Claims" shall not include any avoidance actions against the Critical Physicians and, in the event the Recapitalization Proposal is the Winning Bid, "Litigation Claims" shall include only claims or actions against NCFE and claims against directors and officers insurance, unless otherwise designated by the proponents of the Recapitalization Proposal prior to closing.

1.50 Litigation Proceeds means any net amounts collected by the Distribution LLC on account of the Litigation Claims.

1.51 LLC Agent means the Person appointed in accordance with the Distribution LLC Agreement to administer the Distribution LLC.

1.52 LLC Interest means an interest in the Distribution LLC conveyed to a holder of an Allowed General Unsecured Claim in accordance with Section [4.10] of this Plan.

1.53 Malpractice Claims Resolution Process means the mediation procedures for determining the Allowed amount of any Medical Malpractice Claim as set forth in the Medical Malpractice Claimants Trust Agreement.

1.54 Medical Malpractice Claimants Trust means the trust to be established pursuant to the Medical Malpractice Claimants Trust Agreement and funded by the Insurer(s) and, to the extent Medical Malpractice Claims may constitute Assumed Liabilities thereof, by the Winning Bidder(s), as set forth in section [6.6].[2]

1.55 Medical Malpractice Claimants Trust Agreement means the trust agreement to be executed prior to the Effective Date establishing the Medical Malpractice Claimants Trust, substantially in the form to be filed with the Plan Supplement.

1.56 Medical Malpractice Claim means any pre-petition Claim relating to medical malpractice asserted against the Debtors and/or the Debtors' Insurer(s) that previously has not been compromised, settled or otherwise resolved.

1.57 Medline means Medline Industries, Inc.

1.58 Medline Michael Reese Collateral means the Medline Michael Reese Collateral as set forth in the DIP Agreement.

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[2] If the Recapitalization Proposal is the Winning Bid, there will be no Medical Malpractice Claimants Trust as the Reorganized Debtors will assume liability for all Medical Malpractice Claims (including Medical Malpractice Claims related to Pine Grove). In so doing, the Reorganized Debtors will assume all related professional liability insurance of the Debtors, including, without limitation, Claims for deductibles and/or self-insured retention under those policies.

1.59 Medline Senior Secured Claim means the Secured Claim of Medline to the extent secured by the Medline Michael Reese Collateral.

1.60 Michael Reese means Michael Reese Medical Center Corporation of Chicago, Illinois.

1.61 NCFE means National Century Financial Enterprises, Inc. and its affiliates.

1.62 NCFE-Owned Property means any property that is the subject of an NCFE Ownership Claim.

1.63 NCFE Ownership Claim means any Claim asserted by National Century Financial Enterprises, Inc. and/or its affiliates to the extent such Claim alleges an ownership interest in property in which the Debtors claim an interest.

1.64 NCFE Secured Claim means any Claim asserted by National Century Financial Enterprises, Inc. and/or its affiliates to the extent such Claim is alleged to be secured by Collateral.

1.65 New Stock means the common stock of the respective Reorganized Debtors authorized to be issued pursuant to section [6.3] of the Plan.

1.66 Non-auctioned Property means any Unsold Facility and any Remaining For-Sale Property that ultimately is not conveyed to a Winning Bidder pursuant to the Sale.

1.67 Notice of Effectiveness means a notice, substantially in the form to be filed with the Plan Supplement, indicating effectiveness of the Plan.

1.68 Other Priority Claim means any Claim, other than an Administrative Expense Claim or Priority Tax Claim entitled to priority in payment, as specified in sections 507(a)(2)-(7) and (9) of the Bankruptcy Code.

1.69 Other Secured Claim means any Secured Claim other than a DIP Claim, NCFE Secured Claim, HCRI Senior Secured Claim, Medline Senior Secured Claim or Junior Secured Claim.

1.70 Pacifica means Pacifica of the Valley Corporation of Sun Valley, California.

1.71 Person means an individual, partnership, corporation, limited liability company, business trust, joint stock company trust, unincorporated association, joint venture, governmental authority, governmental unit or other entity of whatever nature.

1.72 Pine Grove means Pine Grove Hospital Corporation of Canoga Park, California.

1.73 Pine Grove Remaining Assets means all remaining assets of Pine Grove following the sale of substantially all of the assets of Pine Grove, approved by order of the Bankruptcy Court dated May 30, 2003.

