”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan or the Confirmation Order, as applicable.

RECITALS

WHEREAS, on the Petition Date,¹ Neighbors Legacy Holdings, Inc. and certain of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on February 20, 2019, the Debtors filed their Plan at Docket No. 772;

WHEREAS, this Agreement provides for the establishment of a Liquidating Trust pursuant to the Plan;²

WHEREAS, the Liquidating Trust is created on behalf of, and for the sole benefit of, certain holders of Allowed Claims and Interests (other than Class 4 Claims) that may receive

¹ Terms not defined herein shall be defined by the Plan.

² The Plan additionally provides for the establishment of the Unsecured Creditor Trust, pursuant to the Unsecured Creditor Trust Agreement, which is and shall remain separate from the Liquidating Trust.

distributions from the Liquidating Trust, or that retain a residual interest in the Liquidating Trust, pursuant to, and to the extent specified in, the Plan (including any permitted successor record holders thereof, collectively the "Liquidating Trust Beneficiaries"); and

WHEREAS, the Liquidating Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d) and, as such, as a "grantor trust" for United States federal income tax purposes, with the Liquidating Trust Beneficiaries (other than the United States or any agency or department thereof, or any officer or employee thereof acting in such capacity) treated as the grantors and owners of the Liquidating Trust.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan, the Liquidating Debtors and the Liquidating Trustee agree as follows:

Article I.

Establishment of the Liquidating Trust

Section 1.1 Creation and Purpose of the Liquidating Trust. The Debtors, through their Plan, created the Liquidating Trust for the primary purpose of liquidating and distributing the Liquidating Trust Assets to the Liquidating Trust Beneficiaries in accordance with the Plan, the Confirmation Order, and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, and without limiting any provisions hereof, the Liquidating Trustee shall (a) receive, manage, invest, supervise, and protect the Liquidating Trust Assets; (b) supervise the receipt, deposit, and reconciliation of accounts receivable, including any payment to Purchasers, including the ability to enforce any applicable Purchase Agreement or Transition Services Agreement; (c) reasonably cooperate to provide the Purchasers with information relevant to the Purchasers' collection of accounts receivable; (d) administer any of the Debtors' employee claims under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") (e) pay taxes and other obligations incurred by the Liquidating Trust; (f) prepare and file all required federal, state, and local tax returns, as applicable, for the Debtors and issue corresponding K-1s; (g) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist the Liquidating Trustee; (h) calculate and implement Distributions to be made under the Plan to Holders of Claims, other than Class 4 Claims, including Administrative Claims and Priority Claims; (i) reconcile, object to and resolve issues involving all Claims, other than Class 4 Claims; and (j) undertake all administrative functions of the Chapter 11 Cases that are not granted to the Unsecured Creditor Trustee, including the ultimate closing of the Chapter 11 Cases.

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

their permitted successors and assigns as provided for in this Agreement and in the Plan and Confirmation Order.

Section 1.3 Transfer and Vesting of Estate Assets. On the Effective Date, pursuant to the terms of the Plan, the Liquidating Trust Assets, including all such assets held or controlled by third parties, if any, shall be vested in the Liquidating Trust, which also shall, without limiting any of the other provisions hereof, own and be authorized to obtain, liquidate, and collect all of the Liquidating Trust Assets in the possession of third parties, if any, and make distributions thereof to Liquidating Trust Beneficiaries. The permits, licenses, regulatory authorizations, approvals, and any other asset or attribute necessary to comply with the Debtors' duties under the Transition Services Agreements will be retained by the Liquidating Debtors and not transferred to the Liquidating Trust. All Liquidating Trust Assets shall be transferred and delivered to the Liquidating Trust free and clear of interests, Claims, Liens, or other encumbrances of any kind to the extent provided for under the Plan and the Confirmation Order. The Liquidating Trustee shall have no duty to arrange for any of the transfers contemplated hereunder or by the Plan or to ensure their compliance with the terms of the Plan and the Confirmation Order, and shall be conclusively entitled to rely on the legality and validity of such transfers as made by or on behalf of the Liquidating Debtors.

Section 1.4 Tax Returns. The Liquidating Trustee shall prepare and provide, or file with, the appropriate taxing authorities and other parties such notices, tax returns, and other filings, including all federal, state and local tax returns for the Debtors and for the Liquidating Trust and the Liquidating Debtors, as may be required under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") or other applicable law, including if so required, notices required to report interest or dividend income. The Liquidating Trust may provide Liquidating Trust Beneficiaries with a copy of the Form 1041 for the Liquidating Trust (without attaching any other Liquidating Trust Beneficiary's Schedule K-1 or other applicable information form) along with such Liquidating Trust Beneficiary's Schedule K-1 or other applicable information form in order to satisfy the foregoing requirement.

Section 1.5 Payment of Taxes Imposed on the Liquidating Trust or Its Assets. The Liquidating Trustee shall be responsible for payment of any U.S. federal, state, local, or non-U.S. taxes imposed on the Liquidating Trust or the Liquidating Trust Assets.

Section 1.6 Ownership and Control of Liquidating Trust Assets. Except as is hereinafter expressly provided, no Liquidating Trust Beneficiary shall have any title or right to, or possession, management, or control of the Liquidating Trust Assets, or any right to call for a partition, division, or accounting of the Liquidating Trust Assets, and no widower, widow, heir, or devisee of any individual who may be a Liquidating Trust Beneficiary, or bankruptcy trustee, receiver, or similar person of any Liquidating Trust Beneficiary shall have any right, statutory or otherwise (including any right of dower, homestead, or inheritance, or of partition, as applicable), in any of the Liquidating Trust Assets, but the whole title to all of the Liquidating Trust Assets shall be vested in the Liquidating Trustee, and the sole interest of the Liquidating Trust Beneficiaries shall be the rights and benefits given to such persons under this Agreement.

Article II.

Liquidating Trustee

Section 2.1 Appointment of Liquidating Trustee. Tensie Axton is appointed to serve as the Liquidating Trustee and agrees to serve in such capacity upon the Effective Date of the Plan and pursuant to the terms of the Plan and this Agreement. A successor Liquidating Trustee shall be appointed as set forth in this Agreement in the event the Liquidating Trustee is removed, resigns or otherwise vacates the position pursuant to this Agreement.

Section 2.2 Fiduciary. The Liquidating Trustee shall be a fiduciary of the Liquidating Debtors and the Liquidating Trust Beneficiaries and shall perform its obligations consistent with the Plan, this Agreement, the Confirmation Order, and other applicable orders.

Section 2.3 General Powers.

- (a) The Liquidating Trustee shall be the exclusive trustee of the Liquidating Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The powers, rights, and responsibilities of the Liquidating Trustee shall include the authority and responsibility to:
- (1) receive, manage, invest, supervise, and protect the Liquidating Trust Assets;
 - (2) Open and maintain bank accounts on behalf of or in the name of the Liquidating Trust, calculate and make Distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the Liquidating Trust, provided that the Liquidating Trustee need not maintain the Liquidating Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Liquidating Trust; provided, however, that the Liquidating Trust shall treat all such reserved funds as being held in segregated accounts in its books and records;
 - (3) supervise the receipt, deposit, and reconciliation of accounts receivable collected by the Purchasers, including any payment to Purchasers, including the ability to enforce any applicable Purchase Agreement or Transition Services Agreement;
 - (4) reasonably cooperate to provide the Purchasers with information relevant to the Purchasers' collection of accounts receivable;
 - (5) administer all of the Debtors' employee claims under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA");

- (6) prepare and file all required federal, state, and local tax returns, as applicable, for the Debtors and issue corresponding K-1s;
- (7) pay taxes and other obligations incurred by the Liquidating Trust;
- (8) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist the Liquidating Trustee;
- (9) calculate and implement Distributions to be made under the Plan to Holders of Claims, including Administrative Claims and Priority Claims, other than Class 4 Claims;
- (10) make distributions, pursuant to the Plan, to Holders of Claims, including Administrative Claims and Priority Claims, other than Class 4 Claims;
- (11) protect and enforce the rights to the Liquidating Trust Assets by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law and general principles of equity;
- (12) seek any relief from, or resolution of, any disputes by the Bankruptcy Court or other court of competent jurisdiction as it relates to the Liquidating Trust Assets, the Liquidating Debtors, or the Liquidating Trust, and appear for all purposes as successor to the Liquidating Debtors;
- (13) seek a determination of tax liability or refund under Section 505 of the Bankruptcy Code; file, if necessary, any and all tax and information returns required with respect to the Liquidating Trust; make tax elections for and on behalf of the Liquidating Trust; pay taxes, if any, payable for and on behalf of the Liquidating Trust; and file and prosecute claims for tax refunds to which the Liquidating Debtors or the Liquidating Trust may be entitled; provided, however, that notwithstanding any other provision of this Liquidating Trust Agreement, the Liquidating Trustee shall have no personal responsibility for the signing or accuracy of the Liquidating Debtors' income Tax Returns that are due to be filed after the Effective Date or for any tax liability related thereto; provided, further, that, for the avoidance of doubt, the Liquidating Trustee is the sole person responsible for filing Tax Returns on behalf of the Liquidating Debtors;
- (14) in consultation with the Prepetition Agent, pursuant to Section 2.14, reconcile, object to and resolve issues involving all Claims, other than Class 4 Claims, without further order of the Bankruptcy Court;

- (15) except to the extent granted to the Unsecured Creditor Trust, undertake all administrative functions remaining in the Chapter 11 Cases, including the ultimate closing of the Chapter 11 Cases, and the extension of any deadlines to object to Claims other than Class 4 Claims against the Liquidating Debtors under the Plan; provided, however, the ultimate closing of the Chapter 11 Cases shall be done only in consultation with the Unsecured Creditor Trust and Unsecured Creditor Trustee;
 - (16) wind down or close the corporate affairs of any of the Liquidating Debtors, finalize the dissolution of the Liquidating Debtors to the extent required, and hire, if appropriate, former employees of the Liquidating Debtors to the extent their services assist with such or other actions concerning the Liquidating Trust;
 - (17) withhold from the amount distributable to any Holder of Allowed Claims such amount as may be sufficient to pay any tax or other charge which the Liquidating Trustee has determined, based upon the advice of its agents and/or professionals, is required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof;
 - (18) administer the Patient Records in accordance with section 351 of the Bankruptcy Code in accordance with the provisions set forth in Article XI of the Plan;
 - (19) act as the representative of the Liquidating Debtors for all purposes as further set forth in section V.F of the Plan;
 - (20) undertake all administrative functions of the Chapter 11 Cases that are not granted to the Unsecured Creditor Trustee, including the ultimate closing of the Chapter 11 Cases; provided, however, the ultimate closing of the Chapter 11 Cases shall be done only in consultation with the Unsecured Creditor Trust and Unsecured Creditor Trustee; and
 - (21) such other activities as necessary and consistent to fulfill the Liquidating Trustee's duties as set forth in the Plan and this Agreement and to effect the provisions of the Plan.
- (b) The Liquidating Trustee shall not at any time enter into or engage in any trade or business.

Section 2.4 Privilege. The Debtors have various legal, statutory and common law privileges and rights, including, but not limited to, the attorney-client privilege, the work product privilege, the joint interest privilege, the right of immunity, and the rights of defenses, each and all assertable by the Debtors, and, as applicable, attaching to any and all documents or communications (whether written or oral) (collectively, the "Debtors' Privileges"). The Debtors'

Privileges shall, upon the Effective Date, concurrently vest in both the Unsecured Creditor Trust and the Liquidation Trust (individually, for purposes of this provision, a “Trust,” and collectively, for purposes of this provision, the “Trusts”). The joint and concurrent holding of the Debtors’ Privileges and the rights provided by this Section shall not operate as a waiver or release of any of the Debtors’ Privileges, and shall constitute a joint interest privilege between the Trusts. Upon the Effective Date, the Trusts are authorized to: (i) take all necessary actions to effectuate the transfer of the Debtors’ Privileges to the Trusts; and (ii) avail themselves, preserve, assert, control, and exercise the Debtors’ Privileges. Notwithstanding the foregoing sentence, the Trusts shall not, without compliance with the following sentences, waive, release, diminish, alter or otherwise effect the Debtors’ Privileges (an “Effect on the Debtors’ Privileges”). In order for the Trusts to cause an Effect on the Debtors’ Privileges, the applicable Trust, absent a written agreement between the Trusts, must seek an Order from the Bankruptcy Court, which may be sought on an expedited basis, with notice to and an opportunity to be heard by the other Trust. In addition, should a Trust be put on notice by a third party, in litigation or otherwise, that a Trust has allegedly caused an Effect on the Debtors’ Privileges, then the Trust receiving such notice shall immediately advise the other Trust, which shall have an absolute right, in its sole discretion, to intervene in such matter, respond to such notice and allegation, and/or seek appropriate relief from the Bankruptcy Court, to, *inter alia*, challenge the alleged Effect on the Debtors’ Privileges.

Section 2.5 Books and Records. The Liquidating Trustee shall maintain, with respect to the Liquidating Trust and the Liquidating Trust Beneficiaries, the books and records relating to the Liquidating Trust Assets, the income of the Liquidating Trust, and the payment of expenses and liabilities of, and distributions from, the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make a full and proper accounting in respect thereof. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Liquidating Trust. Any particular reserve or other line items, or other amounts that may be received by the Liquidating Trust, may be maintained solely as book entries, and the Liquidating Trustee may, but is not required to, establish separate accounts to hold each particular reserve or line item. The fiscal year of the Liquidating Trust will be the calendar year, and the taxable years of the Liquidating Trust shall end on December 31 unless the Liquidating Trustee deems it advisable to establish some other date as the date on which the taxable year of each shall end.

Section 2.6 Distributions. All distributions of Liquidating Trust Assets or proceeds thereof shall be made in accordance with the Plan.

Section 2.7 Quarterly Receipts and Disbursements Reports. Within 30 days after the end of each calendar quarter until entry of a final decree closing the Chapter 11 Case, the Liquidating Trustee, on behalf of the Liquidating Trust, will file a quarterly receipts and disbursements report with the Bankruptcy Court and shall provide a copy of such disbursements report to the Prepetition Agent. In connection with the entry of a final decree closing the chapter 11 cases, the Liquidating Trustee, on behalf of the Liquidating Trust, will file a final receipts and disbursements report with the Bankruptcy Court for purposes of determining and satisfying any fees under 28 U.S.C. § 1930(a).

Section 2.8 Retention of Attorneys, Accountants and Other Professionals. The Liquidating Trustee may retain, without further order of the Bankruptcy Court, professionals to

aid the Liquidating Trustee in the performance of his or her responsibilities under the terms of the Plan and this Agreement. The professionals retained by the Liquidating Trustee may include:

- (a) law firm(s) as the Liquidating Trustee may deem advisable to aid the Liquidating Trustee in the performance of its duties and to perform such other functions as may be appropriate to carry out the primary purposes of the Plan;
- (b) an accounting firm to, if necessary, to (i) audit the Liquidating Debtors' financial books and records, and (ii) perform such other reviews and/or audits as the Liquidating Trustee may deem advisable to carry out the Liquidating Trust's duties pursuant to the Plan and this Agreement; or
- (c) such other accountants, experts, advisors, consultants, investigators, appraisers, auctioneers or other professionals as are advisable to carry out and effect the terms of the Plan and this Agreement.

Section 2.9 Compensation of Liquidating Trustee and Professionals.

- (a) The Liquidating Trustee shall receive compensation for services rendered and expenses incurred in fulfilling its duties pursuant to the Plan and this Agreement, including any necessary services rendered and reasonable expenses incurred prior to the date that this Agreement becomes effective. The Liquidating Trustee shall be compensated in accordance with the terms set forth on the attached **Schedule A**. The Liquidating Trustee shall also be entitled to reimbursement for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals, in accordance with and subject to the Plan. The compensation and reimbursement of the Liquidating Trustee's expenses shall not be subject to approval of the Bankruptcy Court.
- (b) Upon 15 (fifteen) days' notice to the Prepetition Agent, the Liquidating Trustee may disburse any such compensation or reimbursement pursuant to section 2.9(a).

Section 2.10 No Bond. The Liquidating Trustee shall serve without bond.

Section 2.11 Insurance. The Liquidating Trustee may purchase, using the Liquidating Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Agreement.

Section 2.12 Resignation or Removal of Liquidating Trustee. In the event of the incapacity or removal of the Liquidating Trustee, a successor Liquidating Trustee may be appointed in accordance with this Agreement. The Liquidating Trustee may resign at any time

upon 30 days' notice to the Bankruptcy Court. A Liquidating Trust Beneficiary may move for the removal of the Liquidating Trustee for cause, or the Prepetition Lenders may move for removal of the Liquidating Trustee upon a simple majority vote, upon providing notice to the Liquidating Trustee's counsel; provided, however, that if any party in interest shall object to such removal within 21 days of such notice, such removal shall not be effective until approved by the Bankruptcy Court. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of any of its predecessors. Every successor Liquidating Trustee appointed pursuant to this section hereto shall execute, acknowledge, and deliver to the Bankruptcy Court an instrument in writing accepting such appointment. Thereupon, such successor Liquidating Trustee, without any further action required, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor. Notwithstanding any other provision in the Plan, upon the resignation or removal of a Liquidating Trustee, a Liquidating Trustee shall continue to serve in such capacity until such time as (a) a successor Liquidating Trustee is appointed in accordance with section 3.1 of this Agreement and (b) notice is provided to the Bankruptcy Court of such successor Liquidating Trustee.

Section 2.13 Limitations on the Liquidating Trustee. Notwithstanding anything under applicable law, this Agreement, or the Plan to the contrary, the Liquidating Trustee shall not:

- (a) compromise, settle or affect any Avoidance Actions or Retained Causes of Action in connection with its duties under the Plan or this Agreement;
- (b) compromise, settle or affect any Avoidance Actions or Retained Causes of Action of the Debtors in connection with the resolution of claims relating to the Transition Services Agreements or collection of accounts receivable;
- (c) reconcile, object to, or resolve issues involving Class 4 Claims;
- (d) calculate or implement Distributions to be made under the Plan to Holders of Class 4 Claims.

Section 2.14 Consultation with the Prepetition Agent. The Liquidating Trustee shall keep the Prepetition Agent reasonably informed and shall consult with the Prepetition Agent on all material actions taken pursuant to this Agreement.

Article III.

Successor Liquidating Trustees

Section 3.1 Appointment of Successor Liquidating Trustee. In the event of the death, incapacity, removal, or resignation of the Liquidating Trustee, the Prepetition Agent shall appoint a successor Liquidating Trustee if, in their discretion, the circumstances of the Liquidating Trust warrant doing so. Such appointment shall specify the date on which such appointment shall be effective. Every successor Liquidating Trustee appointed hereunder shall execute, acknowledge, and deliver to the Prepetition Agent an instrument accepting the appointment under this Agreement and agreeing to be bound hereto, and thereupon the successor Liquidating Trustee, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts,

and duties of the retiring Liquidating Trustee; provided, however, that a removed or resigning Liquidating Trustee shall, nevertheless, when requested in writing by the successor Liquidating Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Liquidating Trustee all properties, rights, and powers of such predecessor Liquidating Trustee under the Liquidating Trust.

Article IV.

Corporate Governance of the Liquidating Debtors

Section 4.1 Corporate Authority. The Liquidating Trustee is authorized to execute and/or deliver, on behalf of each Liquidating Debtor, the agreements, documents and instruments necessary or appropriate to effect the Plan, or as otherwise contemplated by the Plan, and any schedules, exhibits or other documents attached thereto or contemplated thereby, in the name and on behalf of each Liquidating Debtor. The Liquidating Trustee may employ one or more persons to assist it with performing its duties under the Plan as described in further detail in Sections 2.8 and 2.9 herein; provided that such persons may be employees of the Debtors and professionals employed in the Chapter 11 Cases.

Article V.

Procedures for Resolving Disputed, Contingent and Unliquidated Claims

Section 5.1 Objections to Claims.

(a) Authority

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Liquidating Trustee, by order of the Court, shall have the exclusive authority to File, settle, compromise, withdraw, or litigate to judgment any objections to Claims, other than Class 4 General Unsecured Claims, as permitted under the Plan. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim, other than Class 4 General Unsecured Claims, without approval of the Bankruptcy Court. The Liquidating Trustee may also resolve any such Disputed Claim outside the Bankruptcy Court under applicable governing law.

(b) Consultation with Prepetition Agent and Prepetition Lenders

Notwithstanding anything to the contrary in Section 5.1(a), in accordance with Section 2.14, the Liquidating Trustee

- (1) shall provide three (3) business days' notice to the Prepetition Agent prior to entering any settlement that would result in a Claim of over \$100,000; and

- (2) shall provide five (5) business days' notice to the Prepetition Lenders prior to entering any settlement that would result in a Claim of over \$300,000.

(c) Claims Objection Deadline

Unless otherwise ordered by the Bankruptcy Court, the Liquidating Trustee shall file all objections to Claims by no later than 180 days after the Effective Date, except to the extent that such Claims are filed on or after the Effective Date, in which case, the Liquidating Trustee shall have until the later of 180 days after the Effective Date or 90 days after such claim is filed to file an objection to same. Notwithstanding the foregoing, if the Liquidating Trustee determines that an extension of time is warranted, the Liquidating Trustee may seek the Bankruptcy Court's approval to extend such time.

