

**Exhibit 2**

**The Plan**

**THIS PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT FOR DISSEMINATION. UNTIL APPROVED, IT SHOULD NOT BE RELIED UPON BY ANY PERSON OR ENTITY, NOR MAY IT BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES.**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
 In re : Chapter 11  
 :  
 SP Wind Down Inc., f/k/a, Spheris Inc., : Case No. 10-10352 (KG)  
 et al., :  
 :  
 Debtors. : Jointly Administered  
 -----X

**FIRST AMENDED JOINT LIQUIDATING PLAN OF  
SP WIND DOWN INC., F/K/A SPHERIS INC., AND ITS AFFILIATED DEBTORS**

Dated: Wilmington, Delaware  
July 13, 2010

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## INTRODUCTION

SP Wind Down Inc., f/k/a Spheris Inc., and the other debtors and debtors in possession in the above-captioned cases, as set forth on Exhibit A hereto, and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases<sup>1</sup> propose the following first amended joint liquidating plan of reorganization for the resolution of the outstanding Claims against and Equity Interests in the Debtors. The Plan provides for the substantive consolidation of the Debtors. Reference is made to the Disclosure Statement for a summary and analysis of the Plan, and certain related matters including, among other things, a trust to be established for the benefit of certain creditors and certain tax matters related to the consideration to be issued and/or distributed under this Plan. The Proponents reserve the right to alter, amend, modify, revoke or withdraw this Plan.

Parties are encouraged to read the Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject the Plan. No materials other than the Disclosure Statement and the respective schedules and exhibits attached thereto and referenced therein have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

## ARTICLE I

### DEFINITIONS AND CONSTRUCTION OF TERMS

A. Definitions. As used herein, the following terms have the respective meanings specified below:

1.01. Administrative Expense Claim means any right to payment constituting a cost or expense of administration of any of the Chapter 11 Cases under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the estates of the Debtors and, any actual and necessary costs and expenses of operating the business of the Debtors, any indebtedness or obligations incurred or assumed by the Debtors in Possession in connection with the conduct of their business, but not including Fee Claims or U.S. Trustee Fees.

1.02. Allowed means, with reference to any Claim or Administrative Expense Claim against the Debtors: (i) any Claim that has been listed by the Debtors in their respective Schedules, as such Schedules have been or may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed; provided, however, that any such Claim listed in the Schedules that has been paid (a) by the Debtors after the Petition Date pursuant to order of the Bankruptcy Court, or (b) by the Purchasers as an Assumed Liability (as defined in the Purchase Agreement), shall not be considered an Allowed Claim; (ii) any Claim or Administrative Expense Claim allowed pursuant to the Plan; (iii) any Claim or Administrative Expense Claim that is not Disputed; (iv) any Claim or Administrative Expense Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Reorganized

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meanings set forth in Article I herein.

Debtors pursuant to a Final Order of the Bankruptcy Court or under the Plan; or (v) any Claim or Administrative Expense Claim that has been Allowed by Final Order. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder. Unless otherwise specified herein or by order of the Bankruptcy Court, “Allowed Administrative Expense Claim” or “Allowed Claim” shall not, for any purpose under the Plan, include interest on such Administrative Expense Claim or Claim from and after the Petition Date. An Allowed Claim shall be net of any setoff amount of any Claim that may be asserted by any Debtor against the holder of such Claim, which amount shall be deemed setoff pursuant to the terms of the Plan.

1.03. Assigned Causes of Action means any and all Causes of Action other than those released under the Plan.

1.04. Avoidance Action means any avoidance or equitable subordination or recovery actions under sections 105, 502(d), 510, 542 through 551, and 553 of the Bankruptcy Code.

1.05. Ballot means the form distributed to each holder of an impaired Claim that is entitled to vote to accept or reject the Plan, on which is to be indicated acceptance or rejection of the Plan.

1.06. Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

1.07. Bankruptcy Court means the United States Bankruptcy Court for the District of Delaware, or any other court exercising jurisdiction over the Chapter 11 Cases or any proceeding therein.

1.08. Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any local rules of the Bankruptcy Court.

1.09. Bar Date means any deadline for filing proofs of Claim and administrative expense request forms against a Debtor with respect to (a) Claims that arose on or prior to the Petition Date, or (b) Administrative Expense Claims, including 503(b)(9) Claims, as established by an order of the Bankruptcy Court.