1.74 Pine Grove Sale Proceeds means the net proceeds from the sale of substantially all of the assets of Pine Grove, approved by order of the Bankruptcy Court dated May 30, 2003 and consummated on or about June 6, 2003.

1.75 Plan means this chapter 11 plan, including all exhibits and schedules annexed hereto and the Plan Supplement, either in its present form or as it may be altered, amended or modified from time to time.

1.76 Plan Supplement means the compilation of documents and forms of documents specified in this Plan that will be filed with the Court on or before the date that is [10] days prior to the Confirmation Hearing.

1.77 Priority Tax Claim means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.78 Professional Liability Insurer means any entity that provides or provided the Debtors with professional liability insurance and who agrees to fund the Medical Malpractice Claimants Trust.

1.79 Professional Liability Insurer Claims means any pre-petition Claim of a Professional Liability Insurer for deductible or self-insured retention amounts owed by the Debtors pursuant to a professional liability insurance policy.

1.80 Pro Rata means the proportion that the amount of any Claim in a particular Class bears to the aggregate amount of all Claims in such Class, including any Disputed Claims in such Class.

1.81 Recapitalization Proposal means the proposal of certain members of the Debtors' management (and other parties) to contribute new capital to facilitate the reorganization of certain of the Debtors in exchange for the New Stock of the Reorganized Debtors. The Recapitalization Proposal is described in detail in Exhibit [8] to the Disclosure Statement.

1.82 Record Date means 15 Business Days prior to the Confirmation Date.

1.83 Released Parties shall have the meaning set forth in section [12.1].

1.84 Releasing Creditors shall have the meaning set forth in section [12.1].

1.85 Remaining For-Sale Property means any For-Sale Property not be transferred to a Winning Bidder on the Effective Date.

1.86 Reorganized By-laws means, with respect to any Reorganized Debtor, the by-laws of such Reorganized Debtor, as amended and restated, substantially in the forms to be filed with the Plan Supplement.

1.87 Reorganized DCHC means DCHC on and after a Closing Date on which its New Stock is exchanged to a Winning Bidder.

1.88 Reorganized Articles of Incorporation means, with respect to any Reorganized Debtor, the articles of incorporation of such Reorganized Debtor, as amended and restated, substantially in the forms to be filed with the Plan Supplement. The Reorganized Articles of Incorporation for each Reorganized Debtor shall, among other things, prohibit the issuance of nonvoting equity securities, subject to further amendment of such Articles of Incorporation as permitted by applicable law.

1.89 Reorganized Debtor means any of Reorganized Greater Southeast, Reorganized Hadley, Reorganized Pacifica, Reorganized Michael Reese, and Reorganized DCHC.

1.90 Reorganized Greater Southeast means Greater Southeast on and after a Closing Date on which (i) its New Stock is issued to a Winning Bidder, or (ii) the New Stock of DCHC is exchanged to a Winning Bidder and Greater Southeast remains a direct or indirect wholly-owned subsidiary of Reorganized DCHC.

1.91 Reorganized Hadley means Hadley on and after a Closing Date on which (i) its New Stock is issued to a Winning Bidder, or (ii) the New Stock of DCHC is exchanged to a Winning Bidder and Hadley remains a direct or indirect wholly-owned subsidiary of Reorganized DCHC.

1.92 Reorganized Michael Reese means Michael Reese on and after a Closing Date on which (i) its New Stock is issued to a Winning Bidder, or (ii) the New Stock of DCHC is exchanged to a Winning Bidder, and Michael Reese remains a direct or indirect wholly-owned subsidiary of Reorganized DCHC.

1.93 Reorganized Pacifica means Pacifica on and after a Closing Date on which (i) its New Stock is issued to a Winning Bidder, or (ii) the New Stock of DCHC is exchanged to a Winning Bidder and Pacifica remains a direct or indirect wholly-owned subsidiary of Reorganized DCHC.

1.94 Sale means the sale, as implemented through the Bidding Procedures, of the assets and/or the New Stock of DCHC, Greater Southeast, Hadley, Pacifica and Michael Reese.

1.95 Sale Proceeds means the Cash proceeds of the Sale.

1.96 Schedules means the schedules of assets and liabilities and the statements of financial affairs filed by each of the Debtors on February 19, 2003 as required by

section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, including any supplements or amendments thereto through the Confirmation Date.