Article VI.

Standard of Care; Limitations on Liability

Section 6.1 Indemnification; Exculpation.

(a) Exculpation

Neither the Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee, each in its capacity as such (the "Exculpated Parties") shall be liable for losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, investigations (whether civil or administrative and whether sounding in tort, contract or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as "Losses") incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Exculpated Party's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Agreement, the Plan, the Confirmation Order, any other order of the Bankruptcy Court or applicable law or as may arise by reason of any action, omission or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any acts or omissions ultimately and finally determined by Final Order of a court of competent jurisdiction to be the direct result of such Exculpated Party's fraud, willful misconduct, or gross negligence. None of the Exculpated Parties is deemed to be responsible for any other Exculpated Party's actions or inactions. The foregoing indemnification and exculpation with respect to any Exculpated Party shall survive the termination of such Exculpated Party from the capacity for which it was deemed indemnified and exculpated.

Section 6.2 Limitation of Liability; Indemnification. The Liquidating Trustee shall not be liable for any action taken, suffered, or omitted to be taken in his or her capacity as Liquidating Trustee, unless it is ultimately determined by Final Order that such acts or omissions constituted willful misconduct, gross negligence, or bad faith. In no event shall the Liquidating Trustee be liable or responsible for special, punitive, indirect, consequential, or incidental loss or damages of any kind whatsoever (including, without limitation, lost profits), even if the Liquidating Trustee has been advised of the likelihood of such loss or damage. The Liquidating

Trustee may, in connection with the performance of his or her functions, and in the Liquidating Trustee's sole and absolute discretion, consult with attorneys, accountants, financial advisors, and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such Persons. Notwithstanding such authority, the Liquidating Trustee shall not be under any obligation to consult with his or her attorneys, accountants, financial advisors, or agents, and a determination not to do so shall not result in the imposition of liability on the Liquidating Trustee or, as applicable, his or her designees, unless it is ultimately determined by Final Order that the Liquidating Trustee's determination constituted willful misconduct, gross negligence, or bad faith. None of the provisions in the Plan or this Agreement will be construed to require the Liquidating Trustee to expend or risk his or her own funds or otherwise incur personal liability in the performance of his or her duties or in the reasonable exercise of his or her rights, powers, and privileges hereunder or otherwise have any personal obligation to satisfy any liability of the Liquidating Trust; provided, however, that nothing in this Section 6.2 will relieve the Liquidating Trustee of any liability for any action or omission resulting from bad faith, fraud, willful misconduct or gross negligence. The Liquidating Trustee shall be entitled to indemnification from the Liquidating Trust on the same terms, and subject to the same conditions, set forth in this Section 5.2 herein.

Section 6.3 Reliance by Liquidating Trustee. The Liquidating Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, consent, order, or other paper or document believed by him or her to be genuine and to have been signed or presented by the proper party or parties.

Section 6.4 Conflicts of Interest. Conflicts of interest of the Liquidating Trustee will be addressed by the Liquidating Trustee appointing a disinterested person to handle any matter where the Liquidating Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists.

Article VII.

Taxes

Section 7.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Liquidating Trust Beneficiaries will be treated as both the grantors and the deemed owners of the Liquidating Trust. Any items of income, deduction, credit, and loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Liquidating Trust Beneficiaries.

Section 7.2 Tax Identification Numbers. The Liquidating Trustee shall require any Liquidating Trust Beneficiary to furnish to the Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Liquidating Trustee may condition any Distribution to any Liquidating Trust Beneficiary upon the receipt of such identification number. No Distribution shall be made to or behalf of a Liquidating Trust Beneficiary unless and until such holder has provided the Liquidating Trustee with any information

applicable law requires the Liquidating Trust to obtain in connection with making Distributions under the Plan, including completed IRS Form W-8 or W-9, as applicable.

Article VIII.

Termination

Section 8.1 Termination of the Liquidating Trust. This Agreement shall terminate immediately upon the closing of the Chapter 11 Cases; *provided that* if, at any time, the Liquidating Trustee determines, in reliance upon such professionals as the Liquidating Trustee may retain, that the expense of administering the Liquidating Debtors' assets, including the making of a final Distribution to Holders of Allowed Claims, other than Class 4 Claims, against the Liquidating Debtors, is likely to exceed the value of the Liquidating Trust Assets remaining in the Liquidating Trust, the Liquidating Trustee may apply to the Bankruptcy Court for authority to reserve any amounts necessary to terminate the Liquidating Trust and dissolve the Liquidating Debtors.

Section 8.2 Duration of Liquidating Trust. The Liquidating Trust shall have an initial term of five (5) years from the Effective Date, *provided however*, that, if warranted by the facts and circumstances, and subject to the approval of the Court, upon a finding that an extension of the term of the Liquidating Trust is necessary to accomplish the purpose of the Liquidating Trust, the Liquidating Trustee shall be authorized to extend the Liquidating Trust for six (6) months or longer provided that such extension is approved by the Bankruptcy Court within six (6) months of the beginning of such extended term.

Section 8.3 Wind Down of Liquidating Trust. After the termination of the Liquidating Trust and for the purpose of liquidating and winding down the affairs of the Liquidating Trust, the Liquidating Trustee shall continue to act as such over the Liquidating Trust until their duties have been fully performed. Prior to the final Distribution of the remaining Liquidating Trust Assets, the Liquidating Trustee shall be entitled to reserve from the Liquidating Trust Assets any and all amounts required to provide for their own reasonable costs and expenses, in accordance with the terms of the this Agreement, until such time as the winding down of the Liquidating Trust is completed. Upon termination of the Liquidating Trust, the Liquidating Trustee shall retain for a period of three years the books, records, lists of the Liquidating Trust Beneficiaries, the registry of claims and Liquidating Trust Beneficiaries, and other documents and files that have been delivered to or created by the Liquidating Trustee. Except as otherwise specifically provided herein, upon the termination of the Liquidating Trust, the Liquidating Trust and its professionals and agents shall have no further duties or obligations hereunder.

Article IX.

Miscellaneous

Section 9.1 Governing Law; Submission to Jurisdiction; Consent to Service of Process. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to rules governing the conflict of laws. Without limiting any party's right to appeal any order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive

jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 8.3 hereof; provided, however, that if the Bankruptcy Court refuses to exercise its jurisdiction (including in respect of any provision herein which refers to the Bankruptcy Court), the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Texas and any appellate court therefrom, for the resolution of any such claim or dispute. The parties hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action, or proceeding by delivery of a copy thereof in accordance with the provisions of Section 8.3.

Section 9.2 Governing Document. Upon the Effective Date, and subject to the terms of the Plan and the Confirmation Order, this Agreement shall govern the Liquidating Trustee. To the extent of any inconsistency between the Confirmation Order, the Plan, and this Agreement, the terms of the Confirmation Order shall govern.

Section 9.3 Notices. All notices, requests, or other communications required or permitted to be made in accordance with this Agreement shall be made in writing and delivered personally, by facsimile transmission or electronic mail, or mailed by first class mail or by overnight delivery service:

If to the Liquidating Trustee:

Tensie Axton
c/o Porter Hedges LLP
1000 Main Street, 36th Floor
Houston, Texas

with copies to:

[The Prepetition Agent]

Notices sent out by (a) electronic or facsimile transmission shall be deemed delivered when actually received, (b) first class mail shall be deemed delivered 3 Business Days after mailing, and (c) by overnight delivery service shall be deemed delivered the next Business Day after mailing.

Section 9.4 Effectiveness. This Agreement shall become effective on the Effective Date.

Section 9.5 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this Liquidating Trust Agreement and the entitlements hereunder, if any, of the Liquidating Trust Beneficiaries shall not constitute “securities.” To the extent such interests or the entitlements of the Liquidating Trust Beneficiaries are deemed to be “securities,” the issuance thereof to the Liquidating Trust Beneficiaries hereunder or under the Plan (and any redistribution of any of the foregoing pursuant to the Plan or otherwise) shall be exempt, pursuant to Section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended (the “Securities Act”), and any applicable state and local laws requiring registration of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with registration and/or reporting requirements of the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), or the Investment Company Act of 1940, as amended (the “Investment Company Act”), then the Liquidating Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file reports with the Securities and Exchange Commission (the “SEC”) to the extent required by applicable law. Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Liquidating Trustee from amending this Liquidating Trust Agreement to make such changes as are deemed necessary or appropriate by the Liquidating Trustee, with the advice of counsel, to ensure that the Liquidating Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act or the Investment Company Act.

Section 9.6 Counterparts. This Agreement may be executed in one or more counterparts (via facsimile, electronic mail, or otherwise), each of which shall be deemed an original but which together shall constitute but one and the same instrument.

Section 9.7 Headings. Sections, subheadings, and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 9.8 Interpretative Provisions.

- (a) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural, unless the context otherwise requires.
- (b) All references to the Debtors, Liquidating Debtors, and the Liquidating Trustee pursuant to the definitions set forth in the Recitals hereto, or to any other person herein, shall include their respective successors and assigns.
- (c) The words “hereof,” “herein,” “hereunder,” “this Agreement,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement, and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, or replaced.
- (d) The word “including” when used in this Agreement shall mean “including, without limitation.”

Section 9.9 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall neither invalidate nor render unenforceable any such provision in any other jurisdiction.

Section 9.10 No Suits by Creditors. No creditor of the Estates shall have any right by virtue of any provision of this Agreement to institute any action or proceeding, in law or in equity, against any party with respect to the Liquidating Trust Assets.

Section 9.11 Enforcement and Administration. The Bankruptcy Court shall enforce and administer the provisions of this Agreement, as set forth in the Plan and herein.

Section 9.12 Amendment. This Agreement may be amended by order of the Bankruptcy Court.

Section 9.13 Cooperation. The Debtors or the Liquidating Debtors, as applicable, shall turn over or otherwise make available to the Liquidating Trustee, at no cost to the Liquidating Trustee, copies of all books and records reasonably required by the Liquidating Trustee or its professionals to carry out its duties under the Plan or this Agreement, and agree to otherwise reasonably cooperate with the Liquidating Trustee in carrying out its duties under the Plan or this Agreement.

Section 9.14 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

THE DEBTORS:

NEIGHBORS LEGACY HOLDINGS, INC.,
(on behalf of itself and the other Debtors.)

By: _____

Name: Chad J. Shandler

Title: Chief Restructuring Officer

TRUSTEE:

By: _____

Name: Tensie Axton

Title: Trustee

Schedule A

Liquidating Trustee Compensation Terms

\$50,000.00 per month for each of the first two months following the Effective Date, and thereafter hourly at the rate of \$400.00 per hour, not to exceed \$25,000.00 per month.

UNSECURED CREDITOR TRUST AGREEMENT

dated as of _____, 2019

among

Neighbors Legacy Holdings, Inc., *et al.*

as Settlers

and

Mark Shapiro

as Unsecured Creditor Trustee

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THIS UNSECURED CREDITOR TRUST AGREEMENT (this “Agreement”), dated as of March ____, 2019, is entered into by and between:

1. Neighbors Legacy Holdings, Inc. and its affiliate debtors (collectively, the “Debtors”)¹ and
2. Mark Shapiro, as trustee (the “Trustee”).

RECITALS

WHEREAS, on July 12, 2018 and July 23, 2018 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”). The Debtors’ cases are being jointly administered in the Bankruptcy Court under Case No. 18-33836 (MI) the “Chapter 11 Cases”) and the Debtors are deemed consolidated pursuant to the Confirmation Order (defined below) for the purposes of, among others, distribution under the Plan (defined below);

WHEREAS, on March ____, 2019, the Bankruptcy Court entered an order [Docket No. ____] (the “Confirmation Order”) confirming the First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code dated February 20, 2019 filed in the Chapter 11 Cases [Docket No. 757] (including any supplement to such Plan and the exhibits and schedules thereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “Plan”);

WHEREAS, this Agreement is executed in order to establish an unsecured creditor trust (the “Unsecured Creditor Trust”) pursuant to, and to effectuate certain provisions of, the Plan and the Confirmation Order;

WHEREAS, the Trustee will hold and administer the Unsecured Creditor Trust Assets (defined below) for the benefit of the Unsecured Creditor Trust Beneficiaries (defined below) as contemplated by this Agreement, the Plan and Confirmation Order (collectively, the “Operative Documents”);

WHEREAS, the Unsecured Creditor Trust is established for the sole purpose of liquidating and distributing the Unsecured Creditor Trust Assets pursuant to the Operative Documents, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Unsecured Creditor Trust;

WHEREAS, the Unsecured Creditor Trust is intended to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and the advance ruling guidelines contained in Rev. Proc. 94-95, 1994-2 C.B. 684;

¹ A schedule identifying the Debtors is attached hereto as Schedule A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in the Operative Documents, the Debtors and the Trustee, intending to be legally bound, agree as follows:

ARTICLE 1

Establishment of the Unsecured Creditor Trust

1.1 Establishment of the Unsecured Creditor Trust and Appointment of Trustee.

(a) Pursuant to the Plan and the Confirmation Order, the Debtors and the Trustee hereby establish a trust which shall be known as the “Unsecured Creditor Trust” on behalf of and for the benefit of the Unsecured Creditor Trust Beneficiaries (defined below).

(b) The Trustee is hereby appointed as trustee of the Unsecured Creditor Trust effective as of the effective date of the Plan as defined in Article I of the Plan and as noticed on the docket of the Bankruptcy Court by the Debtors (the “Effective Date”) and agrees to accept and hold the Retained Causes of Action (as defined in the Plan), the GUC Settlement Cash (as defined in the Plan), and any other assets acquired by the Unsecured Creditor Trust on or after the Effective Date pursuant to this Agreement or the Plan (collectively, the “Unsecured Creditor Trust Assets”), in trust for the benefit of holders of Class 4 General Unsecured Claims (collectively, the “Unsecured Creditor Trust Beneficiaries”) subject to the terms of the Operative Documents. The Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Unsecured Creditor Trust.

1.2 Transfer of Assets and Rights to the Unsecured Creditor Trust.

(a) Title to Unsecured Creditor Trust Assets. As of the Effective Date, pursuant to and in accordance with section 1141 of the Bankruptcy Code and the Operative Documents, the Debtors hereby irrevocably transfer, assign and deliver to the Unsecured Creditor Trust all of their respective right, title and interest in and to the Unsecured Creditor Trust Assets, free and clear of any and all Liens, Claims (other than Claims in the nature of setoff or recoupment), encumbrances or interests of any kind in such property of any other Person. The Trustee agrees to accept and hold the Unsecured Creditor Trust Assets in trust for the Unsecured Creditor Trust Beneficiaries, subject to the terms of the Operative Documents. Upon the transfer of the Unsecured Creditor Trust Assets to the Unsecured Creditor Trust, the Debtors or the Liquidating Trust (as defined in the Plan), as the case may be, shall have no interest in or claim to the Unsecured Creditor Trust Assets or the Unsecured Creditor Trust, and the Unsecured Creditor Trust shall succeed to all of the Debtors’ right, title and interest in and to the Unsecured Creditor Trust Assets.

(b) Privileges. The Debtors have various legal, statutory and common law privileges and rights, including, but not limited to, the attorney-client privilege, the work product privilege, the joint interest privilege, the right of immunity, and the rights of defenses, each and all asseretable by the Debtors, and, as applicable, attaching to any and all documents or communications (whether written or oral) (collectively, the “Debtors’ Privileges”). The Debtors’

Privileges shall, upon the Effective Date, concurrently vest in both the Unsecured Creditor Trust and the Liquidation Trust (individually, for purposes of this provision, a “Trust”, and collectively, for purposes of this provision, the “Trusts”). The joint and concurrent holding of the Debtors’ Privileges and the rights provided by this Section shall not operate as a waiver or release of any of the Debtors’ Privileges, and shall constitute a joint interest privilege between the Trusts. Upon the Effective Date, the Trusts are authorized to: (i) take all necessary actions to effectuate the transfer of the Debtors’ Privileges to the Trusts; and (ii) avail themselves, preserve, assert, control, and exercise the Debtors’ Privileges. Notwithstanding the foregoing sentence, the Trusts shall not, without compliance with the following sentences, waive, release, diminish, alter or otherwise effect the Debtors’ Privileges (an “Effect on the Debtors’ Privileges”). In order for the Trusts to cause an Effect on the Debtors’ Privileges, the applicable Trust, absent a written agreement between the Trusts, must seek an Order from the Bankruptcy Court, which may be sought on an expedited basis, with notice to and an opportunity to be heard by the other Trust. In addition, should a Trust be put on notice by a third party, in litigation or otherwise, that a Trust has allegedly caused an Effect on the Debtors’ Privileges, then the Trust receiving such notice shall immediately advise the other Trust, which shall have an absolute right, in its sole discretion, to intervene in such matter, respond to such notice and allegation, and/or seek appropriate relief from the Bankruptcy Court, to, inter alia, challenge the alleged Effect on the Debtors’ Privileges.

(c) Further Assurances. As promptly as practicable after the Effective Date, the Debtors agree to (i) at the reasonable request of the Trustee, execute and/or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), (ii) take, or cause to be taken, all such further actions as the Trustee may reasonably request in order to evidence or effectuate the transfer of the Unsecured Creditor Trust Assets and the Privileges to the Trustee and the consummation of the transactions contemplated hereby and by the Plan and to otherwise carry out the intent of the parties hereunder and under the Operative Documents, and (iii) cooperate with the Trustee in administration of the Unsecured Creditor Trust Assets including the analysis and prosecution of the Retained Causes of Action to the extent reasonable. Notwithstanding anything contained herein, without the express written consent of the Trustee, no Person or creditor of the Debtors shall be permitted to assert, bring, institute, or commence any Claim or Cause of Action that is transferred to the Unsecured Creditor Trust pursuant to the Plan.

1.3 Nature and Purpose of the Unsecured Creditor Trust.

(a) Purpose. The Unsecured Creditor Trust is organized for the primary purposes of (a) investigating, pursuing, litigating and, as applicable, settling, the Retained Causes of Action and any other Avoidance Actions and other Causes of Action or litigation, (b) collecting, receiving, holding, maintaining, administering and liquidating the Unsecured Creditor Trust Assets, (c) resolving all Disputed General Unsecured Claims, including objecting, prosecuting, settling and compromising such Disputed General Unsecured Claims (a “Claim Objection”) (i) in any manner approved by the Bankruptcy Court or (ii) in the Trustee’s discretion, subject to any relevant provisions of this Agreement, without Bankruptcy Court approval, (d) paying all expenses of the Unsecured Creditor Trust, (e) making all Distributions to the holders of Allowed General Unsecured Claims from the Unsecured Creditor Trust as provided for in the Operative Documents, and (f) otherwise implementing the Operative Documents and finally administering the Unsecured Creditor Trust, all pursuant to and in

accordance with the Operative Documents (herein, the “Trust Purposes”). The Unsecured Creditor Trust is organized and established as a trust pursuant to which the Trustee, subject to the terms and conditions contained herein and in the Plan, shall (i) hold the Unsecured Creditor Trust Assets and administer the same in accordance with this Agreement and the Plan in accordance with Treasury Regulation section 301.7701-4(d); and (ii) oversee and direct the expeditious and orderly liquidation of the Unsecured Creditor Trust Assets. Accordingly, the sole purpose of the Unsecured Creditor Trust is to liquidate the Unsecured Creditor Trust Assets with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to preserve or enhance the liquidation value of the Unsecured Creditor Trust Assets, and consistent with, the liquidating purpose of the Unsecured Creditor Trust.

(b) Actions of the Trustee. Subject to the terms of this Agreement, the Trustee shall, in an expeditious and orderly manner, liquidate and convert to Cash the Unsecured Creditor Trust Assets, which includes, without limitation, pursuing recovery on the Retained Causes of Action and making timely distributions to Unsecured Creditor Beneficiaries. The liquidation of the Unsecured Creditor Trust Assets may be accomplished either through the prosecution, compromise and settlement, abandonment or dismissal of any Retained Cause of Action or Claim Objection. Except as set forth herein, the Trustee shall have the absolute right to pursue, settle and compromise or not pursue any and all Retained Cause of Action and Claim Objection as it determines is in the best interests of the Unsecured Creditor Trust Beneficiaries, and consistent with the purposes of the Unsecured Creditor Trust. The Trustee shall have no liability for the outcome of any such decision except for any damages caused by gross negligence, bad faith, willful misconduct or knowing violation of law.

(c) Relationship. This Agreement is intended to create a trust and a trust relationship and the Unsecured Creditor Trust is to be governed and construed in all respects as a trust. The Unsecured Creditor Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Trustee, or the Unsecured Creditor Trust Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Unsecured Creditor Trust Beneficiaries, on the one hand, to the Unsecured Creditor Trust and the Trustee, on the other, shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by the Operative Documents.

