

**EXHIBIT A**

Proposed Confirmation Order

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS**

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| <p>In re:</p> <p>ABC DENTISTRY, P.A., <i>et al.</i><sup>2</sup></p> <p style="text-align: right;">Debtors.</p> | <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> | <p>Chapter 11</p> <p>Case No. 16-34221 (MJI)</p> <p>Jointly Administered</p> |
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**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING  
SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ABC  
DENTISTRY, P.A., ABC DENTISTRY WEST OREM, P.L.L.C., ABC DENTISTRY OLD  
SPANISH TRAIL, P.L.L.C., ABC DENTISTRY HILLCROFT, P.L.L.C., ABC  
DENTISTRY PASADENA, P.A., AND IRAJ S. JABBARY, DDS PURSUANT TO  
CHAPTER 11 OF THE BANKRUPTCY CODE**

ABC Dentistry, P.A. and its debtor affiliates, as debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) and certain of their non-debtor affiliates, having proposed and filed:

- (a) the *Second Amended Disclosure Statement Under 11 U.S.C. 1125 and Bankruptcy Rule 3016 in Support of Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A., ABC Dentistry West Orem, P.L.L.C., ABC Dentistry Old Spanish Trail, P.L.L.C., ABC Dentistry Hillcroft, P.L.L.C., ABC Dentistry Pasadena, P.A., and Iraj S. Jabbary, DDS* dated October 6, 2017 [Dkt No. 311] (together with all addenda, exhibits, schedules or other attachments thereto, including the Plan Supplement (as defined below) and all other exhibits and schedules thereto, as has been or may be amended, supplement or modified from time to time in accordance with its terms, the “**Disclosure Statement**”), a copy of which is annexed hereto as Exhibit A;
- (b) the *Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A., ABC Dentistry West Orem, P.L.L.C., ABC Dentistry Old Spanish Trail, P.L.L.C., ABC Dentistry Hillcroft, P.L.L.C., ABC Dentistry Pasadena, P.A., and Iraj S. Jabbary, DDS, as Modified on December 11, 2017* dated December 11, 2017 [Dkt No. 349] (together with all addenda, exhibits, schedules or other attachments thereto, including the Plan Supplement (as defined below) and all other exhibits and schedules thereto, as has been or may be amended, supplement

<sup>2</sup> The Debtors in these chapter 11 cases are: ABC Dentistry, P.A.; ABC Dentistry West Orem, P.L.L.C.; and ABC Dentistry Old Spanish Trail. The Debtors’ mailing address is 1500 Southmore Ave., Pasadena, Texas 77502.

or modified from time to time in accordance with its terms, the “**Plan**”),<sup>3</sup> a copy of which is annexed hereto as Exhibit A;

- (c) the *Plan Supplement to Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A., ABC Dentistry West Orem, P.L.L.C., ABC Dentistry Old Spanish Trail, P.L.L.C., ABC Dentistry Hillcroft, P.L.L.C., ABC Dentistry Pasadena, P.A., and Iraj S. Jabbarly, DDS Pursuant to Chapter 11 of the Bankruptcy Code* dated November 22, 2017 [Dkt. No. 347], which included, (i) the Form of Rohi Settlement and State Release Agreement; (ii) the Form of Promissory Note; (iii) the Form of Security Agreement; (iv) the Schedule of Rejected Contracts; (v) the Schedule of Cure Amounts for Assumed Contracts; (vi) the Schedule of Retained Causes of Action; and (vii) the Schedule of Debtors’ Post-Effective Date Officers and Directors (the “**Plan Supplement**”); and

The Court, on November 07, 2017, having entered the *Order (A) Approving the Disclosure Statement; (B) Fixing Voting Record Date; (C) Approving the Solicitation Procedures for Distribution Thereof; (D) Approving the Form of Ballots and Establishing Procedures for Voting on Plan; (E) Scheduling Hearing and Establishing Notice and Procedures for Filing Objections to Confirmation of the Plan, and (F) Granting Related Relief* [Dkt. No. 339] (the “**Disclosure Statement Order**”), which, among other things, approved the solicitation of the Disclosure Statement and approved certain procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”); and

The Plan, Disclosure Statement, and appropriate Ballots, in the forms approved by the Disclosure Statement Order, having been duly transmitted to holders of Claims entitled to vote on the Plan, namely, holders of Claims in Classes 3, 4, 6, and 7; and

The Court having considered the affidavits of service filed of record in these Chapter 11 Cases, including the Certificate of Service [Dkt. No. 342] of the Solicitation Materials of BMC Group, Inc. (“**BMC**”), the Debtors’ noticing agent; and

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<sup>3</sup> Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Plan. The rules of construction contained in Article 1.2 and 1.3 of the Plan shall apply to this Confirmation Order.

The Court having conducted the Confirmation Hearing starting on December 13, 2017; and

The Court having considered each of: (i) the Confirmation Declarations;<sup>4</sup> (ii) the *Declaration of Brad Daniel of BMC Group, Inc. Regarding the Solicitation of Votes for the Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A. and its Debtor Affiliates* [Dkt No.353] (the “**Solicitation Declaration**”); and (iii) the *Declaration of Omar J. Alaniz in Support of Confirmation of the Second Amended Joint Chapter 11 Plan of ABC Dentistry, P.A. and its Debtor Affiliates* [Dkt. No. 352] (the “**Voting Tabulation**”), as each of (i), (ii), and (iii) have been admitted into evidence at the Confirmation Hearing; (iv) the objections, to the extent not withdrawn or resolved, to confirmation of the Plan; (v) the arguments of counsel, testimony, and evidence presented at the Confirmation Hearing; and (vi) the record of these Chapter 11 Cases; and the Court being familiar with the Plan, the Disclosure Statement, and other relevant factors affecting the Chapter 11 Cases; and the Court having taken judicial notice of the entire docket of the Chapter 11 Cases maintained by the Clerk and/or its duly appointed agent, and all pleadings and other documents filed, all orders entered, and evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases; and

The Court having found that due and proper notice has been given with respect to the Plan, the Plan Supplement, the Confirmation Hearing, and the deadlines and procedures for filing objections to confirmation of the Plan in accordance with the Disclosure Statement Order,

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<sup>4</sup> The Confirmation Declarations include: (a) the Declaration of *Iraj S. Jabbarly in support of confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A., and its Debtor Affiliates* [Dkt. No. •], (b) the *Declaration of John D. Baumgartner, Managing Director of Stout Risius Ross, LLC, in support of Confirmation of the Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A., and its Debtor Affiliates* [Dkt. No. 351] and (c) all other declarations and proffers of sworn testimony admitted into evidence at the Confirmation Hearing.

title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “**Bankruptcy Code**”), the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”), and all other applicable laws, rules, and regulations, in each case as established by the affidavits of service, mailing, and/or publication filed with this Court prior to the Confirmation Hearing (collectively, the “**Notice Affidavits**”); and

Upon the record of the Confirmation Hearing, and after due deliberation thereon and good and sufficient cause appearing therefor,

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

**IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:**

A. **Findings and Conclusions.** The findings and conclusions set forth herein and on the record at the Confirmation Hearing constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction, Venue, and Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)).** The Court has jurisdiction over this matter and the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Plan and matters provided in, implemented under or in connection with the Plan are core proceedings pursuant to 28 U.S.C. § 157(b). This Court has jurisdiction to enter a final order with respect thereto, and this Court’s exercise of such jurisdiction is constitutional in all respects. The Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. Venue is proper in this District pursuant to 28 U.S.C. § 1408. The Debtors are proper debtors

under section 109 of the Bankruptcy Code, and the Plan Proponents are proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

C. **Chapter 11 Petitions.** On August 26, 2016 (the “**Petition Date**”), each Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in this Court (the “**Chapter 11 Cases**”). In accordance with the *Order Granting Motion for Joint Administration* [Dkt. No. 23], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. No statutory committee of unsecured creditors has been appointed pursuant to section 1102 of the Bankruptcy Code.