1.97 Secured Claim means a Claim (i) secured by Collateral and where the amount of such Claim is equal to or less than the value of such Collateral (A) as set forth in the Plan, (B) as agreed to by the holder of such Claim and the Debtors or, after the Effective Date, the Reorganized Debtors or the LLC Agent, as appropriate, or (C) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code.

1.98 Senior Claim means, with respect to any Cash, assets, Collateral or the proceeds thereof, a Claim with superior rights thereto relative to another Claim under the Plan or otherwise applicable law.

1.99 Tort Claim means any Claim, other than a Medical Malpractice Claim, relating to personal injury, property damage, or products liability or other similar Claims asserted against the Debtors that have not previously been compromised, settled or otherwise resolved.

1.100 Unsold Facility shall have the meaning set forth in section [6.2(d)].

1.101 Wind-Down Costs mean those expenses that may be incurred by the Distribution LLC in winding down any Unsold Facilities or, more generally, the affairs of the Debtors, including, but not limited to, any expenses associated with shutting down a hospital of the Debtors, any expenses incurred in complying with the WARN Act and any insurance, including tail insurance, purchased in connection with any wind-down activities.

1.102 Winning Bid(s) means the Bid or Bids, the acceptance of which, in the sole discretion of the Independent Director pursuant to the Bidding Procedures, is in the best interests of the Debtors' estate and the creditors' thereof.

1.103 Winning Bidder(s) means the holder or holders of the Winning Bid(s).

Construction of Certain Terms

The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. Any term used in the Plan that is not defined shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

Article II.

TREATMENT AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

2.1 Administrative Expense Claims. Except to the extent that any entity entitled to payment of any Allowed Administrative Expense Claim agrees to different treatment or as otherwise provided in section [2.2] below, the LLC Agent shall pay to each holder of an Allowed Administrative Expense Claim, on the later of the Effective Date and the date that such Allowed Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as practicable, an amount in Cash equal to the Allowed amount of such Claim; provided, however, that the Allowed Administrative Expense Claims representing obligations incurred in the ordinary course of business of the Debtors as Debtors-in-Possession or liabilities arising under loans or advances to or other obligations incurred by any of such Debtors-in-Possession (including, without limitation, Claims for medical malpractice that have arisen since the Commencement Date) shall be paid in full and performed by the LLC Agent or the Reorganized Debtors, as the case may be, in accordance with the terms and subject to the conditions of the particular transactions and any applicable agreement.

2.2 Professional Compensation and Reimbursement Claims. All entities seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement for expenses incurred through and including the Effective Date under section 503(b) of the Bankruptcy Code shall (a) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date that is 45 days after the Effective Date or such other date as may be fixed by the Bankruptcy Court, and (b) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed from the Distribution LLC (i) on the date such award is granted by a Final Order, or as soon thereafter as is practicable, or (ii) upon such other terms as may be mutually agreed upon by the relevant professional and the Debtors or, after the Effective Date, the LLC Agent.

2.3 Priority Tax Claims. Except to the extent that any entity entitled to payment of any Allowed Priority Tax Claim agrees to different treatment, the relevant Reorganized Debtor(s) under the Recapitalization Proposal, assuming it is the Winning

Bid, or if otherwise specifically assumed pursuant to the terms of a Winning Bid, shall pay to each holder of an Allowed Priority Tax Claim equal annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate equal to four percent (4%), over a period through the sixth anniversary of the date of assessment of such Allowed Priority Tax Claim, but the LLC Agent shall pay any Allowed Priority Claim not assumed by a Reorganized Debtor or Winning Bidder, as applicable, in full in Cash on the later of the Effective Date and the date such Allowed Priority Tax Claim becomes and Allowed Priority Tax Claim, or as soon thereafter as is practicable (with the first payment commencing on the first anniversary of the Effective Date).