(d) No Waiver of Claims. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Trustee may enforce all rights to commence and pursue, as appropriate, any and all Retained Cause of Action and Claim Objections after the Effective Date. No Person may rely on the absence of a specific reference in the Plan and Disclosure Statement to any cause of action against such Person as any indication that the Trustee will not pursue any and all available causes of action against such Person consistent with the terms of this Agreement. Unless any such causes of action against a Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Operative Documents or other Bankruptcy Court order, the Trustee expressly reserves all such causes of action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to such causes of action upon, after, or as a consequence of the Confirmation Order. The Trustee’s

objection to the allowance of any General Unsecured Claims filed with the Bankruptcy Court with respect to which liability, priority, and/or amount (or any objections, affirmative defenses and/or counterclaims, whether or not litigated to Final Order) are disputed shall not in any way limit the ability or the right of the Trustee to assert, commence or prosecute any cause of action that is a Retained Cause of Action against the holder of such Claim. Nothing contained in the Operative Documents shall be deemed to be a waiver, release, or relinquishment of any cause of action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the applicable Petition Date, against or with respect to any Claim. The Trustee shall have, retain, reserve, and be entitled to assert all such Claims, Claim Objections, Retained Causes of Action, other Causes of Action, rights of setoff, Privileges and other legal or equitable defenses which the Debtors had immediately prior to the applicable Petition Date fully as if the Chapter 11 Cases had not been commenced or such Claims, Claim Objections, Retained Causes of Action, other Causes of Action, rights of setoff, Privileges and other legal or equitable defenses had not been transferred to the Unsecured Creditor Trust in accordance with the Operative Documents, and all of the Debtors' legal and equitable rights respecting any Claim, Claim Objection or Retained Cause of Action under the Plan may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced. The Trustee shall have the right to assert a Claim Objection against a subsequent transferee of a claim that is subject to disallowance in the hands of the original claimant as a voidable transfer. Nothing in this Agreement shall be construed in a manner that is inconsistent with the Plan or the Confirmation Order.

1.4 Incorporation of Plan. The Plan and the Confirmation Order are each hereby incorporated into this Agreement and made a part hereof by this reference; provided, however, unless otherwise specified herein, to the extent that there is conflict between the provisions of this Agreement, the provisions of the Plan, and/or the Confirmation Order, each such document shall have controlling effect in the following rank order: (1) the Confirmation Order; (2) the Plan; and (3) this Agreement.

1.5 Funding Expenses of the Unsecured Creditor Trust. On the Effective Date, the Debtors shall transfer the GUC Settlement Cash to the Unsecured Creditor Trust. The GUC Settlement Cash shall be retained by the Trustee as a reserve to finance the operations of the Unsecured Creditor Trust.

1.6 Appointment as Representative. Pursuant to sections 1123(a)(5)(B) and 1123(b)(3) of the Bankruptcy Code, the Plan provides for the appointment of the Trustee as the duly appointed representative of the Debtors with respect to the Unsecured Creditor Trust Assets and, as such, subject to Sections 1.3 and 3.8 of this Agreement, the Trustee succeeds to all of the rights and powers of a trustee in bankruptcy with respect to prosecution of the Unsecured Creditor Trust Assets for the benefit of the Unsecured Creditor Trust Beneficiaries in accordance with the terms of the Operative Documents.

ARTICLE 2

Unsecured creditor Trust Beneficiaries

2.1 Allocation of Unsecured Creditor Trust Assets. The allocation and distribution of the Unsecured Creditor Trust Assets to the Unsecured Creditor Trust Beneficiaries shall be accomplished as set forth in the Operative Documents.

2.2 Interests Beneficial Only. The ownership of a beneficial interest in the Unsecured Creditor Trust shall not entitle any beneficiary to any title in the Unsecured Creditor Trust Assets as such (which title shall be vested in the Trustee) or to any right to call for a partition or division of the Unsecured Creditor Trust Assets or to require an accounting.

2.3 Evidence of Beneficial Interests. Ownership of a beneficial interest in the Unsecured Creditor Trust will not be represented by certificates, securities, receipts or in any other form or manner whatsoever, except as maintained on the books and records of the Unsecured Creditor Trust by the Trustee or the Registrar (defined below). The death, incapacity or bankruptcy of any Unsecured Creditor Beneficiary during the term of the Unsecured Creditor Trust shall not (i) operate to terminate the Unsecured Creditor Trust, (ii) entitle the representatives or creditors of the deceased party to an accounting, (iii) entitle the representatives or creditors of the deceased party to take any action in the Bankruptcy Court or elsewhere for the distribution of the Unsecured Creditor Trust Assets or for a partition thereof, or (iv) otherwise affect the rights and obligations of any of the Unsecured Creditor Trust Beneficiaries hereunder.

2.4 Securities Law Registration. It is intended that the ownership of a beneficial interest of the Unsecured Creditor Trust and the entitlements hereunder, if any, of Unsecured Creditor Trust Beneficiaries, shall not constitute “securities.” To the extent ownership of a beneficial interest in the Unsecured Creditor Trust or the entitlements of Unsecured Creditor Trust Beneficiaries are deemed to be “securities,” the issuance of beneficial interests to Unsecured Creditor Trust Beneficiaries or the issuance to Unsecured Creditor Trust Beneficiaries of any entitlements under the Operative Documents (and any redistribution of any of the foregoing pursuant to the Plan or otherwise) shall be exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended (the “Securities Act”), and any applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Unsecured Creditor Trust is required to comply with registration and/or reporting requirements of the Securities Act, the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), or the Investment Company Act of 1940, as amended (the “Investment Company Act”), then the Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file reports with the Securities and Exchange Commission (the “SEC”) to the extent required by applicable law. Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Trustee from amending this Agreement to make such changes as are deemed necessary or appropriate by the Trustee, with the advice of counsel, to ensure that the Unsecured Creditor Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act or the Investment Company Act, except that no amendment to this Agreement may be made which would not be permitted by Article 11 of this Agreement.

2.5 Transfers.

(a) Except as otherwise expressly provided in the Operative Documents, it is understood and agreed that the beneficial interests in the Unsecured Creditor Trust will be non-transferable during the term of this Agreement except with respect to a transfer by will or under the laws of descent and distribution. Such transfers will not be effective until appropriate written notification and proof thereof is submitted to the Trustee, and the Trustee may continue to pay all amounts to or for the benefit of the Unsecured Creditor Trust Beneficiaries until receipt of proper written notification and proof of any such transfer. The Trustee may rely upon such written proof without the requirement of any further investigation. Payments under this Agreement may not be assigned, alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(b) The Trustee shall act as a registrar (the “Registrar”), for the purpose of recording ownership of the beneficial interests of the Unsecured Creditor Trust as provided for in this Agreement. The Trustee may appoint an institution to act as Registrar and pay reasonable compensation in respect of such services.

(c) The Trustee shall cause to be kept, a registry of the Unsecured Creditor Trust Beneficiaries (the “Trust Register”) which shall be maintained pursuant to such reasonable regulations as the Trustee and the Registrar may prescribe.

2.6 Access to the Trust Register by the Unsecured Creditor Trust Beneficiaries. Unsecured Creditor Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Registrar and the Trustee and in accordance with the reasonable regulations prescribed by the Registrar and the Trustee, to inspect and, at the sole expense of the Unsecured Creditor Trust Beneficiaries seeking the same, make copies of the Trust Register, in each case for a purpose reasonably related to such holder’s interest in the Unsecured Creditor Trust.

2.7 Absolute Owners. The Trustee may deem and treat an Unsecured Creditor Trust Beneficiary of record in the Trust Register as the absolute owner of such beneficial interest for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever and the Trustee shall not be charged with having received notice of any claim or demand to such beneficial interest or the interest therein of any other Person.

ARTICLE 3

The Trustee

3.1 Unsecured Creditor Trust Proceeds. Any and all proceeds, income and/or recoveries obtained on account of or from the Unsecured Creditor Trust Assets, after payment of any and all expenses of the Unsecured Creditor Trust, shall be added to the Unsecured Creditor Trust Assets, held as a part thereof (and title therein shall be vested in the Trustee) and administered in accordance with the terms of this Agreement.

3.2 Collection of Income. The Trustee shall collect all income earned with respect to the Unsecured Creditor Trust Assets, which shall thereupon be added to the Unsecured Creditor

Trust Assets, held as a part thereof (and title therein shall be vested in the Trustee) and administered in accordance with the terms of this Agreement.

3.3 Payment of Unsecured Creditor Trust Expenses. The Trustee shall maintain the Unsecured Creditor Trust Assets (i) as is reasonably necessary to meet contingent liabilities and to maintain the value of the Unsecured Creditor Trust Assets during liquidation, (ii) to pay reasonable and necessary expenses (including but not limited to, the reasonable costs and expenses of the Trustee (including reasonable fees, costs, and expenses of professionals retained thereby), any taxes imposed on the Unsecured Creditor Trust or in respect of the Unsecured Creditor Trust Assets or reasonable fees and expenses in connection with, arising out of, or related to, the Unsecured Creditor Trust Assets and litigation associated therewith), (iii) to pay the costs and expenses of the valuations of the Unsecured Creditor Trust Assets incurred by the Trustee in accordance with Section 5.1(c) of this Agreement, (iv) to pay or reimburse amounts in accordance with Article 7 hereof and (v) to satisfy other liabilities incurred or assumed by the Unsecured Creditor Trust (or to which the Unsecured Creditor Trust Assets are otherwise subject) in accordance with the Operative Documents.

3.4 Distributions. The Trustee shall make distributions of proceeds of the Unsecured Creditor Trust Assets in accordance with the provisions of Article 6 of this Agreement and the Plan.

3.5 Tenure, Removal, and Replacement of the Trustee.

(a) The Trustee will serve until the earliest of (i) the completion of all the Trustee's duties, responsibilities and obligations under the Operative Documents, (ii) the Trustee's resignation and the appointment of a successor pursuant to Section 3.5(b) of this Agreement, (iii) the Trustee's removal pursuant to Section 3.5(c) of this Agreement, (iv) the Trustee's death (if applicable) and (v) the termination of the Unsecured Creditor Trust in accordance with the Operative Documents.

(b) The Trustee may resign by filing a notice with the Bankruptcy Court (a "Resignation Notice"). Such resignation will become effective on the later to occur of: (i) the day specified in such Resignation Notice and (ii) the appointment of a successor trustee as provided in Section 3.5(d) and the acceptance by such successor trustee of such appointment in accordance with Section 3.6 of this Agreement. If a successor trustee is not appointed or does not accept its appointment within ninety (90) calendar days following the filing of the Resignation Notice, the Trustee shall, or any Unsecured Creditor Trust Beneficiary may, file a motion with the Bankruptcy Court, upon notice and a hearing, seeking the appointment of a successor trustee.

(c) The Trustee may be removed (a) immediately by majority vote of the Oversight Committee (as defined below) for Cause and (b) sixty (60) calendar days following a unanimous vote by the Oversight Committee for any reason. For the purposes of this Section 3.5(c), "Cause" shall mean an act of fraud, willful misconduct or gross negligence or a breach of fiduciary duty under this Agreement.

(d) In the event of a vacancy in the position of the Trustee (whether by removal, resignation, or death, if applicable), the members of the Oversight Committee shall, by majority vote, designate a successor trustee.

(e) Immediately upon the appointment of any successor trustee, all rights, powers, duties, authority, and privileges of the predecessor Trustee hereunder will be vested in and undertaken by the successor trustee without any further act, and the successor trustee will not be liable personally for any act or omission of the predecessor Trustee. A successor trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under the Operative Documents. The predecessor Trustee shall thereupon cease to have any further rights, powers, privileges or duties hereunder, except the right to receive unpaid compensation due as of the date of the appointment of the successor trustee pursuant to any agreement then in effect.

(f) Upon the appointment of a successor trustee, the predecessor Trustee (or the duly appointed legal representative of a deceased Trustee) shall, if applicable, when requested in writing by the successor trustee or the Bankruptcy Court, execute and deliver an instrument or instruments conveying and transferring to such successor trustee upon the trust herein expressed all the estates, properties, rights, powers and trusts of such predecessor Trustee, and shall duly assign, transfer, and deliver to such successor trustee all property and money held hereunder, and all other assets, documents, instruments, records and other writings relating to the Unsecured Creditor Trust and the Unsecured Creditor Trust Assets and the entitlements of the Unsecured Creditor Trust Beneficiaries hereunder, then in its possession and held hereunder, and shall execute and deliver such documents, instruments and other writings as may be requested by the Bankruptcy Court or a successor trustee to effect the termination of such predecessor Trustee's capacity under the Unsecured Creditor Trust, the Operative Documents and otherwise assist and cooperate, without cost or expense to the predecessor Trustee, in effectuating the assumption of its obligations and functions by the successor trustee.

(g) The death, resignation or removal of the Trustee shall not terminate the Unsecured Creditor Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

3.6 Acceptance of Appointment by Successor Trustee. Any successor trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations and duties of the predecessor Trustee on the same terms and conditions hereunder and accepting the terms of this Agreement and agreeing that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor trustee and all of its heirs, and legal and personal representatives, successors and assigns, and thereupon the successor trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of the predecessor Trustee hereunder with like effect as if originally named herein.

3.7 Role of the Trustee. In furtherance of and consistent with the Unsecured Creditor Trust Purposes and the Operative Documents, the Trustee, subject to the terms and conditions contained in the Operative Documents, shall have the power to (i) prosecute, compromise and settle, abandon or dismiss for the benefit of the Unsecured Creditor Trust all Claim Objections, Retained Causes of Action, rights, Avoidance Actions and Causes of Action transferred to the

Unsecured Creditor Trust (whether such suits are brought in the name of the Unsecured Creditor Trust, the Trustee or otherwise), and (ii) otherwise perform the functions and take the actions provided for or permitted in the Operative Documents. In all circumstances, the Trustee shall act in the best interests of the Unsecured Creditor Trust Beneficiaries and in furtherance of the Unsecured Creditor Trust Purposes.

3.8 Authority of Trustee. Subject only to any limitations contained herein, the Trustee is authorized to perform any and all acts necessary or desirable to accomplish the purposes of the Unsecured Creditor Trust, and is expressly authorized to:

(a) hold legal title to any and all rights of the Unsecured Creditor Trust Beneficiaries in or arising from the Unsecured Creditor Trust Assets, including collecting, receiving any and all money and other property belonging to the Unsecured Creditor Trust (including any Unsecured Creditor Trust Proceeds) and the right to vote any claim or interest relating to an Unsecured Creditor Trust Claim in a case under the Bankruptcy Code and receive any distribution thereon;

(b) exercise and perform the rights, powers and duties held by each Debtor's estate with respect to the Unsecured Creditor Trust Assets, including, without limitation, the authority under section 1123(b)(3) of the Bankruptcy Code, and shall be deemed to be acting in the capacity of a trustee under sections 704 and 1106 of the Bankruptcy Code, including commencing, prosecuting or settling causes of action, enforcing contracts or asserting claims, defenses, offsets and privileges;

(c) take possession and control, administer, maintain and dispose of documents, books and records related to the Unsecured Creditor Trust Assets;

(d) protect and enforce the rights to the Unsecured Creditor Trust Assets by any method deemed appropriate including by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

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

(f) retain and pay such counsel and other professionals, including any professionals previously retained by the Official Committee of Unsecured Creditors (the "Creditors' Committee"), as the Trustee shall select to assist the Trustee in its duties, on such terms as the Trustee deems reasonable and appropriate, without Bankruptcy Court approval. The Trustee may commit the Unsecured Creditor Trust to and shall pay such counsel, experts, litigation consultants, and other professionals reasonable compensation for services rendered (including on an hourly, contingency, or modified contingency basis) and reasonable and documented out-of-pocket expenses incurred;

(g) retain and pay an accounting firm to perform such reviews and/or audits of the financial books and records of the Unsecured Creditor Trust as may be required by applicable laws (including, if applicable, securities laws) and/or this Agreement, and to prepare and file any tax returns, informational returns or periodic and current reports for the Unsecured Creditor Trust

as required by applicable laws (including, if applicable, securities laws) and/or by this Agreement. The Trustee may commit the Unsecured Creditor Trust to and shall pay such accounting firm reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred;

(h) retain, enter into fee arrangements with and pay such third parties to assist the Trustee in carrying out its powers, authorities and duties under this Agreement. The Trustee may commit the Unsecured Creditor Trust to and shall pay all such Persons reasonable compensation for services rendered and reasonable and documented out-of-pocket expenses incurred, as well as commit the Unsecured Creditor Trust to indemnify any such Persons in connection with the performance of services (provided that such indemnity shall not cover any losses, costs, damages, expenses or liabilities that result from the gross negligence, bad faith, willful misconduct or knowing violation of law by such Persons);

(i) in the exercise of its reasonable discretion, waive any privilege (including the Privileges) or any defense on behalf of the Unsecured Creditor Trust or, with respect to the Unsecured Creditor Trust Claims;

(j) investigate, analyze, initiate, compromise, settle, adjust, arbitrate, mediate, sue on or defend, pursue, prosecute, release, withdraw, abandon, dismiss, exercise rights, powers and privileges with respect to, litigate to judgment or otherwise administer, in accordance with the terms set forth herein, all causes of action, objections, Claim Objections and Retained Causes of Action in favor of or against the Unsecured Creditor Trust without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court, except as set forth in Section 3.9, below;

(k) avoid and recover transfers of the Debtors' property as provided for in the Operative Documents, and as may be permitted by the Bankruptcy Code or applicable state law;

(l) invest any moneys held as part of the Unsecured Creditor Trust in accordance with the terms of Section 3.15 of this Agreement, limited, however, to such investments that are consistent with the Unsecured Creditor Trust's status as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and in accordance with Rev. Proc 94-45, 1994-2 C.B. 684;

(m) request any appropriate tax determination with respect to the Unsecured Creditor Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(n) seek the examination of any Person, subject to the provisions of Bankruptcy Rule 2004 or any other applicable law or rule;

(o) intervene, remove or otherwise seek authority to participate in any pending litigation by or against the Debtors as of the Effective Date;

(p) make distributions in accordance with Article 6 of this Agreement; and

(q) take or refrain from taking any and all other actions that the Trustee reasonably deems necessary or convenient for the continuation, protection and maximization of the Unsecured Creditor Trust Assets, or to otherwise carry out the purposes hereof.

3.9 Limitation of Trustee's Authority.

(a) Notwithstanding anything herein to the contrary, the Unsecured Creditor Trust shall not (i) be authorized to engage in any trade or business on behalf of the Unsecured Creditor Trust, (ii) take such actions inconsistent with the orderly liquidation of Unsecured Creditor Trust Assets as are required or contemplated by applicable law, the Plan, the Confirmation Order, or this Agreement, or (iii) be authorized to engage in any investments or activities inconsistent with the treatment of the Unsecured Creditor Trust as a liquidating trust within the meaning of Treasury Regulation section 301.7701- 4(d) and in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684.

(b) Notwithstanding anything herein to the contrary, the Trustee shall not be permitted to take any of the actions described below (the "Prior Notice Actions") without prior notice to the Oversight Committee. If the Trustee intends to take any one or more of the Prior Notice Actions, the Trustee shall provide at least ten (10) Business Days prior notice thereof to the Oversight Committee, which notice shall reasonably describe the intended Prior Notice Action(s) and advise the Oversight Committee of its right to object by an objection deadline that is at least ten (10) Business Days after the date such notice is mailed. If no objections to the proposed Prior Notice Action(s) are actually received by the majority of the members of the Oversight Committee, the Trustee shall be authorized to carry out the specified Prior Notice action(s). If, on the other hand, the majority of the members of the Oversight Committee object to the proposed Prior Notice Action(s) by objection actually received by the Trustee on or before the objection deadline, then the Trustee shall not be authorized to carry out any Prior Notice Action(s) not approved. For the purpose hereof, each of the following shall constitute Prior Notice Actions:

(i) the retention of any professional (including, without limitation, attorneys, accountants and appraisers) by the Trustee after the Effective Date of the Plan, including the terms of such retention;

(ii) any settlement or withdrawal of a Retained Cause of Action where the amount in controversy exceeds \$500,000;

(iii) any settlement or withdrawal of a Claim Objection where the Allowed General Unsecured Claim will exceed \$250,000;

(iv) any determination to seek audited financial statements for the Unsecured Creditor Trust;

(v) any determination to make the Unsecured Creditor Trust a reporting entity;

(vi) any action to enter into any one or more of the following to the extent the same results in aggregate expenditures greater than \$50,000 during any fiscal year:

A obtaining insurance coverage of the type described in Sections 3.8(e) hereof or otherwise;

B any agreement to provide services by a third-party vendor (other than professional services) to the Unsecured Creditor Trust; or

C any non-ordinary course transaction for a trust of the nature of intent of the Unsecured Creditor Trust.

(vii) any material amendment or modification to the agreement governing the Trustee's compensation, as described in Section 3.13 hereof;

(viii) any material amendment or modification to this Agreement; provided however an amendment or modification for purposes of implementing the intent of the Operative Documents shall not constitute a material amendment or modification.

(c) The Unsecured Creditor Trust shall not hold 50% or more of the stock (in either vote or value) of any Person that is treated as a corporation for federal income tax purposes, nor be the sole member of a limited liability company, nor have any interest in a Person that is treated as a partnership for federal income tax purposes, unless such stock, membership interest, or partnership interest was obtained involuntarily or as a matter of practical economic necessity in order to preserve the value of the Unsecured Creditor Trust Assets.

3.10 Books and Records.

(a) The Trustee shall maintain books and records relating to the Unsecured Creditor Trust Assets, the status of Claims against the Unsecured Creditor Trust Assets and income of the Unsecured Creditor Trust and the payment of expenses and liabilities of, claims against or assumed by, the Unsecured Creditor Trust in such detail and for such period of time as may be necessary to enable it to make full and proper accounting in respect thereof. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting and securities law requirements, if any, of the Unsecured Creditor Trust as well as the reporting requirements set forth in Article 9 of and elsewhere in this Agreement.