D. **Judicial Notice.** The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk, including<sup>5</sup> all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

E. **Objections Overruled.** All parties-in-interest have had a full and fair opportunity to litigate all issues raised by objections to confirmation of the Plan. Except as otherwise provided in this Confirmation Order, all unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Solicitation Procedures, or the approval and confirmation of the Plan and the Plan Supplement, are hereby OVERRULED on the merits.

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<sup>5</sup> For avoidance of doubt, as used in this Confirmation Order, the word “including” means “including, without limitation.”

F. **Voting Classes.** The Classes of Claims entitled to vote to accept or reject the Plan (the “**Voting Classes**”) were as follows:

| Class | Designation              |
|-------|--------------------------|
| 3     | First Bank Secured Claim |
| 4     | General Unsecured Claims |
| 6     | Rohi Personal Claims     |
| 7     | Rohi Qui Tam Claims      |

G. **Plan Solicitation.** Commencing on November 13, 2017, the Debtors, through BMC, caused the Plan (and thereafter the Plan Supplement), the Disclosure Statement and Disclosure Statement Order, the applicable Ballots, and the applicable notices (collectively, the “**Solicitation Packages**”) to be transmitted and served in compliance with sections 1125 and 1126 of the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rules 3017 and 3018), the Local Rules, the Disclosure Statement Order, all other applicable provisions of the Bankruptcy Code, and all other applicable rules, laws and regulations applicable to such solicitation. *See* Certificate of Service of Solicitation Materials [Dkt. No. 342]. The Solicitation Packages were transmitted to holders of Claims in the Voting Classes entitled to vote on the Plan in compliance with the Disclosure Statement Order.

H. **Solicitation.** The Debtors were not required to solicit votes from the holders of Claims in Class 1 (Other Priority Claims), Class 2 (Secured Tax Claims), Class 5 (Convenience Claims), Class 8 (State of Texas OIG Claims), or Class 9 (Interests) (collectively, the “**Unimpaired Classes**” or the “**Non-Voting Classes**”). The transmittal and service of the Solicitation Packages (the “**Plan Solicitation**”) was timely, adequate and sufficient under the circumstances and no other or further notice was or shall be required. The solicitation of votes

on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and any other applicable rules, laws, and regulations.

I. **Tabulation Results.** On December 12, 2017, the Debtors, through Counsel, filed the Voting Tabulation, certifying that only Rohi and the State of Texas submitted ballots, and those ballots indicated acceptances. Accordingly, Classes 6 and 7 voted to accept the Plan. Pursuant to Section 3.11 of the Plan, voting Classes in which no holder of a Claim timely submitted a Ballot indicating acceptance or rejection of the Plan are deemed to have accepted the Plan. Accordingly, Classes 3 and 4 are deemed to accept the Plan. As evidenced by the Solicitation Declaration and the Voting Tabulation, the votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order and applicable non-bankruptcy law.

J. **Compliance with Bankruptcy Rule 3016.** The Plan is dated and identifies the Entities submitting and filing it, thereby complying with Bankruptcy Rule 3016(a). The discharge, release, injunction and exculpation provisions of the Plan are set forth in bold or capitalized typeface, thereby complying with Bankruptcy Rule 3016(c).

K. **Assumption and Notices.** In accordance with the Disclosure Statement Order, the Debtors filed with the Bankruptcy Court and served on the applicable counterparties the (i) *Schedule of Cure Amounts for Assumed Contracts* [Docket No. 347, Exhibit 5] on November 22, 2017, (the "**Assumption and Cure Notice**"). The transmittal and service of the Assumption



and Cure Notice was timely, adequate, and sufficient under the circumstances and no other or further notice was or shall be required.

L. **Plan Supplement.** The Plan Supplement, and all materials related thereto, comply with the terms of the Plan, and their filing and the notice provided by such filing complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and all other applicable rules, laws, and regulations, and no other or further notice of the materials in the Plan Supplement is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Debtors reserve the right to alter, amend, update, and modify the Plan Supplement prior to the Effective Date in accordance with terms of this Order.

M. **Notice.** As evidenced by the Notice Affidavits, due, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Confirmation Hearing, the Voting Deadline, and all deadlines for objecting to the Plan, has been provided in accordance with the Disclosure Statement Order, and adequate and sufficient notice has been provided pursuant to section 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b) and 3020, and other applicable law and rules, and no other or further notice is or shall be required.

**STANDARDS FOR CONFIRMATION  
UNDER SECTION 1129 OF THE BANKRUPTCY CODE**

N. **Burden of Proof.** The Debtors, as proponents of the Plan, have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Plan.

O. **Plan's Compliance with Bankruptcy Code (11 U.S.C. §1129(a)(1)).** The Plan complies with each applicable provision of the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article 3 of the Plan provides for the separate

classification of Claims and Interests (other than Administrative Claims, Professional Claims, Priority Tax Claims and U.S. Trustee fees, which are addressed in Article 2 of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code) into Classes, based on differences in the legal nature or priority of such Claims and Interests. In particular, the Plan complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code as follows:

1. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). Article 3 of the Plan provides for the separate classification of Claims and Interests into nine Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, holders of Claims and Interests, respectively. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.
2. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Articles 3.1-2, 3.5, 3.8, and 3.9 of the Plan specify that Claims in in Class 1 (Other Priority Claims), Class 2 (Secured Tax Claims), Class 5 (Convenience Claims), Class 8 (State of Texas OIG Claims), and Class 9 (Interests) are Unimpaired under the Plan within the meaning of section 1123 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.
3. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Articles 3.3, 3.4, 3.6 and 3.7 of the Plan designate Claims in Class 3 (First Bank Secured Claims), Class 4 (General Unsecured Claims), Class 6 (Rohi Personal Claims), and Class 7 (Rohi Qui Tam Claims) as impaired within the meaning of section 1124 of the Bankruptcy Code and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.
4. No Discrimination (11 U.S.C. § 1123(a)(4)). In accordance with section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest within a particular Class unless the holder of such a Claim or Interest has agreed to less favorable treatment.
5. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). In accordance with section 1123(a)(5) of the Bankruptcy Code, the Plan, the Plan Supplement, the Disclosure Statement, and the exhibits and attachments to each such document, provide adequate means for the Plan's implementation, particularly by, among other things, providing for (i) payment in full of Allowed General Unsecured Claims, (ii) a method of determining Allowed Claims and distributions, (iii) the dissolution of ABC Dentistry, P.A., (iv) the continuation of compensation and benefits programs as set forth in the Plan and this

Order, (v) the implementation of certain restructuring transactions, including those set forth in the Rohi Settlement and the State Release Agreement, and (vi) the vesting of the Debtors' assets in the Reorganized Debtors.

6. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan, together with the Debtors existing organizational documents, which shall govern the Reorganized Debtors, prohibit the issuance of nonvoting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code. Further, no new or additional equity is issued under the Plan. Accordingly, the Plan satisfies section 1123(a)(6) of the Bankruptcy Code.

7. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). In accordance with section 1123(a)(7) of the Bankruptcy Code, Article 5.6 of the Plan contains provisions regarding the manner of selection of the board of directors or managers of Reorganized Debtors that are consistent with the interests of all holders of Claims and Interests and public policy. The initial directors, managers, and officers of the Reorganized Debtors were disclosed prior to the Confirmation Hearing as part of the Plan Supplement.

8. Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). In accordance with section 1123(b)(1) of the Bankruptcy Code, Article 3 of the Plan impairs or leaves Unimpaired, as the case may be, each Class of Claims and Interests.

9. Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). In accordance with section 1123(b)(2) of the Bankruptcy Code, Article 8 of the Plan provides for the assumption, assumption and assignment, or rejection of the Executory Contracts of the Debtors that have not been previously assumed, assumed and assigned or rejected pursuant to section 365 of the Bankruptcy Code.

10. Settlement and Preservation of Claims and Causes of Action (11 U.S.C. § 1123(b)(3)).

(i) Global Compromise and Settlement. Each of the compromises and settlements embodied in the Plan, the Rohi Settlement, and the State Release Agreement, including, without limitation, its releases, injunctions, exculpation and compromise provisions, are mutually dependent and non-severable parts of the global compromise that the Plan constitutes, are in the best interests of the Debtors, their estates, creditors, and other parties-in-interest, and are fair, equitable, within the range of reasonableness and are approved.

(ii) Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, under the Plan, except as expressly provided in Articles 12.8-9 the Plan or this Confirmation Order, all Causes of Action, including those Causes of Action listed as retained Causes of Action in the Plan Supplement, are preserved for the benefit of the Reorganized Debtors, in each case subject to the terms of the Plan. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan

Supplement, are appropriate, fair, equitable and reasonable, and are in the best interests of the Debtors, the Estates and holders of Claims and Interests.

11. Modification of Rights (11 U.S.C. § 1123(b)(5)). In accordance with section 1123(b)(5) of the Bankruptcy Code, Articles 3, 4, 7, 8, and 12 of the Plan modify or leave unaffected, as the case may be, the rights of certain holders of Claims and Interests in Classes 1 through 9.

12. Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). In accordance with section 1123(b)(6) of the Bankruptcy Code, the Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code.

13. Debtors Are Not Individuals (11 U.S.C. § 1123(c)). The Debtors are not individuals and section 1123(c) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

P. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors, as plan proponents, have complied with all applicable provisions of the Bankruptcy Code.

Specifically:

1. Each of the Debtors is an eligible debtor under section 109 of the Bankruptcy Code.

2. The Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, applicable non-bankruptcy law, and all other applicable laws, rules, and regulations in filing or transmitting, as applicable, the Solicitation Packages, the Rights Offering materials, the Plan Supplement and related documents and notices and in soliciting and tabulating the votes on the Plan.

3. The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court.

Q. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan, which incorporates the Rohi Settlement, has been proposed in good faith and not by any means forbidden by law. The Debtors filed the Chapter 11 Cases in need of reorganization and with the honest belief that reorganization in Chapter 11 was the best restructuring alternative available to the Debtors. The Debtors negotiated the Plan and the Rohi Settlement with interested parties in good faith and at arm's-length with the intention of accomplishing a successful reorganization,

and for no ulterior purpose. The good faith of the Debtors is evident from the facts and records of the Chapter 11 Cases, the Disclosure Statement, the Plan, the record of the Confirmation Hearing, and the other proceedings in the Chapter 11 Cases. The Plan and Rohi Settlement fairly achieve a result consistent with the objectives and purposes of the Bankruptcy Code. In so finding, the Court has considered, among other things, the totality of the circumstances in the Chapter 11 Cases. The Debtors and each of their respective officers, directors, managers, members, employees, advisors, and professionals (i) acted in good faith in negotiating, formulating, and proposing, where applicable, the Plan and the agreements, compromises, settlements, transactions, and transfers contemplated thereby, including the Rohi Settlement and State Release Agreement and (ii) will be acting in good faith in proceeding to (a) consummate the Plan, the Plan Supplement, and the agreements, compromises, settlements, transactions, transfers, and documentation contemplated by the Plan, including, but not limited to, the Rohi Settlement, the State Release Agreement, and the other Plan Supplement documents, and (b) take any actions authorized and directed or contemplated by this Confirmation Order. Thus, the Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

R. **Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4))**. The procedures set forth in the Plan and prior orders of the Court for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

S. **Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5))**. The Debtors have disclosed in the Disclosure Statement, the Plan Supplement, or at or prior to the Confirmation Hearing: (i) the identities of the directors, officers, or members of the Reorganized Debtors and

(ii) the identity and nature of any compensation of any insiders that will be employed or retained by the Reorganized Debtors. The officers of the Reorganized Debtors will be those officers that served in such capacity as of immediately prior to the Effective Date, and will serve in the same capacity and receive the same base salary that such officers received as of immediately prior to the Effective Date, and will have such other benefits and upon such other terms and conditions of employment as shall be reflected in amended and restated employment contracts (to the extent applicable) that are acceptable to such employee and the Reorganized Debtors. The proposed directors, managers and officers for the Reorganized Debtors are qualified and their appointment to, or continuance in, such offices is consistent with the interests of holders of Claims and Interests and with public policy. Accordingly, the Debtors have complied with section 1129(a)(5) of the Bankruptcy Code.

T. **No Rate Changes (11 U.S.C. § 1129(a)(6))**. Bankruptcy Code section 1129(a)(6) is not applicable to the Chapter 11 Cases. The Plan does not provide for any changes in rates that require regulatory approval of any governmental agency.

U. **Best Interest of Creditors (11 U.S.C. § 1129(a)(7))**. The liquidation analysis set forth at Exhibit C to the Disclosure Statement, the financial projections set forth at Exhibit D to the Disclosure Statement, and other evidence proffered or adduced at or prior to, or in declarations filed in connection with, the Confirmation Hearing (i) are reasonable, persuasive, accurate and credible, (ii) use reasonable and appropriate methodologies and assumptions, (iii) have not been controverted by any other evidence, and (iv) establish that each holder of an Allowed Claim or Interest in an Impaired Class either (a) has accepted the Plan or (b) will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of

the Effective Date of the Plan, that is not less than the amount that it would have received if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

V. **Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8))**. Class 1 (Other Priority Claims), Class 2 (Secured Tax Claims), Class 5 (Convenience Claims), Class 8 (State of Texas OIG Claims), and Class 9 (Interests) are Unimpaired and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Voting Tabulation, all Impaired Classes entitled to vote have either voted to accept the Plan or are deemed to have accepted the Plan in accordance with Section 3.11 of the Plan, as no holder of a Claim with respect to such Class timely submitted a ballot indicating acceptance or rejection of the Plan. No creditors submitted any ballots rejecting the Plan.

W. **Treatment of Administrative Claims, Priority Tax Claims and Other Priority Claims (11 U.S.C. § 1129(a)(9))**. The Plan provides treatment for Administrative Claims, Priority Tax Claims, and Other Priority Claims that is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code.

X. **Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10))**. The Plan complies with section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Tabulation, the Plan has been accepted by each class of Impaired Claims: Class 3 (First Bank Secured Claims), Class 4 (General Unsecured Claims), Class 6 (Rohi Personal Claims), and Class 7 (Rohi Qui Tam Claims) determined without including any acceptance of the Plan by any “insider” (as that term is defined in section 101(31) of the Bankruptcy Code).

Y. **Feasibility (11 U.S.C. § 1129(a)(11))**. The Plan is feasible, within the meaning of section 1129(a)(11) of the Bankruptcy Code. The Debtors’ projections of the capitalization and financial information of the Reorganized Debtors as of the Effective Date are reasonable and

made in good faith. The evidence provided in support of the Plan or adduced by the Debtors at, before, or in declarations filed in connection with, the Confirmation Hearing: (i) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (ii) uses reasonable and appropriate methodologies and assumptions; (iii) has not been controverted by other evidence; (iv) establishes that Confirmation of the Plan is not likely to be followed by the liquidation or further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan; (v) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan; and (vi) demonstrates adequate assurance of future performance by the Debtors under the Executory Contracts that are proposed to be assumed under the Plan.