Article III.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 Classes. Claims, other than Administrative Expense Claims and Priority Tax Claims, are classified for all purposes, including voting (unless otherwise specified), confirmation, and distribution pursuant to the Plan, as follows:

CLASS	STATUS	ENTITLED TO VOTE
Class 1 – DIP Claim	Unimpaired	No (deemed to accept)
Class 2 – Other Priority Claims	Unimpaired	No (deemed to accept)
Class 3 – HCRI Senior Secured Claim	Impaired	Yes
Class 4 – Medline Senior Secured Claim	Impaired	Yes
Class 5 – Other Secured Claims	Impaired	Yes
Class 6 – Medical Malpractice Claims	Impaired	Yes*
Class 7 – NCFE Secured Claims	Impaired	Yes
Class 8 – NCFE Ownership Claims	Impaired	Yes
Class 9 – Junior Secured Claims	Impaired	Yes
Class 10 – General Unsecured Claims	Impaired	Yes
Class 10(a) – Professional Liability Insurer Claims	Impaired	Yes**
Class 11 – Equity Interests	Impaired	No (deemed to reject)

* Unless the Recapitalization Proposal is the Winning Bid, in which case Medical Malpractice Claims shall be unimpaired.

** Unless the Recapitalization Proposal is the Winning Bid, in which case Professional Liability Insurer Claims shall be unimpaired.

3.2 Subclasses. For convenience of identification, the Plan groups Claims in Class 5, Class 7, Class 8 and Class 9, respectively, as belonging to a single Class. Each such Class comprises a group of subclasses, based upon the underlying property securing, or which is the subject of, such Claims, and each subclass is treated hereunder as a distinct Class for voting and distribution purposes. Similarly, the Plan groups Equity Interests in Class 11 as belonging to a single Class. Preferred and common stock interests comprise separate subclasses, and each subclass of Equity Interests in Class 11 is treated hereunder as a distinct Class for voting and distribution purposes.

Article IV.

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Class 1 - DIP Claim.

(a) Impairment and Voting. Class 1 is unimpaired by the Plan. Each holder of the DIP Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for the DIP Claim, the holder(s) of the DIP Claim, except to the extent the holder(s) of the DIP Claim has been paid by the Debtors prior to the Effective Date or agrees to different treatment, shall be paid in full in Cash on the Effective Date pursuant to the terms of the DIP Agreement from the Distribution LLC.

4.2 Class 2 - Other Priority Claims.

(a) Impairment and Voting. Class 2 is unimpaired by the Plan. Each holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for the Allowed Other Priority Claims, each holder of an Allowed Other Priority Claim shall receive, except to the extent that such holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, Cash from the LLC Agent in an amount equal to such Allowed Other Priority Claim on the later of the Effective Date and the date such

Allowed Other Priority Claim becomes an Allowed Other Priority Claim, or as soon thereafter as is practicable.

4.3 Class 3 - HCRI Senior Secured Claim.

(a) Impairment and Voting. Class 3 is impaired by the Plan. The holder of the HCRI Senior Secured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for any Allowed HCRI Senior Secured Claim, the holder of such Allowed HCRI Senior Secured Claim shall receive, except to the extent that the holder of such Allowed HCRI Senior Secured Claim has been paid by the Debtors prior to the Effective Date or agrees to different treatment,[3] on any Closing Date when any of the HCRI Pacifica Collateral is transferred to a Winning Bidder(s) or another party pursuant to a sale arranged by the LLC Agent, or as soon thereafter as is practicable, Cash from the Distribution LLC in the amount of the net proceeds received from such Winning Bidder(s) or other party attributable to such HCRI Pacifica Collateral; provided, however, that the sum of distributions provided to the holder of the Allowed HCRI Senior Secured Claim shall not exceed $18.8 million, plus accrued interest at the non-default rate since the Commencement Date; provided further, however, in the sole discretion of the LLC Agent, in the event any HCRI Pacifica Collateral constitutes Non-auctioned Property, the holder of such Allowed HCRI Senior Secured Claim may receive such Non-auctioned Property and the amount of the Allowed HCRI Senior Secured Claim shall be reduced by the value of such Non-auctioned Property.