(b) Unsecured Creditor Trust Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Trustee, and in accordance with the reasonable regulations prescribed by the Trustee, to inspect and, at the sole expense of such holder seeking the same, make copies of the books and records relating to the Unsecured Creditor Trust on any Business Day and as often as may be reasonably be desired, in each case for a purpose reasonably related to such holder's interest in the Unsecured Creditor Trust.

3.11 Inquiries into Trustee's Authority. Except as otherwise set forth in the Operative Documents, no Person dealing with the Unsecured Creditor Trust shall be obligated to inquire into the authority of the Trustee in connection with the protection, conservation or disposition of the Unsecured Creditor Trust Assets.

3.12 Compliance with Laws. Any and all distributions of Unsecured Creditor Trust Assets shall be in compliance with applicable laws, including applicable federal and state securities laws.

3.13 Compensation and Reimbursement of the Trustee. Notwithstanding anything to the contrary contained herein, the Trustee shall be compensated for its services, and reimbursed for its reasonable out-of-pocket expenses incurred in connection with the performance of its duties hereunder solely from the Unsecured Creditor Trust Assets, in accordance with and pursuant to the terms of a separate agreement to be negotiated with, and approved by, the Creditors' Committee prior to the Effective Date of the Plan.

3.14 Reliance by Trustee. Except as otherwise provided herein:

(a) the Trustee may rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties including, but not limited to, documents, analyses and information provided or to be provided by the Debtors and their professionals, whether such professionals were retained in the Chapter 11 Cases or otherwise; and

(b) Persons dealing with the Trustee shall look only to the Unsecured Creditor Trust Assets to satisfy any liability incurred by the Trustee to such Person in carrying out the terms of this Agreement, and the Trustee shall not have any personal obligation to satisfy any such liability.

3.15 Investment and Safekeeping of Unsecured Creditor Trust Assets. The Trustee shall invest all Unsecured Creditor Trust Assets (pending distribution in accordance with Article 6 of this Agreement) only in Cash and Government securities as defined in section 2(a)(16) of the Investment Company Act; provided, however, that (a) the scope of any such permissible investments shall be further limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation section 301.7701- 4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise, and (b) the Trustee may retain any Unsecured Creditor Trust Proceeds received that are not Cash only for so long as may be required for the prompt and orderly liquidation of such assets in Cash.

3.16 Standard of Care; Exculpation. Neither the Trustee nor any of its duly designated agents or representatives or professionals shall be liable for any act or omission taken or omitted to be taken by the Trustee in good faith, other than (i) acts or omissions resulting from the Trustee's or any such agent's, representative's or professional's gross negligence, bad faith, willful misconduct or knowing violation of law or (ii) acts or omissions from which the Trustee or any such agent, representative or professional derived an improper personal benefit. The Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such attorneys, accountants, financial advisors and agents. Notwithstanding such authority, the Trustee shall be under no obligation to consult with its

attorneys, accountants, financial advisors or agents, and its good faith determination not to do so shall not result in the imposition of liability on the Trustee, unless such determination is based on gross negligence, bad faith, willful misconduct or knowing violation of law. No amendment, modification or repeal of this Section 3.16 shall adversely affect any right or protection of the Trustee or any of its agents, representatives or professionals that exists at the time of such amendment, modification or repeal.

ARTICLE 4

The Oversight Committee

4.1 Establishment of the Oversight Committee. On the Effective Date, the Oversight Committee shall be established as set forth herein. The members of the Oversight Committee shall serve without compensation. The members of the Oversight Committee shall be entitled to their reasonable and necessary out-of-pocket expenses incurred in fulfilling the obligations of the Oversight Committee without mark-up; provided however the members of the Oversight Committee shall not be entitled to reimbursement of legal, accounting or other advisory fees.

4.2 Composition; Replacement. The Oversight Committee shall be comprised of three (3) members, each of which must have been a member of the Creditors' Committee. In the case of an inability or unwillingness of any member of the Oversight Committee to serve subsequent to his or her original appointment and acceptance, such member shall be replaced by designation of the remaining members of the Oversight Committee and the Trustee. If any position on the Oversight Committee remains vacant for more than thirty (30) calendar days, such vacancy may be filled within fifteen (15) calendar days thereafter by the designation of the Trustee without the requirement of a vote by the other members of the Oversight Committee. Each replacement member of the Oversight Committee must be an Unsecured Creditor Trust Beneficiary. The Oversight Committee will continue to fully function even while a position on the applicable Oversight Committee remains vacant.

4.3 Governance of the Oversight Committee. All authorizations, directions and advice rendered by the Oversight Committee to the Trustee on the Prior Notice Actions shall be by majority vote of the Oversight Committee.

4.4 Advice and Direction to Trustee. The Oversight Committee shall provide advice, instruction and direction on matters arising in the administration of the Unsecured Creditor Trust and in the disposition and distribution of the Unsecured Creditor Trust Assets, and in the pursuit of applicable Retained Causes of Actions and Claim Objections, as requested by the Trustee, or as otherwise specifically provided herein. Privileged communications may be shared among the Trustee and the Oversight Committee (and their respective professionals) without compromising the privileged nature of the communications in accordance with the "joint interest" doctrine. For the avoidance of doubt, this Agreement shall constitute an acknowledgment that the Trustee and the Oversight Committee (and each of its members individually) share a "joint interest" with respect to, among other things, the Unsecured Creditor Trust and the Unsecured Creditor Trust Assets.

4.5 Removal of Oversight Committee Member. Any member of the Oversight Committee may be removed by the Bankruptcy Court for cause shown on a motion by any member of the Oversight Committee or by the Trustee.

4.6 Standard of Care; Exculpation. Neither the Oversight Committee nor any of its members, designees, counsel, financial advisors or any duly designated agent or representatives of any such party shall be liable for the act, default or misconduct of any other member of the Oversight Committee, nor shall any member be liable for anything other than such member's own gross negligence or willful misconduct as determined by Final Order of a court with competent jurisdiction. The Oversight Committee or any member may, in connection with the performance of its duties, and in its sole and absolute discretion, consult with the Trustee's counsel and any other of the Trustee's professionals and/or with counsel and other professional advisors directly retained by the Oversight Committee or counsel to a member of the Oversight Committee, and the Oversight Committee or member thereof shall not be liable for anything done or omitted or suffered to be done in accordance with the advice or opinions of such professionals. If the Oversight Committee or any member determines not to consult with counsel, accountants or other professionals, it shall not be deemed to impose any liability on the Oversight Committee, or its members and/or designees.

4.7 Reliance by Oversight Committee. The Oversight Committee may rely, and shall be fully protected personally in acting upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Oversight Committee has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt.

4.8 Termination of the Oversight Committee. Upon the certification by the Trustee that all Disputed Claims have been disposed of and all Unsecured Creditor Trust Assets have been distributed, abandoned or otherwise disposed of, the members of the Oversight Committee shall resign their positions, whereupon they shall be discharged from further duties and responsibilities.

ARTICLE 5

Tax Matters

5.1 Federal Income Tax Treatment of the Unsecured Creditor Trust.

(a) For all federal income tax purposes, all parties (including the Debtors, the Unsecured Creditor Trust, the Trustee and the Unsecured Creditor Trust Beneficiaries) shall treat the transfer of the Unsecured Creditor Trust Assets to the Unsecured Creditor Trust for the benefit of the Unsecured Creditor Trust Beneficiaries, whether their Claims are Allowed on or after the Effective Date, as (a) a transfer of the Unsecured Creditor Trust Assets directly to those holders of Allowed Claims receiving a beneficial interest in the Unsecured Creditor Trust (other than to the extent allocable to Disputed Claims), followed by (b) the transfer by such Persons to

the Unsecured Creditor Trust of the Unsecured Creditor Trust Assets in exchange for beneficial interests in the Unsecured Creditor Trust (and in respect of the Unsecured Creditor Trust Assets allocable to the Disputed Claims Reserve (defined below), as a transfer to the Disputed Claims Reserve by the Debtors. Accordingly, those holders of beneficial interests in the Unsecured Creditor Trust shall be treated for federal income tax purposes as the grantors and owners of their respective shares of the Unsecured Creditor Trust Assets. The foregoing treatment also shall apply, to the extent permitted by applicable law, for state and local income tax purposes.

(b) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including receipt by the Trustee of a private letter ruling if the Trustee so requests one, or the receipt of an adverse determination by the IRS, upon audit, or otherwise if not contested by the Trustee), the Trustee shall (i) file returns for the Unsecured Creditor Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the Operative Documents and (ii) annually send to each Unsecured Creditor Trust Beneficiary a separate statement setting forth such holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders and parties to report such items on their federal income tax returns. The Trustee also shall file (or cause to be filed) any other statements, returns or disclosures relating to the Unsecured Creditor Trust that are required by any governmental unit.

(c) As soon as possible after the Effective Date, but in no event later than ninety (90) calendar days thereafter (i) the Trustee may, but does not have to in its sole discretion, determine the fair market value as of the Effective Date of all assets transferred to the Unsecured Creditor Trust and (ii) the Trustee shall apprise, in writing, the Unsecured Creditor Trust Beneficiaries of such valuation. In connection with the preparation of the valuation contemplated hereby, the Trustee shall be entitled to retain such professionals and advisors as the Trustee shall determine to be appropriate or necessary, and the Trustee shall take such other actions in connection therewith as it determines to be appropriate or necessary in connection therewith. The Unsecured Creditor Trust shall bear all of the reasonable costs and expenses incurred in connection with determining such value, including the fees and expenses of any Persons retained by the Trustee in connection therewith.

(d) The Trustee may request an expedited determination of taxes of the Unsecured Creditor Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Unsecured Creditor Trust for all taxable periods through the dissolution of the Unsecured Creditor Trust.

(e) The Trustee shall be responsible for payments, out of the Unsecured Creditor Trust Assets, of any taxes imposed on the Unsecured Creditor Trust or the Unsecured Creditor Trust Assets. The Trustee may require any of the Unsecured Creditor Trust Beneficiaries to furnish to the Trustee its Employer or Taxpayer Identification Number as assigned by the IRS and the Trustee may condition any distribution or payment to any of them upon receipt of such identification number.

5.2 Allocations of Unsecured Creditor Trust Taxable Income. Allocations of Unsecured Creditor Trust taxable income among the Unsecured Creditor Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable

income would be distributed (without regard to any restrictions on distributions described in the Plan or herein) if, immediately prior to such deemed distribution, the Unsecured Creditor Trust had distributed all of its other assets (valued at their tax book value) to the Unsecured Creditor Trust Beneficiaries, in each case up to the tax book value of the assets treated as contributed by such holders, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Unsecured Creditor Trust (including all distributions held in escrow pending the resolution of Disputed Claims). Similarly, taxable loss of the Unsecured Creditor Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining Unsecured Creditor Trust Assets. The tax book value of the Unsecured Creditor Trust Assets for this purpose shall equal their fair market value on the Effective Date as determined under Section 5.1(c) above, adjusted in either case in accordance with tax accounting principles prescribed by the Tax Code, and applicable tax regulations, and other applicable administrative and judicial authorities and pronouncements.

5.3 Tax Withholdings by Trustee. The Trustee shall be authorized to collect such tax information from Unsecured Creditor Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as the Trustee, in its sole discretion, deems necessary to effectuate the Operative Documents. The Trustee shall take reasonable steps and give reasonable notices to Unsecured Creditor Trust Beneficiaries to alert them to this requirement. In order to receive distributions pursuant to the Plan and this Agreement, all Unsecured Creditor Trust Beneficiaries shall be required to identify themselves to the Trustee and provide tax information and the specifics of their holdings, to the extent the Trustee deems appropriate in the manner and in accordance with the procedures from time to time established by the Trustee for these purposes. This identification requirement applies to all Unsecured Creditor Trust Beneficiaries, including those Beneficiaries who hold their Claims in “street name.” The Trustee may refuse to make a distribution to any Unsecured Creditor Trust Beneficiary that fails to furnish such information in a timely fashion and, until such information is delivered, may treat such Beneficiary’s Claim as a Disputed Claim. If any requested tax information is not furnished by an Unsecured Creditor Trust Beneficiary to the Trustee within six (6) months of the original request for such information (the “Withholding Deadline”), no further distributions shall be made to such Unsecured Creditor Trust Beneficiary. If the Trustee fails to withhold in respect of amounts received or distributable to any Unsecured Creditor Trust Beneficiary and the Trustee or the Unsecured Creditor Trust is later determined to be liable for the amount of such withholding, such Unsecured Creditor Trust Beneficiary shall reimburse the Trustee or the Unsecured Creditor Trust, as appropriate, for such liability (to the extent such amounts were actually distributed to such holder).

ARTICLE 6

Distributions

6.1 Distributions; Withholding. The Trustee shall distribute to the Unsecured Creditor Trust Beneficiaries, in accordance with this Article 6, all available monies from the liquidation of Unsecured Creditor Trust Assets; provided, however, that the Unsecured Creditor Trust may retain and not distribute to the Unsecured Creditor Trust Beneficiaries, and maintain as a reserve, such amounts as determined by the Trustee (i) as are reasonably necessary to meet

contingent liabilities of the Unsecured Creditor Trust, (ii) to pay reasonable and necessary expenses incurred in connection with administration of the Unsecured Creditor Trust and any taxes imposed on the Unsecured Creditor Trust or in respect of the Unsecured Creditor Trust Assets, and (iii) as are reasonably necessary to establish and maintain the Disputed Claims Reserve (defined below). All distributions and/or payments to be made to Unsecured Creditor Trust Beneficiaries pursuant to this Agreement shall be made to each Unsecured Creditor Trust Beneficiary pro rata based on the amount of such beneficial interest held by such holder compared with the aggregate amount of beneficial interests outstanding, subject, in each case, to the terms of the Operative Documents. The Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Trustee's reasonable sole discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

6.2 Unsecured Creditor Trust Claims Pending. Notwithstanding anything to the contrary contained in the Operative Documents, the Oversight Committee may not authorize or direct the Trustee to pay, and the Trustee shall not make, any Distribution to any holder of a Claim who has or may have any liability to the Unsecured Creditor Trust with respect to a claim or Retained Cause of Action, which Distribution may be paid, if at all, only after the holder of such Claim has discharged its liability to the Unsecured Creditor Trust on account of such claim or Retained Cause of Action, by settlement or otherwise. Distributions that would otherwise be paid to any holder of a Claim that has or may have any liability to the Unsecured Creditor Trust with respect to a claim or Retained Cause of Action that has not yet been resolved shall be held in reserve.

6.3 Manner of Payment or Distribution.

(a) All distributions to be made by the Trustee to the Unsecured Creditor Trust Beneficiaries shall be payable to Unsecured Creditor Beneficiaries of record as of the 20th calendar day prior to the date scheduled for the distribution, unless such day is not a Business Day, then such day shall be the following Business Day. If the distribution shall be in Cash, the Trustee shall distribute such Cash by wire, check, or such other method as the Trustee deems appropriate under the circumstances.

(b) To the extent that a Person becomes entitled to a Claim pursuant to section 502(h) of the Bankruptcy Code on account of recoveries obtained with respect to the Unsecured Creditor Trust Claims, the Trustee will be responsible for making distributions on account of such Claims pursuant to Section 8.2 of this Agreement.

6.4 Cash Distributions. No Cash distributions shall be required to be made to any Unsecured Creditor Trust Beneficiary in an amount less than \$50.00. Any funds so withheld and not distributed shall be held in reserve and distributed in subsequent distributions. The foregoing shall not apply to the final distribution made to the Unsecured Creditor Trust Beneficiaries.

6.5 Delivery of Unsecured Creditor Trust Distributions.

(a) All distributions under this Agreement to an Unsecured Creditor Trust Beneficiary shall be made at the address of such Beneficiary as set forth in the Trust Register or at such other address or in such manner as such Beneficiary shall have specified for payment

purposes in a written notice to the Trustee and the Registrar at least twenty (20) calendar days prior to such distribution date.

(b) If any distribution to any Unsecured Creditor Trust Beneficiary is returned as undeliverable, and after reasonable efforts the Trustee has been unable to determine the current address of such Beneficiary, such undeliverable or unclaimed distribution shall be deemed unclaimed property six months after the date of such distribution, and shall be reallocated to the remaining Unsecured Creditor Trust Beneficiaries and distributed to such remaining Unsecured Creditor Trust Beneficiaries in accordance with the terms of this Agreement and there shall be no further distribution to such Unsecured Creditor Trust Beneficiary. Any such undeliverable or unclaimed distributions shall not be subject to (i) any claims by such Unsecured Creditor Trust Beneficiary or (ii) the unclaimed property or escheat laws of any state or governmental unit.

6.6 Disputed Claims Reserve. The Trustee may, but shall not be required, to establish a disputed claims reserve (the “Disputed Claims Reserve”), which shall include assets held separately from other assets of the Unsecured Creditor Trust, subject to an allocable share of all expenses and obligations for the Unsecured Creditor Trust, on account of Disputed Claims. The amount of the Disputed Claims Reserve shall be equal to the amount necessary to satisfy the distributions to which the holders of the relevant Disputed Claims would be entitled to receive if all such Disputed Claims were to be subsequently Allowed. The Trustee may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the Disputed Claims Reserve as a “disputed ownership fund” within the meaning of that section (ii) allocate taxable income or loss to the Disputed Claims Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed Claims), and (iii) distribute assets from the Disputed Claims Reserve and distribute the same as provided in this Article 6 as, when, and to the extent, such Disputed Claims either become Allowed or are otherwise resolved. The Unsecured Creditor Trust Beneficiaries shall be bound by such election, if made by the Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

ARTICLE 7

Indemnification

7.1 Indemnification of Trustee.

(a) To the fullest extent permitted by law, the Unsecured Creditor Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Trustee, and each of its respective directors, members, shareholders, partners, officers, agents, employees, attorneys and other professionals (collectively, the “Indemnified Persons”) from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Unsecured Creditor Trust,

except to the extent that the loss, cost, damage, expense or liability resulted (x) from the Indemnified Person's gross negligence, bad faith, willful misconduct or knowing violation of law or (y) from an act or omission from which the Indemnified Person derived an improper personal benefit. To the extent reasonable, the Unsecured Creditor Trust shall pay in advance or reimburse reasonable and documented out-of-pocket expenses (including advancing reasonable costs of defense) incurred by the Indemnified Person who is or is threatened to be named or made a defendant or a respondent in a proceeding concerning the business and affairs of the Unsecured Creditor Trust. The indemnification provided under this Section 7.1 shall survive the death, dissolution, resignation or removal, as may be applicable, of the Trustee and/or any other Indemnified Person, and shall inure to the benefit of the Trustee's and each other Indemnified Person's heirs, successors and assigns.

(b) Any Indemnified Person may waive the benefits of indemnification under this Section 7.1, but only by an instrument in writing executed by such Indemnified Person.

(c) The rights to indemnification under this Section 7.1 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Section 7.1 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under this Agreement, or any other agreement or instrument to which that Person is a party.

ARTICLE 8

Net Recovery

8.1 No Effect on Mutuality. Notwithstanding anything contained in this Agreement to the contrary, nothing herein shall affect the mutuality of obligations, if any, of any holder of any Claim under section 553 of the Bankruptcy Code. Notwithstanding anything in this Agreement to the contrary, the transfer of the Unsecured Creditor Trust Claims to the Unsecured Creditor Trust does not diminish, and fully preserves, any defenses a defendant would have if such Unsecured Creditor Trust Claims had been retained by the Debtors.

8.2 Section 502(h). Notwithstanding anything contained this Agreement to the contrary, in the event that a compromise and settlement of a Retained Cause of Action or a Final Order with respect to a Retained Cause of Action provides for a Claim to be Allowed pursuant to section 502(h) of the Bankruptcy Code against one or more of the Debtors, the distributions to be made hereunder on account of such Claim pursuant to the Plan shall be funded by the Unsecured Creditor Trust, in the amount(s), from time to time, that all similarly situated holders of Claims are entitled to receive hereunder.

8.3 Net Recovery. Notwithstanding anything contained in this Agreement to the contrary, in the event that a defendant in a litigation brought by the Trustee for and on behalf of the Unsecured Creditor Trust (i) is required by a Final Order to make payment to the Unsecured Creditor Trust (the "Judgment Amount") and (ii) is permitted by a Final Order to assert a right of setoff under sections 553, 555, 556, 559, 560 and 561 of the Bankruptcy Code or applicable non-bankruptcy law against the Judgment Amount (a "Valid Setoff"), (y) such defendant shall be

obligated to pay only the excess, if any, of the Judgment Amount over the Valid Setoff and (z) none of the Unsecured Creditor Trust or the Unsecured Creditor Trust Beneficiaries shall be entitled to assert a claim against the Debtors with respect to the Valid Setoff.