Z. **Payment of Certain Fees (11 U.S.C. § 1129(a)(12))**. The Plan provides that fees payable pursuant to 28 U.S.C. § 1930 and due and owing to the U.S. Trustee at the time of the Confirmation Hearing will be paid by the Debtors on the Effective Date. After the Effective Date, the Reorganized Debtors will pay the quarterly fees due to the U.S. Trustee for the Reorganized Debtors until the entry of a final decree in the Chapter 11 Cases.

AA. **Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13))**. To the extent section 1129(a)(13) of the Bankruptcy Code is applicable to the Debtors, the Reorganized Debtors, as set forth in Article 8.1 of the Plan, shall continue to pay, in accordance with applicable law, retiree benefits (as defined in section 1114 of the Bankruptcy Code), if any, for the period during which the Debtors have obligated themselves to provide such benefits, thereby satisfying section 1129(a)(13) of the Bankruptcy Code.

BB. **Non-Applicability of Certain Sections (11 U.S.C. §§ 1129(a)(14), (15)) and (16)**. Sections 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to the Chapter 11



Cases as the Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

CC. **No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b))**. The Plan satisfies section 1129(b) of the Bankruptcy Code as there are no non-accepting Impaired Classes.

DD. **Only One Plan (11 U.S.C. § 1129(c))**. The Plan is the only chapter 11 plan filed in each of the Chapter 11 Cases and, accordingly, section 1129(c) of the Bankruptcy Code has been satisfied.

EE. **Principal Purpose of the Plan (11 U.S.C. § 1129(d))**. The principal purpose of the Plan is the not avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. The Plan thus satisfies section 1129(d) of the Bankruptcy Code.

FF. **Small Business Case (11 U.S.C. § 1129(e))**. None of the Chapter 11 Cases is a small business case within the meaning of the Bankruptcy Code. Accordingly, section 1129(e) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

GG. **Good Faith Solicitation (11 U.S.C. § 1125(e))**. Based on the record before the Court in the Chapter 11 Cases, including evidence presented at the Confirmation Hearing, (i) the Debtors, (ii) the other Plan Proponents, and (iii) each of their directors, officers, managers, members, employees, attorneys, financial advisors, restructuring advisors and other professional advisors, representatives and agents, and their respective predecessors, successors, and assigns (collectively, the "**Solicitation Parties**"), have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, or regulation in connection with all of their respective activities relating to the Plan,

including, but not limited to, the execution, delivery and performance of the Rohi Settlement, State Release Agreement, and the solicitation of acceptances and rejections of the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code. Each Solicitation Party is entitled to and is hereby granted the protection afforded under section 1125(e) of the Bankruptcy Code, and no such Solicitation Party shall be liable to any Person or Entity on account of its or their participation in or involvement with the solicitation of acceptances or rejections of the Plan.

HH. **Modification of the Plan (11 U.S.C. § 1127(a))**. Pursuant to and in compliance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3018, the Debtors proposed certain modifications to the Plan as reflected herein and/or in modified or amended versions of the Plan and Plan Supplement filed with the Court prior to entry of this Confirmation Order (collectively, the “**Plan Modifications**”). In accordance with Bankruptcy Rule 3019, the Plan Modifications do not (i) constitute material modifications of the Plan under section 1127 of the Bankruptcy Code, (ii) cause the Plan to fail to meet the requirements of sections 1122 or 1123 of the Bankruptcy Code, (iii) materially and adversely change the treatment of any Claims or Interests (other than, as applicable, any Claims and Interests held by those who have accepted such Plan Modifications in writing or in open court), (iv) require re-solicitation of any holders of Claims or Interests, or (v) require that any such holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Under the circumstances, the form and manner of notice of the proposed Plan Modifications are adequate, and no other or further notice of the proposed Plan Modifications is necessary or required.

II. **Satisfaction of Confirmation Requirements**. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the

Plan and the Debtors as proponents of the Plan satisfy the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

### **IMPLEMENTATION OF THE PLAN**

JJ. **Plan Documents and Agreements.** All documents and agreements necessary to implement the Plan, including those contained in and contemplated by the Plan Supplement, and all other relevant and necessary documents and agreements that are necessary to implement the Plan and the Plan Supplement documents are essential elements of the Plan (collectively the “**Plan Documents and Agreements**”) and consummation of each such Plan Documents and Agreements is in the best interests of the Debtors, the Estates and holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the Plan Documents and Agreements, and the Plan Documents and Agreements have been negotiated in good faith, at arm’s-length, are fair and reasonable, and shall, upon completion of documentation and execution (including the documentation of the Rohi Settlement, the State Release Agreement, and any ancillary documents necessary or appropriate to satisfy the conditions to effectiveness of the foregoing), be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

KK. **Executory Contracts.** Article 8 of the Plan provides, pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, for the assumption, assumption and assignment, or rejection of certain Executory Contracts. The Debtors’ determinations regarding the assumption or rejection of Executory Contracts are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, holders of Claims and Interests, and other parties in interest in the Chapter

11 Cases. The Debtors have provided proper notice to the affected counterparties of the Debtors' determinations regarding the assumption or rejection, as applicable, of Executory Contracts.

LL. **Global Settlement and Compromise Under the Plan.** Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan, including the Rohi Settlement and the State Release Agreement, shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim may have with respect to any Allowed Claim, or any Distribution to be made on account of such Allowed Claim. The entry of this Confirmation Order constitutes the Court's approval of all of the compromises and settlements embodied in the Plan, including the Rohi Settlement and the State Release Agreement, and the Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, their Estates, creditors, and other parties-in-interest, and are fair, equitable, and within the range of reasonableness. The provisions of the Plan, including, without limitation, its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable.

MM. In reaching its decision on the substantive fairness of the compromises and settlements contained in the Plan and the settlement of the Rohi Litigation and the State of Texas OIG Claims, the Court considered the following factors: (i) the balance between the probability of success of potential litigations and the future benefits of such compromises and settlements; (ii) the likelihood of complex and protracted litigation and the high costs of litigation; (iii) the high proportion of creditors and parties in interest that support the compromises and settlements and the acceptances of the Plan; (iv) the competency of counsel; (v) the nature and breadth of the releases to be granted; and (vi) the extent to which the compromises and settlements are the

product of arm's-length bargaining. The Court finds that these factors each weigh in favor of approving the compromises and settlements embodied in the Plan, including the Rohi Settlement and the State Release Agreement. The Court also considered the purposes of a chapter 11 case and the negative impact and disruption upon the Debtors' Estates and operations arising from a protracted bankruptcy.

NN. **Releases, Exculpations and Injunctions of Released Parties, Exculpation Parties and Solicitation Parties.** The release, injunction, discharge, and exculpation provisions contained in the Plan and in the State Release Agreement (collectively, the "**Releases**") constitute good-faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for good, valuable, and adequate consideration and (i) are in the best interests of the Debtors, their Estates, and holders of Claims and Interests; (ii) are fair, equitable, and reasonable; and (iii) are integral elements of the restructuring of the Debtors and resolution of the Chapter 11 Cases in accordance with the Plan. Each provision of the Releases (i) is within the jurisdiction of the Court under 28 U.S.C. § 1334; (ii) is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code; (iii) is an integral element of the settlements and transactions incorporated into the Plan; (iv) confers a material benefit on, and is in the best interests of, the Debtors, their estates, and holders of Claims and Interests; (v) is important to the overall objectives of the Plan to finally resolve all Claims and Interests among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors' reorganization; (vi) is consistent with sections 105, 1123, and 1129 of the Bankruptcy Code and all other applicable law; and (vii) is fair, equitable, reasonable, and necessary to the Debtors' reorganization.