4.4 Class 4 – Medline Senior Secured Claim.

(a) Impairment and Voting. Class 4 is impaired by the Plan. The holder of the Medline Senior Secured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for any Allowed Medline Senior Secured Claim, the holder of such Allowed Medline Senior Secured Claim shall receive, except to the extent that the holder of such Allowed Medline Senior Secured Claim has been paid by the Debtors

[3] HCRI may be a bidder for the HCRI Collateral in the Sale. To the extent it is, it may credit bid its Secured Claim in the Sale. HCRI has also agreed that if the New Stock is issued pursuant to the Recapitalization Proposal, it will retain its lien and restructure its debt as described in Exhibits [7] and [7D] to the Disclosure Statement. Certain payments are required to be made to HCRI in connection with the restructuring of its debt under the Recapitalization Proposal. Those payments will be made by the Distribution LLC if the Recapitalization Proposal is the Winning Bid.

prior to the Effective Date or agrees to different treatment,[4] on any Closing Date when any of the Medline Michael Reese Collateral is transferred to a Winning Bidder or another party pursuant to a sale arranged by the LLC Agent, or as soon thereafter as is practicable, Cash from the Distribution LLC in the amount of the net proceeds received from such Winning Bidder or such other party attributable to such Medline Michael Reese Collateral; provided, however, that the sum of distributions provided to the holder of the Allowed Medline Senior Secured Claim shall not exceed $15.6 million, plus accrued interest at the non-default rate since the Commencement Date; provided further, however, in the sole discretion of the LLC Agent, in the event any Medline Michael Reese Collateral constitutes Non-auctioned Property, the holder of such Allowed Medline Senior Secured Claim may receive such Non-auctioned Property and the amount of the Allowed Medline Senior Secured Claim shall be reduced by the value of such Non-auctioned Property.

4.5 Class 5 – Other Secured Claims.

(a) Impairment and Voting. Class 5 is impaired by the Plan. Each holder of an Allowed Other Secured Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for the Allowed Other Secured Claims, except to the extent that the holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or agrees to different treatment, on the later of the Closing Date when the Collateral securing such Allowed Other Secured Claim is transferred to a Winning Bidder or another party pursuant to a sale arrangement by the LLC Agent and the date such Allowed Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable, as determined by the terms of the Winning Bid(s), (i) such Allowed Other Secured Claim shall be reinstated and rendered unimpaired in accordance with section 1124(2) of the Bankruptcy Code, or (ii) the holder of such Allowed Other Secured Claim shall receive Cash from the LLC Agent in an amount equal to the lesser of the amount of the net proceeds received from such Winning Bidder or such other party attributable to such Collateral, after the satisfaction of all Senior Claims thereto, and the amount of such Allowed Other Secured Claim; provided, however, in the sole discretion of the LLC Agent, in the event such Collateral constitutes Non-auctioned Property, the holder of such Allowed Other Secured Claim may receive such Non-auctioned Property after the satisfaction of all Senior Claims thereto and the

[4] Medline may be a bidder for the Medline Michael Reese Collateral in the Sale. To the extent it is, it may credit bid its Secured Claim in the Sale. Medline has also agreed that if the New Stock is issued pursuant to the Recapitalization Proposal, it, among other things, will acquire Michael Reese's real property and certain equity in Reorganized DCHC for $24 million to be paid in cash and the cancellation of its Secured Claim, and it will lease back to Reorganized Michael Reese land and buildings sufficient to run its operations, all as more fully described in Exhibits [7] and [7C] to the Disclosure Statement.

amount of the Allowed Other Secured Claim shall be reduced by the value of such Non-auctioned Property.

4.6 Class 6 – Medical Malpractice Claims.

(a) Impairment and Voting. Subject to section 4.6(c) below, Class 6 is impaired by the Plan. Each holder of an Allowed Medical Malpractice Claim is entitled to vote to accept or reject the Plan.

(b) Distributions. Subject to section 4.6(c) below, in full and complete satisfaction, settlement and release of and in exchange for the Allowed Medical Malpractice Claims, prior to the Effective Date, the Debtors will cause the following to occur: (i) the execution of the Medical Malpractice Claimants Trust Agreement, thereby establishing the Medical Malpractice Claimants Trust; (ii) the payment by the Insurer(s) of an aggregate amount of $_____ to the Medical Malpractice Claimants Trust to satisfy Allowed Medical Malpractice Claims against Michael Reese; (iii) the payment by the Insurer(s) of an aggregate amount of $_____ to the Medical Malpractice Claimants Trust to satisfy Allowed Medical Malpractice Claims against Greater Southeast, Hadley, Pacifica and DCHC.