ARTICLE 9

Reporting Obligations Of Trustee

9.1 Reports.

(a) The Trustee shall file quarterly reports with the Bankruptcy Court (and serve the same upon counsel for the Liquidating Trust), and provide annual reports to the Unsecured Creditor Trust Beneficiaries, with respect to (i) the prosecution and resolution of the Unsecured Creditor Trust Assets, (ii) the status of Claims against the Unsecured Creditor Trust Assets, and (iii) expenditures, receipts, and distributions of the Unsecured Creditor Trust. The Trustee shall cause to be prepared, as applicable, either at such times as may be required by the Exchange Act, if applicable, or, not less than annually, financial statements of the Unsecured Creditor Trust, to be delivered to Unsecured Creditor Trust Beneficiaries together with annual income tax reporting of the Unsecured Creditor Trust.

(b) Within ten (10) Business Days after the end of the relevant report preparation period the Trustee shall cause notice of any information reported pursuant to Section 9.1(a) to be filed with the Bankruptcy Court.

(c) The Trustee may post any report required to be provided under this Section 9.1 on a web site maintained by the Trustee in lieu of actual notice to the Unsecured Creditor Trust Beneficiaries (unless otherwise required by law).

(d) All of the foregoing reports, and the information and documents upon which such reports are based, shall be made available to Unsecured Creditor Trust Beneficiaries in accordance with Section 3.10 hereof.

ARTICLE 10

Term; Termination of the Unsecured Creditor Trust

10.1 Term; Termination of the Unsecured Creditor Trust.

(a) The Unsecured Creditor Trust shall commence on the Effective Date and terminate no later than the fifth anniversary of the Effective Date; provided, however, that, on or prior to the date that is ninety (90) calendar days prior to such termination, the Bankruptcy Court, upon motion by a party in interest, may extend the term of the Unsecured Creditor Trust if it is necessary to the liquidation of the Unsecured Creditor Trust Assets. Notwithstanding the foregoing, multiple extensions may be obtained so long as Bankruptcy Court approval is obtained not less than ninety (90) calendar days prior to the expiration of each extended term; provided, however, that in no event shall the term of the Unsecured Creditor Trust extend past the tenth (10th) anniversary of the Effective Date; provided further that neither this Agreement nor the continued existence of the Unsecured Creditor Trust shall prevent the Debtors or

Liquidating Trust from closing the Chapter 11 Cases pursuant to section 350 of the Bankruptcy Code and obtaining a final decree pursuant to Bankruptcy Rule 3022.

(b) The Unsecured Creditor Trust may be terminated earlier than its scheduled termination if (i) the Bankruptcy Court has entered a Final Order closing all of or the last of the Chapter 11 Cases pursuant to section 350(a) of the Bankruptcy Code and (ii) the Trustee has administered all Unsecured Creditor Trust Assets and performed all other duties required by the Plan, the Confirmation Order, this Agreement and the Unsecured Creditor Trust.

(c) If at any time the Trustee determines that the expense of administering the Unsecured Creditor Trust is likely to exceed the value of the remaining Unsecured Creditor Trust Assets, the Trustee may (i) donate any balance to a non-religious charitable organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that is unrelated to the Debtors and any insider of the Debtors and (ii) dissolve the Unsecured Creditor Trust. If the aims or purposes of any charities satisfying the conditions of clause (i) above relate to benefitting cancer research, then the Trustee shall choose any recipients of any donations from among such charities.

10.2 Continuance of Trust for Winding Up. After the termination of the Unsecured Creditor Trust and for the purpose of liquidating and winding up the affairs of the Unsecured Creditor Trust, the Trustee shall continue to act as such until its duties have been fully performed. Prior to the final distribution of all of the remaining Unsecured Creditor Trust Assets, the Trustee shall be entitled to reserve from such assets any and all amounts required to provide for its own reasonable costs and expenses, in accordance with the terms of this Agreement, until such time as the winding up of the Unsecured Creditor Trust is completed. Upon termination of the Unsecured Creditor Trust, the Trustee shall retain for a period of three years the books, records, lists of the Unsecured Creditor Trust Beneficiaries, the Trust Register, and other documents and files that have been delivered to or created by the Trustee. Except as otherwise specifically provided herein, upon the termination of the Unsecured Creditor Trust, the Trustee shall have no further duties or obligations hereunder.

ARTICLE 11

Amendment and Waiver

11.1 Amendment and Waiver.

(a) The Trustee may amend, supplement or waive any provision of, this Agreement, without notice to or the consent of the Unsecured Creditor Trust Beneficiaries or the approval of the Bankruptcy Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Agreement; (ii) to comply with any requirements in connection with the U.S. Federal income tax status of the Unsecured Creditor Trust as a “liquidating trust”; (iii) to comply with any requirements in connection with maintaining that the Unsecured Creditor Trust is not subject to registration or reporting requirements of the Exchange Act, the Trust Indenture Act or the Investment Company Act; (iv) to make the Unsecured Creditor Trust a reporting entity and, in such event, to comply with any requirements in connection with satisfying the registration or reporting requirements of the Exchange Act, the Trust Indenture Act or the Investment Company

Act; and (v) to evidence and provide for the acceptance of appointment hereunder by a successor trustee in accordance with the terms of this Agreement and the Plan; provided, however, that notice shall be given to the Unsecured Creditor Trust Beneficiaries and the Liquidating Trust promptly after such amendment, supplement or waiver is effective.

(b) Any provision of this Agreement that the Trustee cannot amend pursuant to Section 11.1(a) of this Agreement may be amended or waived by the Trustee, subject to approval of the Oversight Committee as set forth in Section 3.9 of this Agreement, with the approval of the Bankruptcy Court upon notice and an opportunity for a hearing.

(c) Notwithstanding anything contained in this Section 11.1, no amendment, supplement, or waiver may be made to this Agreement that (i) would adversely affect the payments and/or distributions to be made under this Agreement to (or on behalf or for the account of) any Unsecured Creditor Trust Beneficiary, or (ii) is inconsistent with the purpose and intention of the Unsecured Creditor Trust to liquidate in an expeditious but orderly manner the Unsecured Creditor Trust Assets in accordance with Treasury Regulation section 301.7701-4(d).

ARTICLE 12

Miscellaneous Provisions

12.1 Intention of Parties to Establish the Unsecured Creditor Trust. This Agreement is intended to create a liquidating trust for federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a trust and any ambiguity herein shall be construed consistent herewith and, if necessary, this Agreement may be amended in accordance with Section 11.1 to comply with such federal income tax laws, which amendments may apply retroactively.

12.2 Litigation Costs. If, during the term of this Agreement, any dispute arises among the parties to this Agreement regarding the provisions of this Agreement or the enforcement thereof, each party shall bear its own costs and expenses, including attorneys' fees.

12.3 Laws as to Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to whether any conflicts of law would require the application of the law of another jurisdiction.

12.4 Jurisdiction. Without limiting any Person's right to appeal any order of the Bankruptcy Court or to seek withdrawal of the reference with regard to any matter, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties, including the Unsecured Creditor Trust Beneficiaries, hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

12.5 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of

such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.6 Notices. All notices, requests or other communications to the parties hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic mail or facsimile communication (as evidenced by a confirmed fax transmission report); (iii) sent by first class U.S. mail; or (iv) sent by commercial delivery service or courier.

Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers:

If to the Trustee:	
(with a copy to)	
If to the Debtors:	Chad J. Shandler c/o FTI Consulting Three Times Square 9 th Floor New York, NY 10036
(with a copy to)	Porter Hedges LLP 1000 Main Street, 36 th Floor Houston, TX 77002 Telephone: (713) 226-6000 Facsimile: (713) 228-1331 Attn: John F. Higgins, Esq. Eric M. English, Esq. Genevieve M. Graham, Esq.
If to the Unsecured Creditor Trust Beneficiaries:	To the name and address set forth on the registry maintained by the Trustee.

All notices shall be effective and shall be deemed delivered (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail or facsimile communication, on the date of receipt or confirmed transmission of the communication; and (iii) if by mail, on the date of receipt. Any Person from time to time may change his, her or its address, facsimile number, or other information for the purpose of notices to that Person by giving notice specifying such change to the Trustee. The Unsecured Creditor Trust shall only be required to provide notices to (i) an adverse party on a particular matter, (ii) the Oversight Committee, (iii) the Prepetition Secured Parties and (iv) any Party that refiles a request for notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure after the Effective Date.

12.7 Fiscal Year. The fiscal year of the Unsecured Creditor Trust will begin on the first day of the month following the Effective Date and end on the last day of the month on which the Effective Date occurred of each calendar year.

12.8 Construction; Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) reference to Articles, Sections, Schedules or Exhibits herein shall be deemed to be references to the Articles, Sections, Schedules and Exhibits to this Agreement unless otherwise specified;

(viii) "including" means including without limiting the generality of any description preceding such term; and

(ix) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the parties hereto with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party hereto shall not apply to any construction or interpretation hereof.

(c) Headings. The headings contained in this Agreement are for the convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

12.9 Counterparts; Facsimile; PDF. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile or portable document format copies hereof or signature hereon shall, for all purposes, be deemed originals.

12.10 Entire Agreement. This Agreement (including the Recitals), the Plan, and the Confirmation Order constitute the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Agreement, the Plan and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, in the Plan or in the Confirmation Order, nothing in this Agreement is intended or shall be construed to confer upon or to give any Entity or Person other than the parties hereto and their respective heirs, administrators, executors, permitted successors, or permitted assigns any right to remedies under or by reason of this Agreement, except that the Persons identified in Article 7 hereof are intended third party beneficiaries of Article 7 hereof and shall be entitled to enforce the provisions thereof as if they were parties hereto.

12.11 No Bond. The Trustee shall serve without bond, and notwithstanding any state or federal law to the contrary, the Trustee (including any successor trustee) shall be exempt from giving any bond or other security in any jurisdiction.

12.12 Effectiveness. This Agreement shall become effective on the Effective Date.

12.13 Investment Company Act. This Unsecured Creditor Trust is organized as a liquidating entity in the process of liquidation, and therefore should not be considered, and the Unsecured Creditor Trust does not and will not hold itself out as, an “investment company” or an entity “controlled” by an “investment company” as such terms are defined in the Investment Company Act.

12.14 Successor and Assigns. This Agreement shall inure to the benefit of the parties hereto and the intended third party beneficiaries identified in Section 12.10 hereof (to the extent specified therein), and shall be binding upon the parties hereto, and each of their respective successors and assigns to the extent permitted by this Agreement and applicable law.

12.15 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that such Section or Article under this Agreement. The words “hereof,” “herein,” “herein,” and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement.

12.16 No Execution. All funds in the Unsecured Creditor Trust shall be deemed in *custodia legis* until such times as the funds have actually been paid to or for the benefit of an Unsecured Creditor Trust Beneficiary, and no Unsecured Creditor Trust Beneficiary or any other Person can execute upon, garnish or attach the Unsecured Creditor Trust Assets in any manner or

compel payment from the Unsecured Creditor Trust except by an order of the Bankruptcy Court. Distributions from the Unsecured Creditor Trust will be governed solely by the Plan and this Agreement.

12.17 Irrevocability. The Unsecured Creditor Trust is irrevocable but is subject to amendment and waiver as provided for in this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

THE DEBTORS:

NEIGHBORS LEGACY HOLDINGS, INC.,
(on behalf of itself and the other Debtors.)

By: _____

Name: Chad J. Shandler

Title: Chief Restructuring Officer

TRUSTEE:

By: _____

Name: Mark Shapiro

Title: Trustee

NON-EXCLUSIVE LIST OF RETAINED CAUSES OF ACTION

In accordance with Section 1123(b) of the Bankruptcy Code and Article V of the *First Amended Joint Plan of Liquidation of Neighbors Legacy Holdings, Inc. and its Debtor Affiliates under Chapter 11 of the Bankruptcy Code* [Docket No. 772] (as may be amended, modified and/or supplemented, the “Plan”) and except where such Causes of Action have been expressly released, the Unsecured Creditor Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, including, without limitation, any actions specifically enumerated in the Plan Supplement, and the Unsecured Creditor Trust’s rights to commence, prosecute or settle such Retained Causes of Action shall be preserved notwithstanding the entry of the Confirmation Order and/or the occurrence of the Effective Date.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Plan Supplement to any Cause of Action against such Person or Entity as any indication that the Unsecured Creditor Trust will not pursue any and all available Retained Causes of Action against such Person or Entity. The Unsecured Creditor Trust expressly reserves all rights to prosecute any and all Retained Causes of Action except as otherwise expressly provided in the Plan. Unless any Retained Causes of Action against a Person or Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or Final Order, the Unsecured Creditor Trust expressly reserves all Retained Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Retained Causes of Action, upon, after, or as a consequence of entry of the Confirmation Order or the occurrence of the Effective Date.

Notwithstanding and without limiting the generality of the foregoing, the following general categories of Retained Causes of Action are expressly preserved by the Unsecured Creditor Trust including: (a) claims related to contracts and leases, regardless of whether such contracts or leases are Executory Contracts; (b) claims related to insurance policies including, but not limited to, both first party claims by the Debtors or the Unsecured Creditor Trust on the Debtors’ insurance policies and third party claims by the Debtors or the Unsecured Creditor Trust against any tortfeasor’s policies; (c) claims, defenses, cross-claims and counter-claims related to litigation and possible litigation; (d) claims related to potential preferences and fraudulent conveyances under federal or state law; and (e) claims against the Debtors’ current and former subsidiaries, Affiliates, directors, members, managers, officers, principals, partners, agents, employees, shareholders, holders of Series LLC Interests and holders of Neighbors Equity Interests.

A. Claims Related to Contracts and Leases (“Contract Claims”)

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserves the Retained Causes of Action, based in whole or in part upon any and all contracts and leases to which any Debtor is a party or pursuant to which any Debtor had any rights whatsoever, regardless of whether such contract or lease is listed herein or in the Plan, any proof of Claim and/or in any Bankruptcy Court filing, including without limitation all contracts and leases that were previously assumed by the Debtors. The claims and Causes of Action reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, landlords or any other parties unless such claims or Causes of Action were released pursuant to the Plan: (a) for overpayments, back charges, duplicate payments, improper holdbacks, warranties, guarantees, indemnities, recoupment or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before assumption or rejection, if applicable, of such contracts; (d) for counterclaims and defenses related to any contractual obligations; (e) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, fraud or other business tort claims; and (f) avoidance of preferential and fraudulent transfers. A non-exclusive schedule of potential defendants of Contract Claims is attached hereto as Schedule 1.

B. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserves all Causes of Action based in whole or in part upon any insurance contracts and insurance policies to which any Debtor was party or to which any Debtors had rights whatsoever, regardless of whether such contract or policy is listed or identified herein or in the Plan, any proof of Claim, and/or in any Bankruptcy Court filing, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers or surety bond issuers relating to coverage, indemnity, contribution, reimbursement or any other matters. This reservation includes, but is not limited to, both first party claims by the Debtors or the Unsecured Creditor Trust on the Debtors’ policies and third party claims by the Debtors or the Unsecured Creditor Trust against any tortfeasor’s policies.

C. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Potential Litigation

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserves all Causes of Action against or related to all Persons or Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless

of whether such litigation is listed herein or in the Plan, any proof of Claim and/or in any Bankruptcy Court filing.

D. Causes of Action Related to Potential Preferences and Fraudulent Conveyances (the “Avoidance Actions”)

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserves all Causes of Action including Avoidance Actions, against or related to all creditors or former creditors that owe money to the Debtors, including for potential Causes of Action the Debtors could assert under sections 506(d), 522, 541, 542, 543, 544, 545, 547, 548, 549, 550 and/or 553 or otherwise under the Bankruptcy Code or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance claims, rights, and causes of action. For the avoidance of doubt, the reservation set forth in this subsection shall not be limited to the transfers set forth in the Debtors’ Statement of Financial Affairs, the identity of the transferees included therein, or the amount of the transfers included therein. A non-exclusive schedule of potential defendants of Avoidance Actions is attached hereto as Schedule 2.

E. Causes of Action Related to Setoff and Recoupment

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserve all Causes of Action and/or rights to setoff and/or recoupment the Debtors could assert under section 553 of the Bankruptcy Code or under any other similar rights under state or federal statutes and common law.

F. Causes of Action Against Insiders (the “Insider Claims”)

Unless otherwise released by the Plan, the Unsecured Creditor Trust expressly reserve all Causes of Action against current and former officers, directors, affiliates, employees, members, partners, agents, holders of Series LLC Interests and holders of Neighbors Equity Interests or other owners for, among others, claims for breach of fiduciary duty, breach of the duty of care, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, general errors and omissions committed in the management of the Debtors, Avoidance Actions, and the proceeds of any such claims, including any recovery under D&O Policies associated therewith. A non-exclusive schedule of potential defendants of Insider Claims is attached hereto as Schedule 3.

SCHEDULE 1

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
AAPC		P.O. Box 639237			Cincinnati	OH	45263-9237		Contract Claim
Accelerated Claims, Inc		PO Box 742319			Atlanta	GA	30374		Contract Claim
Access Healthcare Services Private Limited		A9, First Main Road	Ambattur Industrial Estate		Chennai	Tamil Nadu	600058	India	Contract Claim
Admiral Linen Service, Inc.	Admiral Linen and Uniform Services by AlSCO	4353 Baldwin Blvd			Corpus Christi	TX	78408		Contract Claim
AGE Advanced Geriatric Experts Pharmacy Consulting, PLLC	Attn Anitra MacLaughlin, Managing Partner	7805 Christina Avenue			Amarillo	TX	79121-1719		Contract Claim
Airgas, Inc	Airgas USA, LLC	P.O. Box 676015			Dallas	TX	75267-6015		Contract Claim
ALSCO, Inc. Admiral Linen and Uniform Service, Inc.	Attn Diane Webster, Corporate Accounts Service Administrator	HealthAssure by AlSCO	2030 Kipling Street		Houston	TX	77098		Contract Claim
American Board of Medical Specialties		353 North Clark Street	Suite 1400		Chicago	IL	60654		Contract Claim
American Linen Supply of N.M., Inc.	American Linen Supply	550 No. Church St.			LAS Cruces	NM	88001-3498		Contract Claim
Andrew Himself		2800 Gabriel View Dr.			Georgetown	TX	78628		Contract Claim
Ansari Family Limited Partnership	Attn Inam Khan	15119 Wallisville Rd	Suite 100		Houston	TX	77049		Contract Claim
Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC		AUS Central LockBox	P.O. Box 731676		Dallas	TX	75373-1676		Contract Claim
ARC Houston Healthcare, DST	Attn Anthony Graziano, Property Accountant	c/o ARC Properties	1401 Broad Street		Clifton	NJ	07013		Contract Claim
Arthur J. Gallagher Brokerage & Risk Management Services, LLC	Arthur J. Gallagher Brokerage Risk Mgmt SVC	1900 West Loop S Site 1600			Houston	TX	77027-3295		Contract Claim
Ascension Capital Advisors, Inc		4900 Woodway Drive, Suite 1150			Houston	TX	77056		Contract Claim
AT&T	C/O Bankruptcy	4331 Communications Dr, Flr W			Dallas	TX	75211		Contract Claim
Aurico Reports, LLC	Atrium Corporate Center	3800 Golf Road, Suite 120			Rolling Meadows	IL	60008		Contract Claim
Austin Mueller MD, LLC	Attn Deborah Hornickel, Property Manager	c/o Barshop & Oles Company	801 Congress Avenue, Suite 300		Austin	TX	78701		Contract Claim
Bank of the West		475 Sansome St	19th Floor		San Francisco	CA	94111		Contract Claim
Baptist Hospitals of Southeast Texas - Beaumont Campus	Attn Chief Executive Officer	3080 College St			Beaumont	TX	77701-4606		Contract Claim
BB&T Commercial Equipment Capital Corp.. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	BB&T Commercial Equipment Capital Corp.	c/o Susquehanna Commercial Finance, Inc.'s nka BB&T Commercial Equipment Capital Corp.'s, Attn Barbara Lanza Farley	Barbara Lanza Farley PC	PO Box 53659	Philadelphia	PA	19105		Contract Claim
BBVA Compass Financial Corporation	Albert Watson	Accounts Receivable, Equipment Finance Division	PO Box 674355		Dallas	TX	75267-4355		Contract Claim
BDJB Leasing of Canon Falls, LLC	Attn Sunil Koshy, Property Manager	5707 Excelsior Blvd			St Louis Park	MN	55416		Contract Claim
BeaconMedaes, LLC		Dept. 3234	P.O. Box 123234		Dallas	TX	75312-3234		Contract Claim
Blue Cross Blue Shield of Texas, a division of Healthcare Service Corporation, a Mutual Legal Reserve Company	Attn Sonya Williams	1800 West Loop South	Suite 600		Houston	TX	77027		Contract Claim
BSA Hospital, LLC d/b/a Baptist St. Anthony's Health System Laboratory	Baptist St. Anthony's Health System Laboratory	1600 Wallace Blvd.			Amarillo	TX	79106		Contract Claim
Burton Construction Co	Burton Construction	10550 Westpark Dr.			Houston	TX	77042		Contract Claim
Cable ONE Business Services		PO Box 78000			Phoenix	AZ	85062-8000		Contract Claim
Cactus Software Inc.		4900 College Boulevard			Overland Park	KS	66211		Contract Claim
Caprock Waste and Waste Wranglers	Waste Wranglers	P.O. Box 2897			Lubbock	TX	79408		Contract Claim
Cecilia Brown	Attn Cecilia Brown	4142 El Bosque Drive	PO Box 934		Pebble Beach	CA	93953		Contract Claim
CenterPoint Group LLC		9000 Midlantic Dr			Mt Laurel	NJ	08054		Contract Claim