OO. The Releases are, individually and collectively, integral to, and necessary for the successful implementation of, the Plan, essential to the Debtors' reorganization and supported by substantial consideration.

**SPECIFIC PLAN IMPLEMENTATION TRANSACTIONS**

PP. **The Rohi Settlement and State Release Agreement.** The Debtors and each of their respective officers, directors, employees, attorneys, advisors, consultants, managers, members, partners, agents, and other professionals, and their predecessors, successors, and assigns, in each case, in their respective capacities as such, as applicable, (i) have acted in good faith in negotiating, formulating, and proposing the Rohi Settlement and the State Release Agreement, and (ii) will be acting in good faith in proceeding to (a) implement the Rohi Settlement and State Release Agreement, and (b) take any actions authorized or contemplated by this Confirmation Order necessary to do so. The Rohi Settlement and the State Release Agreement are the result of good faith, arms' length negotiations among the Debtors, the State and Rohi, are appropriate and consistent with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including, but not limited to, Bankruptcy Code sections 1123, 1129, and 1142, and are necessary to the Debtors' successful emergence from chapter 11. The provisions of the Rohi Settlement and the State Release Agreement are in the best interests of the Debtors, the Estates, and holders of Claims and Interests and shall be binding on the Debtors, the Plan Proponents, Rohi, and the State of Texas. The notice provided by the Debtors of the Rohi Settlement and the State Release Agreement was consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

## II. ORDER

**BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent any of the foregoing findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. **Solicitation.** The Plan Solicitation was appropriate and satisfactory and was in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, Orders of this Court, and all other applicable rules, laws and regulations applicable to the Plan Solicitation.

3. **Notice to Non-Voting Classes.** The transmittal of the notice of the Confirmation Hearing to all known members of the Non-Voting Classes was appropriate and satisfactory and was in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and Orders of this Court. No further solicitation of votes to accept or reject the Plan from the Non-Voting Classes was necessary.

4. **Confirmation of the Plan.** The Plan (including the Plan Supplement) and each of its/their provisions (whether or not specifically referenced herein) is and are **CONFIRMED** in each and every respect, pursuant to section 1129 of the Bankruptcy Code, and the terms of the Plan and the Plan Supplement are incorporated by reference into, and are an integral part of, this Confirmation Order.

5. **Objections to the Plan Are Overruled.** Any objections or responses, whether formal or informal, to confirmation of the Plan and any and all reservations of rights that (i) have not been withdrawn, waived, or settled prior to the entry of this Confirmation Order or (ii) are not cured by the relief granted herein are hereby **OVERRULED** in their entirety and on their merits, and all withdrawn objections or responses are hereby deemed withdrawn with prejudice.

6. **Reference.** The failure to specifically include or refer to any particular article, section or provision of the Plan, Plan Supplement, or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section or provision, it being the intent of the Court that this Confirmation Order confirms the Plan and any related documents in their entirety.

7. **No Action Required.** Under the provisions of applicable non-bankruptcy law and section 1142(b) of the Bankruptcy Code, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document (including any documents that are part of the Rohi Settlement of the State Release Agreement) to be executed, delivered, adopted, or amended in connection with the implementation of the Plan.

8. **Plan Classification Controlling.** The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the holders of Claims in connection with voting on the Plan: (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for



distribution purposes; (iii) may not be relied upon by any holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (iv) shall not be binding on the Debtors and Reorganized Debtors except for voting purposes.

9. **DIP Claims.** As of the Effective Date, all DIP Claims are hereby deemed Allowed Claims in the full amount due and owing under any intercompany note issued pursuant to that certain order authorizing the Debtors to obtain post-petition financing pursuant to Section 364(b) dated as of December 15, 2016 [Dkt. No. 140].

10. **Binding Effect.** Upon the occurrence of the Effective Date, the terms of the Plan are immediately effective and enforceable and deemed binding on the Debtors, the Reorganized Debtors, any and all holders of Claims or Interests (regardless of whether such holders of Claims or Interests have, or are deemed to have, accepted the Plan), all Persons or Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person or Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts with the Debtors, all Persons or Entities making an appearance in the Chapter 11 Cases, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. The State of Texas has agreed and consented to the releases and other terms of the State Release Agreement as provided therein and is hereby bound to the releases and terms of the State Release Agreement.

11. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan or this Confirmation Order, on the Effective Date, (i) each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate

such existence (whether by merger, dissolution or otherwise) under applicable law; and (ii) on the Effective Date, all property of each Debtor's Estate, and any property acquired by such Debtor or Reorganized Debtor under the Plan will vest in such Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, and other interests, except for Liens and obligations expressly established under the Plan (including in respect of the Rohi Settlement and State Release Agreement, as applicable). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims or Causes of Action without supervision or approval by the Court and free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules, subject only to those restrictions expressly imposed by the Plan or this Confirmation Order as well as the documents and instruments executed and delivered in connection therewith, including the documents, exhibits, instruments and other materials comprising the Plan Supplement.

12. **Other Essential Documents and Agreements.** The form of documents comprising the Plan Supplement, any other agreements, instruments, certificates, or documents related thereto, and the transactions contemplated by each of the foregoing are approved and, upon execution and delivery of the agreements and documents relating thereto by the applicable parties (and the satisfaction of applicable terms and conditions to their effectiveness), shall be in full force and effect and valid, binding, and enforceable in accordance with their terms without the need for any further notice to or action, order or approval of this Court, or other act or action under applicable law, regulation, order or rule. The Debtors and, on and after the Effective Date, the Reorganized Debtors are authorized, without further notice, hearing or approval of this Court or any other party, to execute and deliver all agreements, documents, instruments, securities and

certificates relating to such agreements and perform their obligations thereunder, including, without limitation, amendment or modification of such documents in accordance with their terms and applicable non-bankruptcy law and the payment of all fees due thereunder or in connection therewith. The approvals hereunder shall be deemed to be the requisite approval of the same by the members, managers, directors, or equity holders of the Debtors, as applicable, for purposes of applicable non-bankruptcy law.

13. **Continued Corporate and Limited Liability Company Existence.** Subject to the Plan and the Plan Supplement, each of ABC Dentistry West Orem, P.L.L.C. and ABC Dentistry Old Spanish Trail, P.L.L.C., as Reorganized Debtors, shall continue to exist after the Effective Date as a separate legal entity, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable law.

14. **Dissolution of ABC Dentistry, P.A.** Upon the Effective Date, ABC Dentistry, P.A. shall be deemed dissolved. Jabbar, as Sole Member of ABC Dentistry, P.A., shall have the power to wind up the affairs of ABC Dentistry, P.A. under applicable state laws in addition to all the rights, powers, and responsibilities conferred by the Bankruptcy Code and the Plan.

15. **Continued Effect of Stays and Injunction.** Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Court that is in existence on the Confirmation Date shall remain in full force and effect until the Effective Date.

16. **Post-Effective Date Claim Amendments; Disallowance of Late-Filed Claims.** From and after the Effective Date, no Claim may be filed to increase or assert additional claims not reflected in an already filed Claim (or Claim scheduled, unless superseded by a filed Claim,

on the applicable Debtor's schedules of assets and liabilities filed in the Chapter 11 Cases) asserted by such claimant and any such Claim shall be deemed disallowed and expunged in its entirety without further order of the Court or any action being required on the part of the Debtors or the Reorganized Debtors unless the claimant has obtained the Court's prior approval to file such amended or increased Claim. Except as provided herein or otherwise agreed by the Reorganized Debtors, any and all proofs of claim filed after the applicable claims bar date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Court, holders of such Claims shall not be entitled to receive any Distributions on account of such Claims and shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Reorganized Debtors, or their respective property, and the Reorganized Debtors may remove or need not add such Claims to the Claims Register, and such Claims shall be deemed discharged as of the Effective Date.