1.10. Bar Date Order means the order entered by the Court on May 13, 2010 [Docket No. 400] approving the Bar Dates (as defined in the Bar Date Order) and form and manner of notice thereof.

1.11. Business Day means any day other than a Saturday, Sunday, or any “legal holiday” as defined in Bankruptcy Rule 9006(a).

1.12. Cash means legal tender of the United States of America and equivalents thereof.

1.13. Causes of Action means, without limitation, any and all actions, causes of action, Avoidance Actions, controversies, liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever owned by any of the Debtors, whether known or unknown,

reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, whether assertable directly, indirectly, derivatively or in any representative or other capacity, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, failure to act, error, omission, transaction, occurrence or other event arising or occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

1.14. Chapter 11 Cases means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors, which are being jointly administered under case caption In re SP Wind Down Inc., f/k/a Spheris Inc., et al., Chapter 11 Case No. 10-10352 (KG), and are currently pending before the Bankruptcy Court.

1.15. Charging Lien means any Lien (as defined in the Indenture) granted to, and held by, the Indenture Trustee, including pursuant to Section 7.07 of the Indenture.

1.16. Chief Wind-Down Officer means an individual designated by the Creditors' Committee to serve as an officer of the Reorganized Debtors. The Chief Wind-Down Officer may be the same individual as, or affiliated with, the Liquidation Trustee.

1.17. Claim means "claim" as defined in section 101(5) of the Bankruptcy Code.

1.18. Claims and Voting Agent means The Garden City Group, Inc.

1.19. Class means a class of holders of Claims or Equity Interests as set forth in Article III of the Plan.

1.20. Collateral means any property or interest in property of the estates of the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

1.21. Creditors' Committee means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as constituted from time to time.

1.22. Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.23. Confirmation Hearing means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.24. Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.25. DB Claim means the Claims asserted by the Swap Counterparty. Pursuant to the DB Settlement, the DB Claim shall be Allowed as a Class 2 Other Secured Claim in the aggregate amount of \$1,500,000.

1.26. DB Settlement means the settlement between the Debtors and the Swap Counterparty, as defined in Section 13.16 of this Plan.

1.27. Debtors means each of the debtors and debtors in possession listed on Exhibit A annexed hereto.

1.28. Disclosure Statement means the disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.29. Disclosure Statement Order means the order of the Bankruptcy Court approving the Disclosure Statement.

1.30. Disputed means, with reference to any Claim or Administrative Expense Claim, (i) any Claim or Administrative Expense Claim proof of which was timely and properly filed, and which is disputed under the Plan or as to which the Debtors, the Reorganized Debtors, the Liquidation Trustee or the Creditors' Committee have interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order, and (ii) any Claim or Administrative Expense Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed.

1.31. Distribution means a distribution of Cash or other property pursuant to the Plan.

1.32. Distribution Date means any date that is (a) the Effective Date, (b) the Initial Distribution Date, (c) any Interim Distribution Date, or (d) the Final Distribution Date.

1.33. Distribution Record Date means the Confirmation Date, or such other date as shall be set forth in the Confirmation Order.

1.34. Effective Date means such day that is the business day as soon as reasonably practicable after all conditions to the occurrence of the effective date set forth in Section 11.02 hereof have been satisfied or waived.

1.35. Equitably Subordinated Claim means any Claim that has been equitably subordinated under section 510(c) of the Bankruptcy Code, pursuant to a Final Order.

1.36. Equity Interest means any share of common or preferred stock or other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire any such interest.

1.37. Estate means each estate created in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

1.38. Fee Claims have the meaning given to them in Section 2.03 of the Plan.

1.39. Final Distribution Date means the first Business Day that is 20 days (or such longer period as may be reasonably determined by the Liquidation Trustee) after the date on which all Disputed Claims have been resolved by Final Order.

1.40. Final Order means an order, ruling or judgment that (a) is in full force and effect, (b) is not stayed, and (c) is no longer subject to review, reversal and modification or amendment, by appeal or writ of certiorari; provided, however, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Civil Procedure or the Bankruptcy Rules, may be filed relating to such order, ruling or judgment shall not cause such order, ruling or judgment not to be a Final Order.