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
Central Bank of St. Louis (formerly All Points Solution, Inc. d/b/a 3i International and TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc.)	Central Bank of St. Louis	Attn John R. Jones	J.R. Jones Law PLLC	6026 Remson Hollow Lane	Katy	TX	77494		Contract Claim
Century Square Commercial Venture, LLC	Lee A. Collins	Boyar Miller	2925 Richmond Avenue, 14th Floor		Houston	TX	77098		Contract Claim
CH Retail Fund 1/Houston Uptown Crossing, LP	Attn Asset Manager - Uptown Crossing	3819 Maple Avenue			Dallas	TX	75219		Contract Claim
CHCA Clear Lake, LP d/b/a Clear Lake Regional Medical Center	Clear Lake Regional Medical Center	Attn Todd Caliva, CEO , 500 Medical Center Blvd			Webster	TX	77598		Contract Claim
CHCA Clear Lake, LP d/b/a Clear Lake Regional Medical Center	Legal Department	P.O. Box 550			Nashville	TN	37202-0550		Contract Claim
CHCA Pearland, LP d/b/a Pearland Medical Center	Legal Department	P.O. Box 550			Nashville	TN	37202-0550		Contract Claim
CHCA Pearland, LP d/b/a Pearland Medical Center	Pearland Medical Center	Attn David Wagner, CEO	1100 Shadow Creek Parkway		Pearland	TX	77584		Contract Claim
CHCA West Houston, LP d/b/a West Houston Medical Center	West Houston Medical Center	1241 Richmond Avenue			Houston	TX	77082		Contract Claim
Christus Mother Frances Hospital - Sulphur Springs		Attn CEO	115 Airport Road		Sulphur Springs	TX	75482		Contract Claim
Christus St. Michael Health System		P.O. Box 848024			Dallas	TX	75284-8024		Contract Claim
Clear Channel Outdoor	Attn Adriane Youngblood	P.O. Box 847247			Dallas	TX	75284-7247		Contract Claim
Clinical Diagnostic Solutions, Inc	Attn Service Contract Department	1800 NW 65th Avenue			Plantation	FL	33313		Contract Claim
CollaborateMD, Inc	Attn Darrell R. Turner, President & COO	225 East Robinson St, Ste 145			Orlando	FL	32801		Contract Claim
CollectRx, Inc.		6720 Rockledge Drive, Tower B	Suite 600		Bethesda	MD	20817		Contract Claim
Columbia Rio Grande Healthcare, LP d/b/a Rio Grande Regional Hospital	Rio Grande Regional Hospital	Attn V.P. & Chief Legal Officer - Gulf Coast Division	Legal Department One Park Plaza		Nashville	TN	37203		Contract Claim
Columbia Valley Healthcare System, LP. d/b/a Valley Regional Medical Center	Valley Regional Medical Center	Attn Ludy Maraboto	100A Aton Gloor Blvd		Brownsville	TX	78526		Contract Claim
Comcast Cable Communications Management, LLC	Attn Franny Lambright	PO Box 660618			Dallas	TX	75266-0618		Contract Claim
Cornerstone Regional Hospital		2302 Cornerstone Blvd.			Edingburg	TX	78539		Contract Claim
DataVox, Inc	Attn Dana Wessale Landry	PO Box 660831			Dallas	TX	75266-0831		Contract Claim
David L. Osborn, Trustee of the Margaret M. Nobmann Family Trust, a California trust	Attn David L. Osborn	PO Box 932			Point Reyes Station	CA	94956		Contract Claim
Diego Garza		3713 Ida St			Edinburg	TX	78539		Contract Claim
Digital Signage Solutions L.L.P.		1305 Yorkshire Ave			Wolfforth	TX	79382		Contract Claim
DiscoverOUTDOOR.com LP	Attn James Martinez	P.O. Box 6351			Paris	TX	75461		Contract Claim
Dude Solutions, Inc	Dude Solutions	P.O. Box 200236			Pittsburgh	PA	15251-0236		Contract Claim
Ector Country Hospital District d/b/a Medical Center Hospital	Medical Center Hospital	P.O. Box 223685			Dallas	TX	75222-3685		Contract Claim
EL Paso Disposal	EL Paso Disposal, A Waste Connections Company	P.O. Box 660177			Dallas	TX	75266-0177		Contract Claim
El Paso Healthcare Systems Ltd d/b/a Las Palmas Sol Healthcare	Attn Contract Compliance Department	4100 Rio Bravo, Ste. 300			EL Passo	TX	79902		Contract Claim
Essent-PRMC, LP d/b/a Paris Regional Medical Center	Paris Regional Medical Center	865 DeShong Drive			Paris	TX	77042		Contract Claim
Fairmont Crossing Properties LP	Attn Dwayne Hurt, Property Accountant	Crescendo Commercial Realty	6929 W. 130th Street		Parma Heights	OH	44130		Contract Claim
Fairmont Crossing, Ltd	Attn Dwayne Hurt, Property Accountant	Crescendo Commercial Realty	6929 W. 130th Street, Suite 602		Parma Heights	OH	44130		Contract Claim
Fairway Outdoor Funding, LLC	Attn Dawn Evans	P.O. Box 60125			Charlotte	NC	28260		Contract Claim
Frontier Utilities	Attn Frontier Utilities Revenue Management , PUCT No. 10169	5161 San Felipe St	Suite 320		Houston	TX	77056		Contract Claim
GAMMA Waste Systems, LLC		712 Pasadena Freeway			Pasadena	TX	77056		Contract Claim
General Electric Capital Corporation	Healthcare Equipment Finance	PO Box 641419			Pittsburgh	PA	15264-1419		Contract Claim
George Martinovich as Trustee of the 2000 George Martinovich Living Trust, UDT dated February 4, 2000	Attn Jay Martinovich, Trustee & George Sekulich	3000 F Danville Blvd			Alamo	CA	94507		Contract Claim
Gilbreath & Company	Attn Tanya Anderson	P.O. Box 1264			Friendswood	TX	77549-1264		Contract Claim

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
Gorgee, LLC	Attn Barbara Kreis	c/o Total Source	1445 Engineer Street		Vista	CA	92081		Contract Claim
Harlingen Medical Center	Attn Brenda Ivory, CEO	5501 S Expressway 77			Harlingen	TX	78550		Contract Claim
Harry Leiser, Trustee of the Harry Leiser Revocable trust	Kelly M. Fracassa	Naccarato & Fracassa	96 Franklin Street		Westerly	RI	02891		Contract Claim
HealthStream, Inc		P.O.Box 102817			Atlanta	GA	30368-2817		Contract Claim
HSA Bank, a division of Webster Bank, N.A.		P.O. Box 939			Sheboygan	WI	53082		Contract Claim
ICR Data Center, LLC [a wholly owned subsidiary of Technology Partners, Inc d/b/a Imagine Software]	ICR Data Center, LLC	Attn Legal Counsel & Accounts Receivable	8757 Red Oak Blvd		Charlotte	NC	28217		Contract Claim
InvestCorp Group, Ltd	Attn c/o Zenith Real Estate	2900 Wilcrest Drive, Suite 100	PO Box 42146		Houston	TX	77042		Contract Claim
KEM Texas, Ltd (KEM Advertising)		P.O. Box 461406			San Antonio	TX	78246-1406		Contract Claim
LaSandra Winters		6918 Sugarland Dr.			Texarkana	AR	71854		Contract Claim
Lonestar Delivery and Process		1064 Hercules Avenue			Houston	TX	77058		Contract Claim
Lubbock County Hospital District f/b/a University Medical Center	University Medical Center	P.O. Box 5980			Lubbock	TX	79408		Contract Claim
Maddison Visual Media, L.P.	AttnTatia Tate	11811 Sendera Lane			Richmond	TX	77407		Contract Claim
Manasseh Medical Imaging	Radiology Analysis for 4015	P.O. Box 16856			Lubbock	TX	79490		Contract Claim
Marsh & McLennan Agency, LLC		8144 Walnut Hill Lane			Dallas	TX	75231		Contract Claim
Matthew J. Rise		7208 78th St			Lubbock	TX	79424		Contract Claim
Media Choice	AttnShanna Jones	3701 Bee Cave Road	Ste. 101		Austin	TX	78746		Contract Claim
Medicus Laboratory Information Systems		1137 Laguna Springs Drive			Weston	FL	33326		Contract Claim
Medix Staffing Solutions, Inc.		7839 Solution Center			Chicago	IL	60677-7008		Contract Claim
Megan Anderson		1006 South Wellsford Dr			Pearland	TX	77584		Contract Claim
Melissa Carrillo		3112 Cascade Point			El Paso	TX	79938		Contract Claim
Memorial Hermann Health System d/b/a Memorial Herman - Texas Medical Center	Memorial Hermann Health System	P.O. Box 301208			Houston	TX	75303-1208		Contract Claim
Memorial Hermann Health System d/b/a Memorial Hermann Northeast Hospital	Memorial Hermann Health System	P.O. Box 301208			Houston	TX	75303-1208		Contract Claim
Memorial Hermann Health System d/b/a Memorial Hermann Southeast Hospital	Memorial Hermann Health System	P.O. Box 301208			Houston	TX	75303-1208		Contract Claim
Memorial Hermann Memorial City Medical Center	Memorial Hermann Health System	P.O. Box 301208			Houston	TX	75303-1208		Contract Claim
MH Outdoor Media LLC	Attn Stephanie Ziegler	11757 Katy Freeway	Suite 1500		Houston	TX	77079		Contract Claim
Midland County Hospital District d/b/a Midland Memorial Hospital	Memorial Hermann Health System	P.O. Box 301208			Houston	TX	75303-1208		Contract Claim
Midland Rockhounds Professional Club	Attn Courtnie Ortiz , Director of Community Relations	5514 Champions Dr			Midland	TX	79706		Contract Claim
Mint Medical Physicians Staffing, LP dba Mint Physician Staffing	Mint Medical Physician Staffing, LP	2500 Wilcrest Dr.	Suite 100		Houston	TX	77042		Contract Claim
Multiplan, Inc	Service Operations Department	16 Crosby Drive			Bedford	MA	01730		Contract Claim
Nathaniel Ehni		507 McKinney Ave.			Odessa	TX	79763		Contract Claim
NightRays, PA d/b/a Rays	Rays - ATTN Legal Services	10901 W. Toller Dr.	Suite 105		Littleton	CO	80127		Contract Claim
NorTek Medical Staffing, Inc		2313 Timber Shadows Drive	Suite 200		Kingwood	TX	77339-2039		Contract Claim
Northwest Texas Healthcare System, Inc	Northwest Texas Healthcare System	P.O. Box 848275			Dallas	TX	75284-8275		Contract Claim
Nova Associates, Inc (DBA Nova 401(k) Associates)		10777 Northwest Freeway Suite 440			Houston	TX	77092		Contract Claim
Nova Associates, Inc (DBA Nova 401(k) Associates)	Nova Associates, Inc (DBA Nova 401(k) Associates)	10777 Northwest Freeway Suite 440			Houston	TX	77092		Contract Claim
Novarad Corporation	Novarad	752 E 1180 S#200			American Fork	UT	84003		Contract Claim
OC Paso, LLC		6307 NW 80 Dive			Parkland	FL	33067		Contract Claim
Omnicell, Inc.	Attn John Meiers & Accounts Receivable	P.O. Box 204650			Dallas	TX	75320-4650		Contract Claim

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
Outdoor Media Group, LLC	Attn Michael Brown	3746 Park Lane			Port Arthur	Tx	77642		Contract Claim
Outfront Media	Attn Jennifer Munoz	PO Box 33074			Newark	NJ	07188-0074		Contract Claim
Pashmak, LLC	Attn Barbara Kreis	c/o Total Source	1445 Engineer Street		Vista	CA	92081		Contract Claim
Passport Health Communications, Medical Present Value Inc and Search America Inc.(Collectively referred as Experian Health)	Passport Health Communications, Medical Present Value Inc and Search America Inc.	Passport Health Communications, Inc	P.O. Box 635527		Cincinnati	OH	45263-5527		Contract Claim
Paychex Inc		11777 Katy Freeway Suite 100			Houston	TX	77079		Contract Claim
PayScale, Inc	PayScale Inc	1000 1st Avenue S, Suite 100			Seattle	WA	98103		Contract Claim
Peake Software Labs, Inc	Qgenda, LLC	Attn Patty Newton	954 Ridgebrook Road, Suite 210		Sparks	MD	21152		Contract Claim
Pearland Town Center Limited Partnership	Attn Amanda Mull	CBL #0689	PO Box 955607		St Louis	MO	63195		Contract Claim
Phoenix HAR Investments, LLC	Attn Monica Lee, Property Manager	464 Heritage Rd, Suite F			Southbury	CT	06488		Contract Claim
Pitney Bowes Global Financial Services LLC		PO Box 371887			Pittsburgh	PA	15250-7887		Contract Claim
Porter JFP, LLC	Attn Bill Coon	7301 Ranch Road	620 North, Suite 155-117		Austin	TX	78726-4537		Contract Claim
Presidio Health, Inc		38 Keyes Avenue Suite 116			San Francisco	CA	94129		Contract Claim
Primary Media	Attn Mike Rogers	2511 Boll Street			Dallas	TX	75204		Contract Claim
ProStar Services, Inc d/b/a Parks Coffee		P.O. Box 110209			Carrollton	TX	75011-0209		Contract Claim
Protection One, a division of ADT, LLC	Attn Kirk Love , National Account Manager	11710 North Fwy	Suite 800		Houston	TX	77060		Contract Claim
Quality Care ER Paris, LLC		2765 41st Street			Paris	TX	75462		Contract Claim
Quest Diagnostics Clinical Laboratories		P.O. Box 50368			Los Angeles	CA	90074-0368		Contract Claim
R.G. Brinkmann Company d/b/a Brinkmann Constructors	Attn Matthew Rowe	3855 Lewiston St	Suite 100		Aurora	CO	80011		Contract Claim
Read King, Inc.	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
Reagan National Advertising of Austin, Inc	Attn Sue Spinosa	P.O. Box 561539			Denver	CO	80256-1539		Contract Claim
RealMed Corporation, a wholly owned subsidiary of Availity, LLC	Availity/Realmed	P.O. Box 844793			Dallas	TX	75284		Contract Claim
Reliance Mechanical Contractors	Reliance Mechanical, Inc.	P.O. Box 12157			Austin	TX	78711		Contract Claim
Republic Waste Services of Texas, Ltd		Republic Services #853	P.O. Box 78829		Phoenix	AZ	85062-8829		Contract Claim
RKMS Amarillo #2 LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Greeley LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Kerrville LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Longview LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Lubbock LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Lufkin LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Paris LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
RKMS Texas City LLC	Attn Jason S. Brookner	Gray Reed	1601 Elm Street, Suite 4600		Dallas	TX	75201		Contract Claim
Roshal Imaging Services, Inc.	Attn General Counsel	C/O Cash Flow Experts Inc	PO Box 732951		Dallas	TX	75373-2951		Contract Claim
Roth Staffing companies, LP d/b/a Ultimate Staffing Services, Ledgent Finance & Accounting and Ledgent Search Group		PO BOX 60003			Anaheim	CA	92812		Contract Claim

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
Sanitation Solutions	Sanitation Solutions, Inc	P.O. Box 6190			Paris	TX	75461		Contract Claim
SHI International Corp	Attn Lease Processing Center	1111 Old Eagle School Road			Wayne	PA	19087		Contract Claim
Shipp Outdoor, LLC	Attn Gena Shipp	2801 Ricmond Rd #43			Texarkana	TX	07503		Contract Claim
Siemens Financial Services, Inc	Attn Michael Alleva, Senior Portfolio Manager & Customer Solutions	301 Lindenwood Drive, Suite 215			Malvern	PA	19355-1774		Contract Claim
Siemens Medical Solutions USA, Inc.	Attn Gary Biegler, Credit Account Manager	Midwest Zone, GBC, Mailstop 802	PO Box 6101		Newark	DE	19714-6101		Contract Claim
Siggi Raizada		13223 Southpoint Ln.			Houston	TX	77034		Contract Claim
SIGNAD, LTD.	Attn Angie Heckel - Collection Manager &, Holly McBrayer	P.O. Box 8626			Houston	TX	77249		Contract Claim
Signature Financial, LLC (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Signature Financial, LLC	Attn Martha Hardwick Hofmeister, Frances A. Smith, Hayley Ellison	Shackelford, Bowen, McKinley & Norton, LLP	9201 N. Central Expressway, Fourth Floor	Dallas	TX	75231		Contract Claim
South Texas Health System, LLC		P.O. Box 848267			Dallas	TX	75284-8267		Contract Claim
Southwest Precision Printers, L.P. f/k/a Nationwide Argosy Solutions, LLC, Inc.	Tim Tully, CEO	1055 Conrad Sauer			Houston	TX	77043		Contract Claim
Spectrum, LLC f/k/a Time Warner Cable Enterprises, LLC	Attn Recovery Support,, TWC Legal & Serena Parker	3347 Platt Springs Road			West Columbia	SC	29170		Contract Claim
Spirit MTA REIT, L.P.,	c/o Spirit Realty Capital Inc.,	Attention Portfolio Servicing	2727 N. Harwood Street, Suite 300		Dallas	TX	75201		Contract Claim
Spirit Realty, L.P.	Robert E. Weitzel	Akerman, LLP	2001 Ross Ave., Suite 3600		Dallas	TX	75201		Contract Claim
Spring Gulch, LLC	Wesley M. Giesecke	Gossett, Harrison, Millican & Stipanovic, PC	P.O. Drawer 911		San Angelo	TX	76902		Contract Claim
Stericycle, Inc		P.O. Box 6575			Carol Stream	IL	60197-6575		Contract Claim
Suddenlink Business	Attn Tim Ogrodnik	PO Box 742535			Cincinnati	OH	45274-2535		Contract Claim
Technology Partners, Inc	Technology Partners Inc.	8757 Read Oak Blvd.			Charlotte	NC	28217		Contract Claim
Technosoft Global Services Pvt. Ltd.		One Towne Square, 6th floor			Southfield	MI	48076		Contract Claim
The Don Levin Trust	Elliot J. Siegel	Elkins Kalt Weintraub Reuben Gartside LLP	2049 Century Park East, Suite 2700		Los Angeles	CA	90067-3202		Contract Claim
The Guardian Life Insurance Company of America	Guardian - Alternate Funded	P.O. Box 824395			Philadelphia	PA	19182-4395		Contract Claim
The Joint Commission on Accreditation of Healthcare Organizations (d/b/a The Joint Commission)	The Joint Commission	P.O. Box 92775			Chicago	IL	60675-2775		Contract Claim
The Lamar Companies	Attn Kaitlyn Hebert	5251 Corporate Blvd.	PO Box 96030		Baton Rouge	LA	70896		Contract Claim
The Tribune d/b/a Tribune Newspapers	Attn Cynthia Calvert, Editor and Owner	1036 First Street East	Suite C		Humble	TX	77338		Contract Claim
The Vanguard Group, Inc	c/o Ascensus	P.O. Box 28067			New York	NY	10087		Contract Claim
Thomas Garza		195 Chachalaca			San Benito	TX	78586		Contract Claim
TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. (formerly All Points Solution, Inc. d/b/a 3i International)	Elizabeth M. Guffy & Philip G. Eisenger	Locke Lord LLP	600 Travis Street, Suite 2800		Houston	TX	77002		Contract Claim
Tracy D. Attebury		39140 47th St. NE			Paris	TX	75462		Contract Claim
T-System, Inc	Accounts Receivable	Dept 2537	P.O. Box 122537		Dallas	TX	75312-2537		Contract Claim
UCP Texas Management, Ltd.	John G. Pearce	The Fowler Law Firm, PC	8310 North Capital of Texas Hwy, Suite 150		Austin	TX	78731		Contract Claim
Unifi Equipment Finance, Inc. (formerly TIAA Commercial Finance, Inc. f/k/a EverBank Commercial Finance, Inc. and All Points Solution, Inc. d/b/a 3i International)	Unifi Equipment Finance, Inc.	Attn Joseph J. Shannon	Bodman PLC	6th Floor at Ford Field, 1901 St. Antoine Street	Detroit	MI	48226		Contract Claim
Universal Hospital Services, Inc	Universal Hospital Service	PO Box 86			Minneapolis	MN	55486-0940		Contract Claim
UpToDate, Inc		230 Third Avenue			Waltham	MA	02451		Contract Claim
Ventus Wireless, LLC		10 Norden Place			Norwalk	CT	06855		Contract Claim