17. **Administrative Claims Bar Date.** Any request for payment of an Administrative Claim must be filed and served on the Reorganized Debtors and the U.S. Trustee, pursuant to the procedures specified in the notice of entry of the Confirmation Order and this Confirmation Order, on or prior to **sixty (60)** days after the Confirmation Date (the "**Administrative Bar Date**"); *provided* that no request for payment is required to be filed and served with respect to any: (i) DIP Claim; (ii) Claim by a Professional Person (other than an ordinary course professional retained pursuant to an order of the Bankruptcy Court) for compensation or reimbursement pursuant to section 327, 328, 330, 331, 503(b), or 1103(a) of the Bankruptcy Code in connection with the Chapter 11 Cases (a "**Fee Claim**"); (iii) Administrative Claim that has been Allowed on or before the Effective Date; (iv) Administrative Claim of a Governmental Unit not required to be filed pursuant to section 503(b)(1)(D) of the Bankruptcy

Code; (v) Administrative Claim on account of fees and expenses incurred on or after the Petition Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court; or (vi) an Administrative Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Petition Date, but only to the extent that such Administrative Claim is solely for outstanding wages, commissions, or reimbursement of business expenses.

18. Any holder of an Administrative Claim who is required to, but does not, file and serve a request for payment of such Administrative Claim pursuant to the procedures specified in this Confirmation Order on or prior to the Administrative Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claim against the Debtors, the Reorganized Debtors, or their respective property, and such Administrative Claim shall be deemed discharged as of the Effective Date.

19. Any objection to a request for payment of an Administrative Claim that is required to be filed and served pursuant to Article 2.1 or 2.5 of the Plan and this Confirmation Order must be filed and served on the Reorganized Debtors, the Claims Agent, and the U.S. Trustee (i) no later than 30 days after the Effective Date or (ii) by such later date as may be established by order of the Bankruptcy Court upon a motion by a Reorganized Debtor, with notice only to those parties entitled to receive notice pursuant to Bankruptcy Rule 2002.

20. **Release, Exculpation, Discharge, and Injunction Provisions.** The release, exculpation, discharge, injunction, and related provisions set forth in Article 12 of the Plan are approved in all respects, are incorporated herein in their entirety, and are so ordered and shall be immediately effective on the Effective Date of the Plan without further order or action on the part of the Court or any other party, and are effective and binding on all Persons and Entities to

the extent provided therein. The releases in the State Release Agreement, which were negotiated and agreed to between the Plan Proponents and the State of Texas, are approved in all respects, are incorporated herein in their entirety, and are so ordered and shall be immediately effective on the Effective Date of the Plan without further order or action on the part of the Court or any other party, and are effective and binding on the Plan Proponents and the State of Texas to the extent provided therein.

21. **Preservation of Insurance.** The Debtors' discharge, exculpation, and release, as provided herein and in the Plan, shall not diminish or impair the enforceability of any insurance policy that may provide coverage for Claims against the Debtors, the Reorganized Debtors, their current and former directors and officers, or any other Person.

22. **Designation of Managers/Directors and Officers Approved.** On the Effective Date, the initial directors, officers, and members each of the Reorganized Debtors shall consist of those individuals identified in the Plan Supplement, and such managers and/or directors shall be deemed elected and authorized to serve as directors of each of the Reorganized Debtors pursuant to the terms of the applicable organizational documents of such Reorganized Debtor and may be replaced or removed in accordance with such organizational documents. Such appointment and designation is hereby approved and ratified as being in the best interests of the Debtors and creditors and consistent with public policy, and such directors hereby are deemed elected and appointed to serve in their respective capacities as of the Effective Date without further action of the Court, the Reorganized Debtors, or their security holders. The designation or continuation in office as officers of the Reorganized Debtors of each person identified in the Plan Supplement is hereby approved and ratified as being in the best interests of the Debtors and creditors and consistent with public policy. Such officers hereby are deemed elected and appointed to serve in

their respective capacities as of the Effective Date without further action of the Court or the Reorganized Debtors.

23. **Governmental Approvals Not Required.** This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan, the Plan Supplement, and the Disclosure Statement, any certifications, documents, instruments or agreements, including, without limitation the Rohi Settlement and the State Release Agreement, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan, the Plan Supplement, and the Disclosure Statement.

24. **Notice of Confirmation and the Effective Date.** Within five (5) business days after the occurrence of the Effective Date, the Reorganized Debtors shall file and serve a notice of Confirmation and the Effective Date (the "**Effective Date Notice**") in accordance with Bankruptcy Rules 2002 and 3020(c). Notwithstanding the above, no Effective Date Notice or service of any kind shall be required to be mailed or made upon any Person or Entity to whom the Debtors mailed notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Person or Entity, or are otherwise aware, of that Person or Entity's new address. The above-referenced notice is adequate under the particular circumstances of the Chapter 11 Cases and no other or further notice is necessary.

25. **Compliance with Tax Requirements.** Notwithstanding any provision in the Plan or this Confirmation Order to the contrary, the Reorganized Debtors are authorized to take

all actions necessary or appropriate to comply with any withholding and reporting requirements imposed by any tax law, including withholding in kind, liquidating a portion of the Distributions to be made under the Plan to generate sufficient funds to pay applicable withholdings taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions or establishing any other mechanisms they believe are reasonable and appropriate. For purposes of the Plan, any withheld amount or property shall be treated as if paid to the applicable Claimant. The failure of any holder of a Claim or Interest to furnish the Debtors or Reorganized Debtors information or take any steps necessary to comply with withholding and reporting requirements shall be grounds for the Debtors or Reorganized Debtors to seek an order, upon notice to the affected holder, disallowing any Claim or Interest held by such holder and forfeiting any distribution to which such holder would otherwise be entitled under the Plan.

26. **Exemption from Transfer Taxes.** Pursuant to, and to the fullest extent permitted by, section 1146(a) of the Bankruptcy Code, any transfers from the Debtors to the Reorganized Debtors or to any other Person, pursuant to, in contemplation of, or in connection with the Plan (including any transfer pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or Reorganized Debtors; (ii) the creation, modification, consolidation, assumption, termination, refinancing, and/or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (iii) making, assignment, or recording of any lease or sublease; or (iv) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan) shall not be subject to any document



recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, sales and use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local government officials or agents shall forgo the collection of any such tax recordation fee or government assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or government assessment. This Court shall retain specific jurisdiction with respect to these matters.