The Medical Malpractice Claimants Trust will assume full responsibility for (i) resolving all Medical Malpractice Claims pursuant to the Medical Malpractice Claimants Trust Agreement and the Malpractice Claims Resolution Process provided therein, (ii) making payments in full on account of Medical Malpractice Claims that become Allowed under the conditions set forth in the Medical Malpractice Claimants Trust Agreement, (iii) fulfilling its other obligations under the Medical Malpractice Claimants Trust Agreement and (iv) paying its own costs and expenses. Holders of Medical Malpractice Claims shall have recourse only against the Medical Malpractice Claimants' Trust on account of their Medical Malpractice Claims.

The Debtors are currently in negotiations with their insurers with respect to funding the Medical Malpractice Claimants Trust. To the extent that this funding is not forthcoming and the Recapitalization Proposal is not the Winning Bid, the Debtors will amend the Plan to eliminate Class 6 and Class 10(a) and the holders of Class 6 and Class 10(a) claims will be classified as Class 10 General Unsecured Claims.

(c) Recapitalization Proposal.

(i) Notwithstanding the foregoing, if the Recapitalization Proposal is the Winning Bid, Class 6 shall be unimpaired by the Plan. Each holder of a Medical Malpractice Claim then will be conclusively presumed to have accepted the Plan and its vote, to the extent cast, shall be disregarded.

(ii) If the Recapitalization Proposal is the Winning Bid, the Reorganized Debtors shall assume liability for all of their respective Medical Malpractice Claims and joint and several liability for all Medical Malpractice Claims of Pine Grove, and the legal, equitable and contractual rights to which a Medical Malpractice Claim

entitles the holder thereof shall be unaltered. The Reorganized Debtors also will assume and be entitled to the benefits of any insurance that is available to the Debtors for Medical Malpractice Claims, in accordance with the provisions set forth in Class 10(a) below. The holders of Medical Malpractice Claims shall be entitled to payment, in accordance with applicable law, only to the extent those claims are liquidated by a court or other appropriate tribunal of competent jurisdiction or settled by the Reorganized Debtors. Nothing herein allows or accelerates a right to payment by or for the holder of any Medical Malpractice Claim.

4.7 Class 7 – NCFE Secured Claims.

(a) Impairment and Voting. Class 7 is impaired by the Plan. The holders of Allowed NCFE Secured Claims are entitled to vote to accept or reject the Plan.

(b) Distributions. In full and complete satisfaction, settlement and release of and in exchange for any Allowed NCFE Secured Claim, the holder of such Allowed NCFE Secured Claim shall receive, except to the extent that the holder of such Allowed NCFE Secured Claim has been paid by the Debtors prior to the Effective Date or agrees to different treatment, on the later of any Closing Date when any of the Collateral securing such Allowed NCFE Secured Claim is transferred to a Winning Bidder or another party pursuant to a sale arranged by the LLC Agent and the date such Allowed NCFE Secured Claim becomes an Allowed NCFE Secured Claim, or as soon thereafter as is practicable, Cash from the Distribution LLC equal to the lesser of the amount of the net proceeds received from such Winning Bidder or such other party attributable to such Collateral, after the satisfaction of all Senior Claims thereto, and the amount of such Allowed NCFE Secured Claim; provided, however, in the sole discretion of the LLC Agent, in the event such Collateral constitutes Non-auctioned Property, the holder of such Allowed NCFE Secured Claim may receive such Collateral after the satisfaction of all Senior Claims thereto and the amount of such Allowed NCFE Secured Claim shall be reduced by the value of such Non-auctioned Property; provided further, however:

(i) To the extent the total distribution received by the holder of such Allowed NCFE Secured Claim is less than the amount of such Allowed NCFE Secured Claim, and to the extent such deficiency is attributable to the use by the Debtors of Cash Collateral, the priming of such Allowed NCFE Secured Claim by the DIP Claim or the imposition of the automatic stay pursuant to Section 362 of the Bankruptcy Code, the holder of such Allowed NCFE Secured Claim shall receive a Junior Secured Claim in an amount equal to such deficiency; but

(ii) To the extent the total distribution received by the holder of such Allowed NCFE Secured Claim is less than the amount of such Allowed NCFE Secured Claim, and to the extent such deficiency is not attributable to the use by the Debtors of Cash Collateral, the priming of such Allowed NCFE Secured Claim by the DIP Claim or the imposition of