Schedule of Contract Claims

Name of other parties with whom the debtor has an executory contract or unexpired lease	Creditor Notice Name	Address 1	Address 2	Address 3	City	State	Zip	Country	Potential Cause of Action
VHS Brownsville Hospital Company LLC d/b/a Valley Baptist Medical Center Brownsville	Attn CEO	1040 W Jefferson			Brownsville	TX	78520		Contract Claim
VHS Harlingen Hospital Company LLC d/b/a Valley Baptist Medical Center	AttnCEO and Legal Department	2101 Pease St			Harlingen	TX	78552		Contract Claim
Waste Management of Texas, Inc.		P.O. Box 660345			Dallas	TX	75266-0345		Contract Claim
Wells Fargo Equipment Finance, Inc	Attn Dale Shores	600 South 4th Street			Minneapolis	MN	55415		Contract Claim
West Houston Radiology Associates, LLP	Attn Dr. Craig Thiessen	2126 NW Day	Suite 220		Cypress	TX	77429		Contract Claim
West Physics Consulting, LLC		3285 Paces Walk SE	Suite 250		Atlanta	GA	30339		Contract Claim
Windstream	Michael Ashley, Sr. Acct representative	3 Golf Center	Suite 361		Hoffman Estates	IL	60169		Contract Claim
Wolters Kluwer Clinical Drug Information, Inc	Attn Candice Malensek	1100 Terex Road			Hudson	OH	44236		Contract Claim

SCHEDULE 2

Neighbors - Schedule of Avoidance Actions

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Potential Cause of Action
Adams & Reese, LP	Lyndoll Basell Tower		Houston	TX	77010		Avoidance of Action
Addison Group	7076 Solutions Center		Chicago	IL	60677-7000		Avoidance of Action
Admin America, Inc	1720 Windward Concourse Parkway		Alpharetta	GA	30005		Avoidance of Action
American Express	P.O. BOX 650448		Dallas	TX	75265-0448		Avoidance of Action
Arthur J. Gallagher Risk Management Services, Inc.	1900 W. Loop South, Suite 1600		Houston	TX	77027		Avoidance of Action
Ascension Capital	4900 Woodway Dr		Houston	TX	77056		Avoidance of Action
AT&T	PO Box 105414		Atlanta	GA	30348-5414		Avoidance of Action
BBVA Compass Financial Corporation	PO Box 674355		Dallas	TX	75267		Avoidance of Action
BlueCross BlueShield	Attn: Refund Department		Dallas	TX	75373-1431		Avoidance of Action
BMC Group VDR, LLC	P.O. Box 748225		Los Angeles	CA	90074		Avoidance of Action
CenturyLink	PO Box 2961		Phoenix	AZ	85062		Avoidance of Action
City of El Paso Tax Assessor Collector	221 N. Kansas STE 300		El Paso	TX	79901		Avoidance of Action
Concur Technologies, Inc.	62157 Collections Center Drive		Chicago, Cook	IL	60693		Avoidance of Action
DataVox Inc.	6650 W. Sam Houston Pkwy South		Houston	TX	77072		Avoidance of Action
Foley Gardere	1000 Louisiana Street	Suite 2000	Houston	TX	77002-2099		Avoidance of Action
Guardian	Guardian - Alternate Funded	PO Box 824395	Philadelphia	PA	19182-4395		Avoidance of Action
HSABank	605 North 8th Street	Suite 320	Sheboygan	WI	53081		Avoidance of Action
IPFS Corporation	PO Box 730223		Dallas	TX	75373		Avoidance of Action
Jili Janitorial Services	5648 Pitts Rd.		Katy	TX	77493		Avoidance of Action
KeyBank National Association	c/o M Tashman Reed Smith LLP	1717 Arch Street, Suite 3100	Philadelphia	PA	19103		Avoidance of Action
Kurtzman Carson Consultants, LLC	250 Royal Street		Canton	MA	02021		Avoidance of Action
Level 3 Communications, LLC	P.O. Box 910182		Denver	CO	80291-0182		Avoidance of Action
MarketSphere Unclaimed Property Specialists	14301 First National Bank Parkway	Suite 201	Omaha	NE	68154		Avoidance of Action
McCarter & English, LLP	Four Gateway Center		Newark	NJ	07102		Avoidance of Action
Novarad Corporation	752 E 1180 S #200		American Fork	UT	84003		Avoidance of Action
OpenDNS, Inc. Cisco Umbrella	135 Bluxome Street		San Francisco	CA	94107		Avoidance of Action
Partridge Snow & Hanh	40 Westminster St Suite 1100		Providence	RI	02903		Avoidance of Action
PAYSIMPLE	1433 17th Street	Suite 300	Denver	CO	80202		Avoidance of Action
Petrarca and McGair, Inc.	797 Bald Hill Road		West Warwick	RI	02886		Avoidance of Action
Purchase Power	PO Box 371874		Pittsburgh	PA	15250-7874		Avoidance of Action
QGenda, LLC	3340 Peachtree Rd NE		Atlanta	GA	30326		Avoidance of Action
Quest Diagnostics	PO Box 841725		Dallas	TX	75284-1725		Avoidance of Action
Roth Staffing Companies, LP	PO BOX 60003		Anaheim	CA	92812		Avoidance of Action
SHI International Corp	PO Box 952121		Dallas	TX	75395-2121		Avoidance of Action
TIAA Commercial Finance Inc. fka EverBank Commercial Finance, Inc.	c/o Elizabeth Guffy, Esq. Locke Lord LLP	600 Travis Street, Suite 2800	Houston	TX	77002		Avoidance of Action
UpToDate	230 Third Ave		Waltham	MA	02451		Avoidance of Action
Vanguard	PO Box 28067		New York	NY	10087		Avoidance of Action
Verizon	P.O. Box 660108		Dallas	TX	75266-0108		Avoidance of Action

Neighbors - Schedule of Avoidance Actions

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Potential Cause of Action
Zenith	PO Box 42146		Houston	TX	77242-2146		Avoidance of Action
Baptist St. Anthony's Healthcare Systems	1600 Wallace Blvd.		Amarillo	TX	79106		Avoidance of Action
Lamar Companies	P. O. Box 96030		Baton Rouge	LA	70896		Avoidance of Action
Pashmak, LLC	P.O. Box 234038		Encinitas	CA	92023		Avoidance of Action
Roshal Imaging Services, Inc.	440 Cobia Drive, Suite 1302		Katy	TX	77494		Avoidance of Action
Siemens Medical Solutions USA, Inc	PO Box 120001 Dept. 0733		Dallas	TX	75312-0733		Avoidance of Action
T-Systems, Inc.	2537 PO Box 122537		Dallas	TX	75312		Avoidance of Action
Wells Fargo Equipment Finance, Inc.	PO Box 1450		Minneapolis	MN	55485-8178		Avoidance of Action
Xcel Energy	ATTN: Remittance Processing		Minneapolis	MN	55401		Avoidance of Action
Alsco	404 N University Ave.		Lubbock	TX	79415		Avoidance of Action
Ansari, FLP	1610 W Baker Rd STE A		Baytown	TX	77521		Avoidance of Action
C&R Delivery	PO Box 1848		Belvieu	TX	77580		Avoidance of Action
Frontier Utilities	P.O. Box 733875		Dallas	TX	75373-3875		Avoidance of Action
Gilbreath Outdoor Advertising	PO BOX 1264		Friendswood	TX	77549		Avoidance of Action
Goose Creek ISD Tax Assessor/ Collector	4544 East Interstate 10		Baytown	TX	77522		Avoidance of Action
Methodist Diagnostic Laboratories	6565 Fannin Street B490		Houston	TX	77030		Avoidance of Action
Outfront Media	PO Box 33074		Newark	NJ	07188-0074		Avoidance of Action
XtreMed Enterprise	9703 Richmond Avenue Suite 120		Houston	TX	77042		Avoidance of Action
Baptist Hospital of Southeast Texas	PO Box 974599		Dallas	TX	75397-4599		Avoidance of Action
Jefferson County	PO Box 2112		Beaumont	TX	77704		Avoidance of Action
Pate Services	205 N 18th St.		Beaumont	TX	77707-2203		Avoidance of Action
Clear Channel Outdoor	PO Box 847247		Dallas	TX	75284		Avoidance of Action
Houston Uptown Crossing	PO Box 671649		Dallas	TX	75267-1649		Avoidance of Action
RDI Mechanical, Inc.	7150 Breen Drive		Houston	TX	77086		Avoidance of Action
Texas Health and Human Services Commission	Budget#ZZ156,Fund#001 SC#529201038;MC1470		Austin	TX	78714-9055		Avoidance of Action
Gorgee, LLC	P.O. Box 234038		Encinitas	CA	92023		Avoidance of Action
LoneStar Delivery & Process	1064 Hercules Ave		Houston	TX	77058		Avoidance of Action
NEC LBT, LLC	1231 3 Crabs Rd		Sequim	WA	98382		Avoidance of Action
American Linen Supply	550 N Church St.		Las Cruces	NM	88001-3498		Avoidance of Action
Del Sol Medical Center	10301 Gateway West Blvd		El Paso	TX	79925		Avoidance of Action
Entergy Texas, Inc.	PO Box 8104		Baton Rouge	LA	70888		Avoidance of Action
OC Paso, LLC	6307 NW 80 Dive		Parkland	FL	33067		Avoidance of Action
Phoenix Realty Management	464 Heritage Road, Suite F		Southbury	CT	06488		Avoidance of Action
G E Healthcare	PO BOX 641419		Pittsburgh	PA	15264-1419		Avoidance of Action
Trudy Burton	6060 Greens Rd. #1308		Humble	TX	77396		Avoidance of Action
Southwestern Electric Power	PO Box 24422		Canton	OH	44701-4422		Avoidance of Action
RKMS	c/o Jason Bookner, Esq., Gray Reed	1601 Elm Street, Suite 4600	Dallas	TX	75201		Avoidance of Action
University Medical Center	PO Box 5980		Lubbock	TX	79408		Avoidance of Action

Neighbors - Schedule of Avoidance Actions

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Potential Cause of Action
George Martinovich Living Trust	3000 F Danville Blvd		Alamo	CA	94507		Avoidance of Action
Magic Valley Electric CO-OP	PO Box 267		Mercedes	TX	78570-0267		Avoidance of Action
South Texas Health System	P.O. Box 848267		Dallas	TX	75284-8267		Avoidance of Action
Midland Central Appraisal District	PO BOX 908002	4631 Andrews HWY	Midland	TX	79708-0002		Avoidance of Action
Spirit Master Funding	2727 N. Harwood Street		Dallas	TX	75201		Avoidance of Action
Telecheck	PO Box 60028		City of Industry	CA	91716		Avoidance of Action
Austin Mueller MD	PO Box 675034		Dallas	TX	75267-5034		Avoidance of Action
City of Austin	PO Box 1088		Austin	TX	78767		Avoidance of Action
Mueller Market Retail LLC	PO Box 675034		Dallas	TX	75267-5034		Avoidance of Action
Reagan National Advertising of Austin	PO Box 561539		Denver	CO	80256		Avoidance of Action
Cecilia Brown (National Western Life Ins. Comp)	P.O. Box 934		Pebble Beach	CA	93953		Avoidance of Action
Aramark	AUS Central Lockbox		Dallas	TX	75373-1676		Avoidance of Action
James Martinez dba Discover Outdoor.com LP	PO Box 6351		Paris	TX	75461		Avoidance of Action
Paris Regional Medical Center	865 DeShong Dr		Paris	TX	75460		Avoidance of Action
The Frost National Bank	c/o Frost Leasing	100 West Houston Street	San Antonio	TX	78205		Avoidance of Action
Ann Harris Bennett Tax Assessor-Collector	P.O. Box 3547		Houston	TX	77253-3547		Avoidance of Action
Crescendo Commercial Realty	6929 W130th St #602		Parma Heights	OH	44130		Avoidance of Action
Fairmont Crossing (Facility)	PO Box 30938		Middleburg Heights	OH	44130		Avoidance of Action
Fairmont Crossing (Suite 180)	PO Box 30938		Middleburg Heights	OH	44130		Avoidance of Action
Dennis M Collins dba 1-800-Plumber of Pearland	PO Box 3251		Pearland	TX	77588		Avoidance of Action
Protection One Alarm Monitoring Inc.	1035 N 3rd St.		Lawrence	KS	66044		Avoidance of Action
SignAd Outdoor	PO Box 8626		Houston	TX	77249		Avoidance of Action
BDJB Leasing of Canon Falls	5707 Excelsior Blvd.St.		Louis Park	MN	55416		Avoidance of Action
Outdoor Media Group	3746 Park Lane		Port Arthur	Tx	77642		Avoidance of Action
Porter JFP LLC	7301 Ranch Roach 620 North	Suite 155-117	Austin	TX	78726-4537		Avoidance of Action
Ascensus	1655 43rd Street South	Suite 100	Fargo	ND	58103		Avoidance of Action
Margaret M. Nobmann Trust	PO Box 932		Point Reyes Station	CA	94956		Avoidance of Action
Shipp Outdoor, LLC	2801 Richmond Rd. # 43		Texarkana	TX	75503		Avoidance of Action
ARC Houston Healthcare, DST Bank, NA	Attn: DPO 83037174		Hillsboro	OH	45133		Avoidance of Action
Reliant	PO Box 650475		Dallas	TX	75265-0475		Avoidance of Action
Access Healthcare Services Private Ltd	Ambattur Industrial Estate		Tamil Nadu			India	Avoidance of Action
ATMOS Energy	PO Box 790311		St Louis	MO	63179-0311		Avoidance of Action
Collect Rx, Inc	6720 Rocklegde Dr		Bethesda	MD	20817		Avoidance of Action

Neighbors - Schedule of Avoidance Actions

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Potential Cause of Action
Data Media Associates, Inc	P.O. Box 2305		Alpharetta	GA	30023		Avoidance of Action
ICR Data Center, LLC	8757 Red Oak Blvd		Charlotte	NC	28217		Avoidance of Action
Presidio Health, Inc.	38 Keyes Avenue		San Francisco	CA	94129		Avoidance of Action
Technology Partners, Inc	8757 Red Oak Blvd		Charlotte	NC	28217		Avoidance of Action