27. **Executory Contracts.**

a. **Approval of Plan Provisions Regarding Executory Contracts.** The Executory Contract provisions of Article 8 of the Plan are specifically approved in all respects, are incorporated herein in their entirety and are so ordered. The Debtors and Reorganized Debtors are authorized to assume, assume and assign, or reject Executory Contracts in accordance with Article 8 of the Plan.

b. **Assumption of Executory Contracts.** Except as otherwise provided in the Plan, in this Confirmation Order, or another Order of this Court, all Executory Contracts are deemed assumed by the Plan on the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code, unless an Executory Contract: (i) was assumed or rejected by the Debtors; (ii) was previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject filed on or before the Confirmation Date; or (iv) is designated specifically or by category as an Executory Contract on the Schedule of Rejected Contracts attached as Exhibit 4 to the Plan Supplement (the “**Schedule of Rejected Contracts**”). Assumption of such Executory Contracts is supported by the Debtors’ sound business judgment and is approved. This Confirmation Order constitutes an order approving such assumptions pursuant to sections 365

and 1123 of the Bankruptcy Code as of the Effective Date; *provided, however*, that (except as set otherwise set forth in this Confirmation Order) the Debtors or the Reorganized Debtors, as applicable, reserve the right to reject an Executory Contract pursuant to which a dispute as to the cure amount related thereto is resolved or determined unfavorably to the Debtors or the Reorganized Debtors. Except as otherwise provided in this Confirmation Order, any and all objections or reservations of rights in connection with the assumption or assignment of an Executory Contract under the Plan, if any, are overruled on their merits. Each of the Executory Contracts assumed pursuant to Article 8 of the Plan shall revest and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms. Each Executory Contract assumed by the Debtors shall be deemed to include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Executory Contract, without regard to whether such agreement, instrument or other documents is listed on the Assumption and Cure Notice.

c. Cure Amounts. Upon, and subject to the occurrence of the Effective Date, any monetary defaults under each Executory Contract to be assumed pursuant to the Plan shall be deemed satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the cure amount set forth on the Assumption and Cure Notice, if any (or the amount set forth in such other order of the Court authorizing the assumption of such Executory Contract) in Cash on the later of thirty (30) calendar days after (i) the Effective Date or (ii) the date on which any dispute relating to such cure amount has been resolved (either consensually or through judicial decision).

d. Rejection and Rejection Damages Claims. On the Effective Date, each Executory Contract that is listed on the Schedule of Rejected Contracts shall be deemed rejected or repudiated pursuant to Bankruptcy Code section 365. Until the Effective Date, the Debtors

expressly reserve their right to amend the Schedule of Rejected Contracts to delete any Executory Contract therefrom or to add any Executory Contract thereto. All Claims arising from the rejection of Executory Contracts, if any, will be treated as General Unsecured Claims. All such Claims shall be discharged on the Effective Date, and shall not be enforceable against the Debtors, the Reorganized Debtors, or their respective properties or interests in property. In the event that the rejection of an Executory Contract by any of the Debtors pursuant to the Plan results in damages to the non-Debtor party or parties to such contract or lease, a Claim for such damages, if not evidenced by a timely filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors, or their respective properties or interests in property as agents, successors, or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors and the Reorganized Debtors on or before the date that is **thirty (30)** days after the effective date of such rejection (which may be the Effective Date or the date on which the Debtors reject the applicable contract or lease pursuant to an order of the Bankruptcy Court).

e. Adequate Assurance of Future Performance. The only adequate assurance of future performance required for each assumed Executory Contract shall be the promise of the applicable Reorganized Debtor to perform all obligations under such Executory Contract under this Plan. Sufficient adequate assurance of future performance has been provided for each assumed Executory Contract.

f. Release Upon Assumption of Executory Contract. **ASSUMPTION OF ANY EXECUTORY CONTRACT PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING**

**DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT AT ANY TIME BEFORE THE DATE ANY OF THE DEBTORS OR THE REORGANIZED DEBTORS ASSUMES SUCH EXECUTORY CONTRACT. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE COURT, AND THE DEBTOR MAY REMOVE SUCH CLAIMS FROM THE CLAIMS REGISTER AT THE DIRECTION OF THE REORGANIZED DEBTORS.**

g. Pre-Effective Date Amendments to Executory Contracts. Prior to assuming any Executory Contracts as provided for herein and in the Plan, pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized, to (i) enter into any amendments and modifications to such Executory Contracts, and (ii) take any and all steps and to perform such other and further actions as are necessary to carry out, effectuate, or otherwise enforce the terms, conditions and provisions of any such amendments and modifications, without further notice to or action, order, or approval of the Court.

28. **Plan Distributions.** On and after the Effective Date, distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims shall be effectuated pursuant to Article 6 of the Plan.

29. **Preservation of Causes of Action.** In accordance with section 1123(b) of the Bankruptcy Code, except as otherwise expressly provided in the Plan or this Confirmation Order, each and every Cause of Action described in the Plan and Plan Supplement, any right of setoff

and any and all legal and equitable defenses of any Debtor or any Estate are preserved for the benefit of the Reorganized Debtors, and, along with the exclusive right to enforce such Cause of Action, shall vest exclusively in Reorganized Debtors as of the Effective Date. Unless a Cause of Action is expressly waived, relinquished, released, or compromised in the Plan (including any Causes of Action released pursuant to Article 12 of the Plan, this Confirmation Order, or another order of the Court, the Reorganized Debtors expressly reserve such Cause of Action for later adjudication and, accordingly, no doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), laches, or other preclusion doctrine shall apply to such Cause of Action as a consequence of the Confirmation, the Plan, the vesting of such Cause of Action in Reorganized Debtors, any order of the Bankruptcy Court, or the Chapter 11 Cases. No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as an indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue such Cause of Action against them. The Debtors or Reorganized Debtors, as applicable, instead expressly reserve all rights to prosecute any and all Causes of Action against any Entity or Person, in accordance with the Plan. For the avoidance of doubt, the Debtors and the Reorganized Debtors waive and release any and all Causes of Action expressly released pursuant to sections 12.8 and 12.9 of the Plan.

30. **Fee Claims**. All requests for compensation or reimbursement of Professional Claims shall be filed and served on the Reorganized Debtors, counsel to the Reorganized Debtors, the U.S. Trustee, and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order, or other order of the Court, no later than **sixty (60) days** after the Effective Date. Holders of Fee Claims that are required to file and serve applications for final allowance of their Professional Claims and that do not file and serve such applications by the

required deadline shall be forever barred from asserting such Claims against the Debtors, Reorganized Debtors or their respective properties or assets, and such Fee Claims shall be deemed discharged as of the Effective Date. Objections to any Fee Claims must be filed and served on the Reorganized Debtors, counsel for the Reorganized Debtors, and the requesting party no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the party requesting compensation of a Fee Claim). Other than as set forth herein or in the Plan, the procedures set forth in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Case Professionals* [Dkt. No. 82] shall remain in effect for services provided through the Effective Date. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, (i) each Reorganized Debtor is authorized to pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including fees relating to the preparation of Professional fee applications) without application to the Court, and (ii) any Professional who may receive compensation or reimbursement of expenses pursuant to the *Order Authorizing Employment and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* (the "**Ordinary Course Professionals Order**") [Dkt No. 83] may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order in accordance with and subject to the Ordinary Course Professionals Order.

31. **Statutory Fees.** Notwithstanding anything to the contrary contained in the Plan, on the Effective Date, the Debtors shall pay, in full, in Cash, any fees due and owing to the U.S. Trustee from any of the Debtors at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall be responsible for filing required post-confirmation reports and

paying quarterly fees due to the U.S. Trustee for each Reorganized Debtor until the entry of a final decree in such Debtor's Chapter 11 Case or until such Chapter 11 Case is converted or dismissed.