SCHEDULE 3

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
A.J. Jordan MD PLLC	2106 Parkway Place		Tyler	TX	75701		Insider Claim
Aaron K. Chen MD PA	3110 Thomas Ave.	Apt. 917	Dallas	TX	75204		Insider Claim
Afton Oaks Emergency Consultants PA	4606 Bryn Mawr Ln		Houston	TX	77027		Insider Claim
Alleyne, Paul	5361 Fairdale Lane		Houston	TX	77056		Insider Claim
Almeda Urgent Care	315 Hughes Rd		Dickinson	TX	77539		Insider Claim
AMD Emergency Services PLLC	11002 Greenbay St.		Houston	TX	77024		Insider Claim
Anderson, C. Tucker	4606 Lorraine Ave		Dallas	TX	75209		Insider Claim
Andy Chen MD PA	903 N. 3rd Street		Bellaire	TX	77401		Insider Claim
Applied Enhancements PLLC	14340 Torrey Chase Blvd., Ste. 110		Houston	TX	77014		Insider Claim
Aranda, Jr., Manny	6724 Cabana Del Sol		El Paso	TX	79911		Insider Claim
Aranyanee Bowers DO PA	12228 S Shadow Cove Dr.		Houston	TX	77082		Insider Claim
Arbelaez, Gilberto	5602 Presidio Parkway	Apt. 5419	San Antonio	TX	78249		Insider Claim
Ashar Medical PLLC	2105 S Wendover Rd		Charlotte	NC	28211		Insider Claim
Atiba Bell Medical Assoc PLLC	22206 Mission Hills Lane		Katy	TX	77450		Insider Claim
Attebury, Tracy	3910 47th St. N.E.		Paris	TX	75462		Insider Claim
Axton, Tensie	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Bankmed Emergency Management PLLC	14815 Lisa Lane		Beaumont	TX	77713		Insider Claim
Baqir Holdings PLLC	2905 Amherst St		Houston	TX	77005		Insider Claim
Barrett, Kevin	1702 WINNIE ST		Galveston	TX	77550		Insider Claim
Bashar Ismail PLLC	3412 Bristol Banks Ct		Pearland	TX	77584		Insider Claim
Behnke , Martin	6720 28th Street	#102	Lubbock	TX	79407		Insider Claim
Belay, Anteneh	1820 Southmore Blvd	Unit D	Houston	TX	77004		Insider Claim
Benjamin Crabb MD PLLC	1605 George Dieter #694		El Paso	TX	79936		Insider Claim
Blocker, Gina	5608 Eagle Point St		El Paso	TX	79912		Insider Claim
Blomstrom, Deborah	5476 Tiller Court		Fort Collins	CO	80528		Insider Claim
Bolanos, Harold	2025 1/2 Presley St		Houston	TX	77093		Insider Claim
Brown, Rachel	2001 Santa Fe St		Wichita Falls	TX	76309		Insider Claim
Bueso Medical Services PLLC	2905 Oakmist Ridge Ln		Pearland	TX	77584		Insider Claim
Bui, Dien	6109 Bui Dr.		Pearland	TX	77581		Insider Claim
C. Guadarrama PLLC	1255 Carrizo LN		Brownsville	TX	78520		Insider Claim
Cadena Medical Associates PLLC	1904 Stonegrove Ct.		Pearland	TX	77581		Insider Claim
California DO MD PA	7606 Hampden Ct.		Sugar Land	TX	77479		Insider Claim
Candanosa MD PA	2307 Victoria Avenue		Edinburg	TX	78539		Insider Claim
Carolyn S. Galloway MD PA	2615 Kelliwood Lakes Drive		Katy	TX	77450		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Carpenter, Charles	PO Box 192662		Dallas	TX	75219		Insider Claim
Carrillo, Melissa	3112 Cascade Point		El Paso	TX	79938		Insider Claim
Change, Michael	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Charles P. Singstad MD PA	59 Granburg Circle		San Antonio	TX	78218		Insider Claim
Chavez, Arturo	16611 Sentinel Dr.		Houston	TX	77053		Insider Claim
Cheng, Thanh	4219 Killian Court		Missouri City	TX	77456		Insider Claim
Chilton, R. Lee	1910 Palo Duro Rd		Austin	TX	78757		Insider Claim
Clint Carter MD PA	4048 Charleston Park		Tyler	TX	75701		Insider Claim
Cochran, Jr., MD, Robert Glenn	5200 State Hwy 36 South		Caldwell	TX	77836		Insider Claim
Cooper, Darrella	6065 Natchez Trace		Beaumont	TX	77706		Insider Claim
Cooper, Jimmy	18731 Corsini Dr		San Antonio	TX	78258		Insider Claim
Corsi, Katherine	111 Medway Street	Unit 16	Providence	RI	02906		Insider Claim
Cotton, Lauren	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Cristina Stokes PLLC	1510 S. Bonham St.		Amarillo	TX	79102		Insider Claim
Curtis Hudson MD PLLC	2701 MacKenzie Trail		Amarillo	TX	79124		Insider Claim
Curtis, Thomas E.	5879 State Hwy 64 West		Henderson	TX	75652		Insider Claim
CWP MD, PA	5918 Lewis St.		Dallas	TX	75206		Insider Claim
Darnell D. Pettway MD PA	2806 Spring Falls Court		Manvel	TX	77578		Insider Claim
Darrin Ashbrooks MD PA	100 Oak Meadow LN		Texarkana	TX	75503		Insider Claim
Darul Sehat PA	13604 Evening Wind Dr.		Pearland	TX	77584		Insider Claim
David W. Farhat MD PLLC	47184 Timberwood Drive		Plymouth	MI	48170		Insider Claim
Davida E. Manor MD PA	2302 Milford Pl		Houston	TX	77014		Insider Claim
Dellis Medical Services PLLC	2226 Ocotillo Street		League City	TX	77573		Insider Claim
DeMelis, Michael W.	10 Fairway Drive		Cumberland	RI	02864		Insider Claim
Diaz , Rebecca	3112 Callaway Dr		Midland	TX	79707		Insider Claim
Direct Physician Services PLLC	1141 Rymers Switch Ln		Friendswood	TX	77546		Insider Claim
DNU-Simmons Medical Services PLLC	385 Private Road 7124		Edgewood	TX	75117		Insider Claim
Donald Hubbard MD PA	3501 Soncy Rd. STE. 128		Amarillo	TX	79119		Insider Claim
Downie Medical Services PLLC	PO Box 7728		Beaumont	TX	77726		Insider Claim
Downie, Steven	705 Randolph Cir		Beaumont	TX	77706		Insider Claim
Eaves, Robby	701 Countrywood Circle		Sour Lake	TX	77659		Insider Claim
ED/Med Tox Consults PLLC	7550 Hillside Road		Amarillo	TX	79119		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
EDMG, LLC	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Ehni, Nathaniel	507 McKinney Ave		Odessa	TX	79763		Insider Claim
Elanie Ucbamichael MD PLLC	3195 Dowlen Rd. Ste. 101		Beaumont	TX	77706		Insider Claim
Elihann PLLC	1906 Mystic Arbor Lane		Houston	TX	77077		Insider Claim
Elizarraraz, Jr., MD, Sal	2001 Fullerton Avenue		McAllen	TX	78504		Insider Claim
E-Med Services Incorporated	3645 Full Moon Drive		Fort Collins	CO	80528		Insider Claim
Emergence Medicine PA	1902 Pease St.	Ste. A	Harlingen	TX	78550		Insider Claim
Esposito, Sal	5001 Bushland Rd		Amarillo	TX	79119		Insider Claim
Etemadi, Alireza	2258 Front Range Ct		Erie	CO	80516		Insider Claim
Evans, Peter Shelby	11431 Lakeside Place Dr		Houston	TX	77077		Insider Claim
Farzad Soleimani PLLC	5417 Schumacher Lane		Houston	TX	77056		Insider Claim
Fisher Medical Group, The	1119 Woodbank Dr.		Seabrook	TX	77586		Insider Claim
Flagiello, Victor	2601 Westheimer Rd.	Apt. C707	Houston	TX	77098		Insider Claim
Frank J. Fasullo Jr. MD PA	17047 El Camino Real	#105	Houston	TX	77058		Insider Claim
Frank Loyd DO PA	21877 Bluewater Rd		Chandler	TX	75758		Insider Claim
Fred Kersh DO PA	PO Box 130757		Tyler	TX	75713		Insider Claim
Frenzel, Susan C.	116 Pamellia Dr		Bellaire	TX	77401		Insider Claim
Fuhrmann, Maureen	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Garza, Diego	3713 Ida St		Edinburg	TX	78539		Insider Claim
Garza, Thomas	195 Chachalaca		San Benito	TX	78586		Insider Claim
Geographic Emergency Medicine	1327 E Washington Ave. Ste 315		Harlingen	TX	78550		Insider Claim
George, Manju	2410 Harbor Pass Dr		Pearland	TX	77584		Insider Claim
Gerard Tiffault MD PA	7780 Village Dr		Beaumont	TX	77713		Insider Claim
Gillman Emergency Services PLLC	17515 Big Basin Lane		Humble	TX	77346		Insider Claim
Gillman, Cyril	17515 Big Basin Lane		Humble	TX	77346		Insider Claim
Gokhale, Ashok	3121 Misty Shore Drive		League City	TX	77573		Insider Claim
Gomez, Jaime	12503 Zavalla St		Houston	TX	77085		Insider Claim
Gonzales, Robert	129 Quail Creek Drive		San Marcos	TX	78666		Insider Claim
Gonzalez, Alberto	207 S. Bauer Point Circle		Spring	TX	77389		Insider Claim
Gregory M. Shipkey MD PA	3212 Callaway		Midland	TX	79707		Insider Claim
Grod MD PA	4032 Hickory Ave		Mcallen	TX	78501		Insider Claim
Gruenert, Thomas	10800 Richmond Avenue		Houston	TX	77042		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Guijarro, Gabriel	109 Rancho Mirage Ct		Lufkin	TX	75901		Insider Claim
Gukhool, Jason	2870 East Bayshore Dr		San Leon	TX	77539		Insider Claim
Haacke , David	2001 Bob White Trail		Amarillo	TX	79124		Insider Claim
Hall, Brian	743 Westberry Ln		Georgetown	TX	78633		Insider Claim
Haman, David	PO Box 3072		Brownsville	TX	78523		Insider Claim
Happy Dog Enterprises	2601 Westheimer Road	Apt C702	Houston	TX	77098		Insider Claim
Harper, Don	810 N. Louise St.		Atlanta	TX	75551		Insider Claim
Harper, Hillary	2122 Grizzly Trail		Harker Heights	TX	76548		Insider Claim
Haynes Emergency Medicine	604 Hidden Pine Lane		Friendswood	TX	77546		Insider Claim
Hazel Cebrun-Archie MD PLLC	PO Box 130448		Houston	TX	77219		Insider Claim
Henderson, Quang	2414 Inwood Dr		Houston	TX	77019		Insider Claim
Hernandez, Edgar	2601 Santa Monica		Mission	TX	78572		Insider Claim
Herold, Thomas	1917 Chasewood Dr		Austin	TX	78727		Insider Claim
Herrera, David	4624 Pin Oak Lane		Bellaire	TX	77401		Insider Claim
Himsel, Andrew	2800 Gabriel View Dr		Georgetown	TX	78628		Insider Claim
Hope Doctors Services PLLC	1201 S. Allen Genoa Rd.		South Houston	TX	77587		Insider Claim
Hott, Kimberly	PO Box 130822		Spring	TX	77393		Insider Claim
Huerta, Christopher	16 Purple Sage Ranch Circle		Odessa	TX	79765		Insider Claim
Hulsart, Colin	656 County Road 6471		Dayton	TX	77535		Insider Claim
Isaac D Freeborn PLLC	5216 Cypress Ranch Blvd		Spicewood	TX	78669		Insider Claim
Isaac D. Freeborn PLLC	6703 Winton St		Houston	TX	77021		Insider Claim
Isabel Reyna MD Professional Assoc.	2210 Northgate Dr.		Weslaco	TX	78596		Insider Claim
Jackman, William	2009 Breaker Lane		Flower Mound	TX	75022		Insider Claim
Jacqueline Rice MD PA	13315 Quiet Lake Lane		Pearland	TX	77584		Insider Claim
James Frame PA	4356 Waterstone Estates Drive		McKinney	TX	75071		Insider Claim
James E. Morris MD PA	1408 Knight Avenue		Wolfforth	TX	79382		Insider Claim
James M. Piccione MD PLLC	5930 Juniper Bluff Ct		Kingwood	TX	77345		Insider Claim
Janke, Clifford O.	3649 Maya Lizabeth Place		El Paso	TX	79938		Insider Claim
Jardine, John	142 Lincoln Street		Franklin	MA	02038		Insider Claim
Jared Schreiner MD PA	1509 Winterbrook Ct.		Allen	TX	75002		Insider Claim
Jason Seungdamrong MD PA	2203 Sutton Place		Richardson	TX	75080		Insider Claim
Jeffery Pinnow MD PA	1207 Silerton Dr.		Midland	TX	79705		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Jeffery Reboul Emerg. Med. PLLC	5870 Clinton St		Beaumont	TX	77706		Insider Claim
Jeffrey S. Cain MD PA	2804 Atwood Drive		Mc Kinney	TX	75070		Insider Claim
JMZ M PLLC	50 Stardust Place		The Woodlands	TX	77381		Insider Claim
Jon Rosenthal MD PA	7208 Greenshores Drive		Austin	TX	78730		Insider Claim
Jones, J.B.	PO Box 1245		Caldwell	TX	77836		Insider Claim
Jones, Jr., Roger Starner	1914 West Gray St.	Unit 105	Houston	TX	77019		Insider Claim
Jorge Barajas MD PA	312 W Zinnia Avenue		McAllen	TX	78504		Insider Claim
Jorge Javier Escobar Jr. MD PA	204 Rancho Del Rey		Mission	TX	78572		Insider Claim
Kadisha Rapp MD PA	1400 McKinney St. Unit 1707		Houston	TX	77010		Insider Claim
Kagel, Andrew	2106 Red Rock Dr		Belton	TX	76513		Insider Claim
Kane, Walter	11 Hammock Dunes Place		Spring	TX	77389		Insider Claim
Kayasseh, Hakam	3531 148th St.		Lubbock	TX	79423		Insider Claim
Kevin Chiu MD PLLC	1431 Shearn St		Houston	TX	77007		Insider Claim
King Reedy Enterprise, PLLC	3106 Birch Landing Court		Pearland	TX	77584		Insider Claim
Knight, Derek	3478 Catclaw Drive #161		Abilene	TX	79606		Insider Claim
Koussayer, Tarek	708 Southfield Drive		Friendswood	TX	77546		Insider Claim
Lance M. Hill PLLC	PO Box 2495		McAllen	TX	78502		Insider Claim
Langley, Olga	3205 S. 6th Lane		McAllen	TX	78503		Insider Claim
Laura D. Rau MD LLC	41 N Anguilla Rd		North Stonington	CT	06359		Insider Claim
Lawrence , K. Scott	1640 Holcomb Cir.		Tyler	TX	75703		Insider Claim
Lawrence, Andrew A.	2787 Diane Ave. SE		Palm Bay	FL	32909		Insider Claim
Lawrence, Scott	1640 Holcomb Cir		Tyler	TX	75703		Insider Claim
LBN Medical Care PLLC	12803 Brook Arbor Ct		Pearland	TX	77584		Insider Claim
Liaw, Henry L.	7522 Mulrain Dr		Sugar Land	TX	77479		Insider Claim
Lin Monte, Melissa	162 Nautilus Way		Stonington	CT	06378		Insider Claim
Linklater, Derek	2205 Ravenhill Circle		Belton	TX	76513		Insider Claim
Locke, James	2457 Baycrest Dr.		Houston	TX	77058		Insider Claim
Long Le MD and Associates PA	3130 Grants Lake Blvd.	#19608	Sugarland	TX	77496-9608		Insider Claim
Luong, Ben	4909 Appleseed Ct		San Antonio	TX	78238		Insider Claim
M&M Emergency Care Solutions PLLC	12126 Kimberley Lane		Houston	TX	77024		Insider Claim
MacLaughlin, Anitra	7805 Christina Avenue		Amarillo	TX	79121		Insider Claim
Manor, Davida	1136 Calle Del Sur		El Paso	TX	79912		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Manuel Acosta PLLC	3131 Memorial Ct #8104		Houston	TX	77007		Insider Claim
Maria Aguinaga MD PA	701 Jay Ave		Mcallen	TX	78504		Insider Claim
Mark Mauldin MD PLLC	262 Lanai Village		Diamondhead	MS	39525		Insider Claim
Martin, Thomas	7550 Hillside Road		Amarillo	TX	79119		Insider Claim
Martinez, Omar	25803 Enchanted Dawn		San Antonio	TX	78255		Insider Claim
Massimo Federico MD PA	629 Burgamy Pass		Grovetown	GA	30813		Insider Claim
Masullo, Lawrence	627 Paseo Robles		Lampasas	TX	76550		Insider Claim
Maurice A. Holmes MD PA	3715 Willow Springs Dr		Manvel		77578		Insider Claim
Maximus Mittal Ventures PLP	13630 Kluge Corner Lane		Cypress	TX	77429		Insider Claim
McAteer, Kristina E	2 Crystal Court		East Greenwich	RI	02818		Insider Claim
McCollum, A.	2919 Greentree Circle		Fort Collins	CO	80521		Insider Claim
McVeigh, Bruce	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Medem 007 PLLC	521 Holly Trail E		Holly Lake Ranch	TX	75765		Insider Claim
Mediplex Health Clinics PA	4101 Burns South Drive		McAllen	TX	78503		Insider Claim
Michael Chang PLLC	2138 McClendon St.		Houston	TX	77030-2110		Insider Claim
Michael Chang PLLC	4815 Mayfair St.		Bellaire	TX	77401		Insider Claim
Michael T. Mohun Jr. MD PA	1000 North 8th St		McAllen	TX	78501		Insider Claim
Mike Heidlebaugh MD PLLC	2741 FAUDREE RD APT 11305		Odessa	TX	79765		Insider Claim
Miller, Earl	3611 Willow Springs Dr.		Manvel	TX	77578		Insider Claim
Miller, Joel	1310 Prosperity Hills Dr		Georgetown	TX	78628		Insider Claim
MKP Services LLC	11177 County Road 420		Tyler	TX	75704		Insider Claim
MoMed Health Services PLLC	3960 Sunset Terrace Drive		League City	TX	77573		Insider Claim
Montoya Services PLLC	1000 Camelot Drive	Apt. 6091	Harlingen	TX	78550		Insider Claim
Moreno, Simon	2618 Royal Sage Dr		Houston	TX	77088		Insider Claim
Morgan, Gregg	225 Fox Glove Lane		Longview	TX	75605		Insider Claim
Morris, James E.	1408 Knight Ave		Wolfforth	TX	79382		Insider Claim
Mueller, Margaret M.	33 Pojac Point Rd.		North Kingstown	RI	02852		Insider Claim
Mullick, Subho	2728 McKinnon St.	Apt. 1921	Dallas	TX	75201		Insider Claim
NA Emergency Med CONs PLLC	14404 W Peninsula Rd		Whitehouse	TX	75791		Insider Claim
Nadeem A. Malhi MD PA	4902 Elmwood Court		Baytown	TX	77521		Insider Claim
Neill R. Slater MD PA	2021 Fringewood Dr		Midland	TX	79707		Insider Claim
Neumann, Stephen R.	7607 Continental Pkwy		Amarillo	TX	79119		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Nguyenem PLLC	12012 Linden Walk Lane		Pearland	TX	77584		Insider Claim
Obidike R. Akahara MD PA	7638 Westmoreland Dr		Sugar Land	TX	77479		Insider Claim
Osman & Associates	3390 Heights Ave		Beaumont	TX	77706		Insider Claim
PACE Emergency Services LLC	3416 Heines Drive		Tyler	TX	75701		Insider Claim
Packson Homes Inc.	3211 Saint Charles Ct		Missouri City	TX	77459		Insider Claim
Parker, Kyle	2325 Pheasant Lane		College Station	TX	77845		Insider Claim
Patel Emergency Services PLLC	12320 Bend Creek Lane		Pearland	TX	77584		Insider Claim
Patel, Dharmesh	11002 Greenbay St.		Houston	TX	77024		Insider Claim
Patel, Hitesh	11813 Sea Shadow Bend		Pearland	TX	77584		Insider Claim
Patel, Setul	12320 Bend Creek Ln.		Pearland	TX	77584		Insider Claim
Paul, Dillon W.	4507 Green Meadow Drive		Mc Kinney	TX	75070		Insider Claim
Phuc Vo DO PLLC	3537 High Vista Dr		Carrollton	TX	75007		Insider Claim
Pirali, Sharaz	1803 Willow Lakes Drive		Sugar Land	TX	77479		Insider Claim
Pranav B. Shukla MD PLLC	1206 Doughty Place		Sugar Land	TX	77479		Insider Claim
Premier Emergency Services PLLC	5361 Fairdale Ln		Houston	TX	77056		Insider Claim
Premierconciierge Medical Service PC	5422 Maple St.		Bellaire	TX	77401		Insider Claim
Prexot Services LLC	905 Delta Dr		Pharr	TX	78577		Insider Claim
Prime Emergency Care Services PLLC	11813 Sea Shadow Bend		Pearland	TX	77584		Insider Claim
Purvika Patel	10800 Richmond Avenue		Houston	TX	77042		Insider Claim
Quartemont, Stuart	4801 Apple Valley Ct		College Station	TX	77845		Insider Claim
Radheshyam Miryala MD PA	3017 S Island Drive		Seabrook	TX	77586		Insider Claim
Raizada, Saggi	13223 Southpoint Ln		Houston	TX	77034		Insider Claim
Ramanathan Subramaniam MD	4006 Weatherfield Court		Sugar Land	TX	77479		Insider Claim
Randhirji Odedra MD PA	9600 Gold Hills Drive		Plano	TX	75025		Insider Claim
REMEDYC PLLC	1124 Nicholson St		Houston	TX	77008		Insider Claim
Reyes, Michael	11614 Tilia		Houston	TX	77029		Insider Claim
Richards Emergency Services PA	18395 Anasazi Bluff Drive		College Station	TX	77845		Insider Claim
Richards Services PA	7750 Windchase Drive		Beaumont	TX	77713		Insider Claim
Richards Services PA	7750 Windchase Dr		BEAUMONT	TX	77713		Insider Claim
Ries, Matthew	7208 78th St		Lubbock	TX	79424		Insider Claim
Roberson, Eric	315 Hughes Rd		Dickinson	TX	77539		Insider Claim
Roberto Lopez-Freeman MD PA	216 Lakeland Dr		Highland Village	TX	75077		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Roberts , Paul	3351 Cascades Ct. #328		Tyler	TX	75709		Insider Claim
Robledo, Carlos	5410 Bentwood Dr		San Angelo	TX	76904		Insider Claim
Rogers, Jason	2601 Westheimer Road	Apt C702	Houston	TX	77098		Insider Claim
Rolando Diaz MD PA	3112 Callaway Dr.		Midland	TX	79707		Insider Claim
Roloff, Christopher	27 Sherwood Lane		Barrington	RI	02806		Insider Claim
Rophe Gonzalez PLLC	2942 Gessner Rd		Houston	TX	77080		Insider Claim
Rosines Medical PA	4811 Beech St.		Bellaire	TX	77401		Insider Claim
Rosines, Noam	4811 Beech Street		Bellaire	TX	77401		Insider Claim
Ross Jr., MD, James E.	14439 NW Military	Suite 108-608	San Antonio	TX	78231		Insider Claim
Rounin PLLC	30 Waters Edge Way		San Antonio	TX	78248		Insider Claim
Roy R. Marrero Jr. MD PA	3907 Gertin St		Houston	TX	77004		Insider Claim
Samara Moore MD PA	1531 George Dieter	#310	El Paso	TX	79936		Insider Claim
Satish Patel MD PA	5115 97th St.		Lubbock	TX	79424		Insider Claim
Sexton, Rick	5209 Tortuga Trail		Austin	TX	78731		Insider Claim
Sharpe Enterprises PLLC	217 Southern Cross Rd		Abilene	TX	79606		Insider Claim
Shawna Lambert-Pitt MD PA	1256 Moore Road		Beaumont	TX	77713		Insider Claim
Sheikh, Wasim	23402 Trophy Lane		Katy	TX	77494		Insider Claim
Sheth, Hasmukh	79-15 Langdale St.		New Hyde Park	NY	11040		Insider Claim
Shokr, Aiman	109 Banks Drive		Amarillo	TX	79124		Insider Claim
Shukla, Pranav	1206 Doughty Place		Sugar Land	TX	77479		Insider Claim
Simmons Medical Services PLLC	385 Private Road, #7124		Edgewood	TX	75117		Insider Claim
Smiley, LaSandra	6918 Sugarland Dr		Texarkana	AR	71854		Insider Claim
Sophia G. O'Donnell LLC	17 Marion Street		East Greenwich	RI	02818		Insider Claim
Sorensen, Brian	110 Cherokee Hill Lane		Abilene	TX	79606		Insider Claim
Spangler, Stephanie	7305 Ashland Dr		Amarillo	TX	79119		Insider Claim
Spigener, Shannon	1611 Germantown Rd		Minden	LA	71055		Insider Claim
Spitz, Edward	312 Mediterra Pt.		Austin	TX	78732		Insider Claim
St. Vitus PLLC	2741 Faudree Rd	Apt #8202	Odessa	TX	79765		Insider Claim
Steven W. King MD PA	14955 Michelle Lane		Beaumont	TX	77713		Insider Claim
Stewart, DeShawn	4118 Candlewood Circle		Wichita Falls	TX	76308		Insider Claim
Strayer, Michael	3902 Caroline Lane		San Angelo	TX	76904		Insider Claim
Suchmor Thomas PA	5126 Candlewood Drive		League City	TX	77573		Insider Claim

Neighbors - Schedule of Insider Claims

Insider's name	Address 1	Address 2	City	State	Zip	Country	Potential Causes of Action
Sudip Bose MD PA	474 N Lake Dr. Ste.3505		Chicago	IL	60611		Insider Claim
Susan Collemer MD LLC	1240 South Road		East Greenwich	RI	02818		Insider Claim
Syed M. Rahman MD PLLC	2806 Summertree Lane		Colleyville	TX	76034		Insider Claim
Tahiliani Emergency Services PLLC	4200 Scotland Street	#725	Houston	TX	770047		Insider Claim
Taylor Medical Services PLLC	4920 Tattenham		Midland	TX	79707		Insider Claim
Terrence C. Wadley MD PA	4326 Buffalo Berry Lane		Manvel	TX	77578		Insider Claim
Thomas E. Smith MD PA	6104 Glenwood Drive		Amarillo	TX	79119		Insider Claim
Thomas Emergency Services PLLC	4411 Breakwood Drive		Houston	TX	77096		Insider Claim
Thomas M. Mercado MD PLLC	3502 Kensington Place		Amarillo	TX	79121		Insider Claim
Thomas, Mathew	4411 Breakwood Drive		Houston	TX	77096		Insider Claim
Tran, Hien Lan	516 S Post Oak Ln. Apt. 5		Houston	TX	77056		Insider Claim
Trujillo, Juan	4808 Lakefront Terrace Court		Pearland	TX	77584		Insider Claim
Tyree Medical PLLC	3304 Laurel Circle		Austin	TX	78731		Insider Claim
Victoria Fernando MD PA	PO Box 6622		Lubbock	TX	79493		Insider Claim
Vo, Thomas	4531 Oleander		Bellaire	TX	77401-4034		Insider Claim
Wager, Brook R.	2062 Yearling Drive		Fort Collins	CO	80525		Insider Claim
Wall, Vik	18 Sapphire St		Odessa	TX	79762		Insider Claim
Wall, Vivekananda	18 Sapphire St		Odessa	TX	79762		Insider Claim
Warren, Jairus	3522 Dawson		Houston	TX	77051		Insider Claim
Weber, Michael	2633 Old Bullard Road		Tyler	TX	75701		Insider Claim
Wiest, Richard	1919 N Loop West Suite 505		Houston	TX	77008		Insider Claim
Wiley, Ray	1115 Hwy 146 #510		Texas City	TX	77590		Insider Claim
Williams, James M.	6923 Indiana Avenue		Lubbock	TX	79413		Insider Claim
Wright , Robert	3545 Kanati Cove		College Station	TX	77845		Insider Claim
Yost, Jason	5407 Rolling Hills		Texarkana	TX	75503		Insider Claim
Yuan, Jing	2051 W Cumberland Rd	Apt 515	Tyler	TX	75703		Insider Claim
Zajac, Paul	2210 Eastside Dr.		Austin	TX	78704		Insider Claim
Zeballos, Alvaro	31 Twin Lake Lane		Henrico	VA	23229		Insider Claim
Zeballos, Claudio F.	710 Patterson		San Antonio	TX	78209		Insider Claim