32. **Plan Implementation.**

a. In accordance with section 1142 of the Bankruptcy Code and any provisions of the business corporation law of any applicable jurisdiction (collectively, the "**Reorganization Effectuation Statutes**"), without further action by the Court or the equity holders, members, managers, or directors of any Debtor or Reorganized Debtor, the Debtors and the Reorganized Debtors, as well as the officers of the appropriate Debtor or Reorganized Debtor are authorized to: (i) take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, this Confirmation Order, the restructuring transactions, and the transactions contemplated thereby or hereby, including, without limitation, the transactions identified in Article 5 of the Plan; and (ii) execute and deliver, adopt, or amend, as the case may be, any contracts, instruments, releases, agreements, and documents necessary to implement, effectuate, and consummate the Plan and the Plan Supplement, including, without limitation, those contracts, instruments, releases, agreements, and documents identified in Article 5 of the Plan (including, without limitation, the Rohi Settlement and the State Release Agreement).

b. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan (including, without limitation, (i) the adoption or assumption, as appropriate, of any Executory Contracts, (ii) selection of the managers, directors, and officers, as appropriate, for the Reorganized Debtors, and (iii) entry into any contracts, instruments, releases, agreements, and documents necessary to implement, effectuate, and consummate the Plan, including, without limitation, those contracts, instruments, releases, agreements and documents identified in

Article 5 of the Plan, (including, without limitation, Rohi Settlement and the State Release Agreement) shall be effective prior to, on, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of this Court, or further action by the respective managers, officers, directors, members, or equity holders of the Debtors or Reorganized Debtors.

c. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions would otherwise require the consent or approval of the equity holders, members, managers, or directors of any of the Debtors or Reorganized Debtors, this Confirmation Order shall, pursuant to section 1142 of the Bankruptcy Code and the Reorganization Effectuation Statutes, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors, managers, members, and equity holders of the appropriate Debtor or Reorganized Debtor, as applicable.

d. Each Governmental Unit is hereby directed and authorized to accept any and all documents, mortgages, security agreements, financing statements, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

e. All transactions effected by the Debtors during the pendency of the Chapter 11 Cases from the Petition Date through the Confirmation Date (or as otherwise contemplated by this Confirmation Order) are approved and ratified, subject to the satisfaction of any applicable terms and conditions to effectiveness of such transactions.

f. Jabbary is hereby appointed as the Debtors' Disbursing Agent. Jabbary shall have the authority to, at any time, and in his sole discretion, appoint a designee who is an employee of any of the Plan Proponents to serve as the Debtors' Disbursing Agent.



g. The Clerk is hereby directed and authorized to release the funds in the registry that have been submitted pursuant to the Order (I) Directing the Clerk of the Court to Accept Funds in the Court's Registry and (II) Authorizing the Debtors to Contribute Funds [Dkt. No. 133] dated as of November 30, 2016. The funds are to be released to Disbursing Agent, who must immediately disburse \$396,391.68 to Rohi at Saeed Rohi, D.D.S. c/o Brewer & Pritchard, 800 Bering Drive, Suite 201, Houston, Texas 77057 and \$263,985.96 to the State of Texas according to instructions to be delivered from the State of Texas to the Disbursing Agent. Such payments may be made by check.

33. **Cancellation of Existing Agreements and Notes.** On the Effective Date, subject to the terms and conditions specifically provided for in the Plan or this Confirmation Order, the obligations of the Debtors under any Certificate, Interest, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors or giving rise to any Claim or Interest (except such Certificates, notes or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated or otherwise are continuing as modified pursuant to the Plan), shall be canceled solely as to the Debtors, and the Reorganized Debtors shall not have any obligations thereunder and shall be released and discharged therefrom; *provided* that any obligations of the Debtors in the Rohi Settlement or the State Release Agreement that by their terms are to be satisfied after, or are otherwise stated to survive post-Effective Date and shall be the obligations of the Reorganized Debtors.

34. **Discharge of Liens and Security Interests Securing Other Secured Claims.** To the extent that any holder of a Secured Claim that has been satisfied or discharged pursuant to

the Plan, or any agent for such holder, has filed or recorded any liens and/or security interests to secure such holder's Secured Claim, then as soon as practicable on or after the Effective Date, such holder shall take any and all steps requested by the Debtors or the Reorganized Debtors, that are necessary to cancel and/or extinguish such liens and/or security interests (it being understood that such liens and security interests held by holders of Secured Claims that are satisfied on the Effective Date pursuant to the Plan shall be automatically canceled/or extinguished on the Effective Date by virtue of the entry of the Confirmation Order). The Debtors and the Reorganized Debtors are hereby appointed as attorneys-in-fact under the laws of the United States of America for each holder whose liens and/or security interests are terminated pursuant to the Plan, with full power and authority to execute on behalf of such holder any notices or other public statements as are necessary or appropriate to evidence the termination of such party's liens and/or security interests and any financing statement relating to any and all liens and/or security interests in the Debtors' assets, should such holder (or the agent for such holder) fail to take the steps requested by the Debtors or the Reorganized Debtors necessary to cancel and/or extinguish such liens and/or security interests pursuant to this paragraph..

35. **Binding Effect of Prior Orders.** Pursuant to section 1141 of the Bankruptcy Code, effective as of the Confirmation Date, but subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors, and their respective successors and assigns.

36. **Reversal.** If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan and all related documents or any amendments or modifications thereto.

37. **Effectiveness of All Actions.** All actions authorized to be taken under the Plan are effective on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or equity holders.

38. **Modification of the Plan.** The Plan may be amended, supplemented, or modified in accordance with Article 9 of the Plan; *provided, however*, that the Debtors or the Reorganized Debtors, as the case may be, are authorized to make appropriate technical adjustments, remedy any defect or omission, or reconcile any inconsistencies in the Plan, the documents included in the Plan Supplement, any and all exhibits to the Plan, and/or the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan so long as such action does not materially and adversely affect the treatment of the Classes of holders of Allowed Claims pursuant to the Plan.

39. **Governing Law.** Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflicts of laws shall govern the rights, obligations, construction, and implementation of the Plan and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan, unless otherwise specified.

40. **Miscellaneous Provisions.**

a. Except as otherwise provided in the Plan and this Confirmation Order, all service of pleadings in the Chapter 11 Cases filed after the Effective Date shall be limited to counsel to the Debtors, the U.S. Trustee, any party known to be directly affected by the relief sought, and any party that, after the Effective Date, files a request for service of notices.

b. On or before the Effective Date, the Debtors may, but shall not be required to, file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors as applicable, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

c. Without intending to modify any prior order of this Court (or any agreement, instrument, or document addressed by any prior order) but subject to Paragraph 43 of this Confirmation Order, in the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan,

on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document).

d. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent.

e. Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms and (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors and the Requisite Supporting Noteholders.

41. **Retention of Jurisdiction.** Upon the Effective Date, the Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including but not limited to the matters set forth in Article 11 of the Plan and section 1142 of the Bankruptcy Code. In addition to the protections afforded in Section 12.5 of the Plan to the Exculpated Parties and Solicitation Parties, and not in any way reducing or limiting the application of such protections, the Court retains exclusive jurisdiction over any and all Causes of Action asserted against any Solicitation Party for any Bankruptcy Related Action that is not otherwise exculpated or enjoined by the Plan.

42. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

43. **Effect of Conflict.** If there is any inconsistency between the terms of this Confirmation Order and the Plan (including any amendments thereto), the terms of this Confirmation Order shall govern and control.

44. **Applicable Non-Bankruptcy Law.** Pursuant to sections 1123(a) and 1124(a) of the Bankruptcy Code, the provisions of the Confirmation Order, the Plan and related documents, or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

45. **Order Effective Immediately.** Notwithstanding Bankruptcy Rules 3020(e) or 7062 or otherwise, the stay provided for under Bankruptcy Rule 3020(e) shall be waived and this Confirmation Order shall be effective and enforceable immediately upon entry. The Debtors are authorized to consummate the Plan and the transactions contemplated thereby immediately after entry of this Confirmation Order and upon, or concurrently with, satisfaction of the conditions set forth in the Plan.

46. **Final Order.** This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

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Marvin J. Isgur  
United States Bankruptcy Judge