1.41. General Unsecured Claim means an unsecured nonpriority claim against a Debtor, including an Insurance Claim or an Unsecured Lender Claim, but not a Senior Subordinated Note Claim. For the avoidance of doubt, the following claims do not constitute General Unsecured Claims: Administrative Expense Claims, Secured Claims, Senior Subordinated Note Claims or Fee Claims.

1.42. Holdback Amount means, with respect to Professional Fees, amounts held back pursuant to an order or orders of the Bankruptcy Court in the Chapter 11 Cases, including the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated March 2, 2010 [Docket No. 147].

1.43. Holdback Amount Reserve means, with respect to Professional Fees, a reserve established by the Liquidation Trustee on the Effective Date for the benefit of the Professionals, and to be held in trust for the Professionals, for the payment of the Holdback Amount.

1.44. Indenture means that certain indenture dated December 22, 2004, pursuant to which SP Wind Down issued Senior Subordinated Notes in the principal amount of \$125 million, which mature on December 15, 2012, and which are unsecured obligations.

1.45. Indenture Trustee means The Bank of New York Mellon, as indenture trustee pursuant to the Indenture.

1.46. Indenture Trustee Fee Claim means the claim of the Indenture Trustee for compensation and reimbursement of expenses pursuant to the terms of the Indenture and/or documents ancillary thereto.

1.47. Initial Distribution Date means the first Business Day that is 20 days after the Effective Date, or such longer period as may be reasonably determined by the Liquidation Trustee, to make initial Distributions under the Plan.

1.48. Insurance Claim means any Claim arising from an incident or occurrence that is covered under one or more of the Debtors' insurance policies, and is: (a) asserted or which can be asserted against the Debtors and/or the Debtors' insurers; or (b) asserted or which can be asserted against any current or former employee of the Debtors, any insureds or any additional insureds (to the extent the Claim against such employee and additional insured, as applicable, is covered under such insurance policies).

- 1.49. Intercompany Claim means any Claim held by a Debtor against another Debtor.
- 1.50. Interim Distribution Date means any date, other than the Final Distribution Date, after the Initial Distribution Date on which the Liquidation Trustee determines that an interim distribution should be made to holders of Allowed Claims in light of, *inter alia*, resolutions of Disputed Claims and the administrative costs of such a distribution.
- 1.51. Lien shall have the meaning set forth in section 101(37) of the Bankruptcy Code.
- 1.52. Liquidation Trust means the trust created pursuant to the Plan and Liquidation Trust Agreement.
- 1.53. Liquidation Trust Advisory Board shall have the meaning set forth in section 5.02 hereof.
- 1.54. Liquidation Trust Agreement means the agreement governing, among other things, the retention and duties of the Liquidation Trustee, as described in Article V of the Plan, which shall be in form and substance reasonably satisfactory to the Debtors and the Creditors' Committee and filed in the Plan Supplement.
- 1.55. Liquidation Trust Assets means all rights, title and interest in the Debtors' assets as of the day prior to the Effective Date, including, without limitation, the Debtors' Cash and the Assigned Causes of Action. The Liquidation Trust Assets shall be transferred by the Reorganized Debtors to the Liquidation Trust on the Effective Date, free and clear of all liens, claims and encumbrances.
- 1.56. Liquidation Trust Beneficiaries mean the holders of Allowed Claims that are entitled to a Distribution under this Plan, solely to the extent that such Claims have not been Paid in Full.
- 1.57. Liquidation Trustee means the trustee appointed by the Creditors' Committee, in consultation with the Debtors, to administer the Liquidation Trust.
- 1.58. LT Reserve means any reserve established by the Liquidation Trustee on account of Claims that are Disputed.
- 1.59. MedQuist Claim means the Administrative Expense Claim filed by MedQuist Inc. against each of the Debtors in the aggregate amount of \$21,300,000.
- 1.60. Non-Tax Priority Claim means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.
- 1.61. Other Secured Claim means any Secured Claim other than a Secured Claim arising from or related to the Senior Credit Agreement, including the DB Claim relating to the Swap Obligations.

1.62. Paid in Full, Payment in Full, or Pay in Full means, with respect to an Allowed Claim, payment in Cash or other consideration in an aggregate amount equal to the Allowed amount thereof.

1.63. Person means an individual, a corporation, a partnership, a limited liability company, an association, a trust, a governmental authority, a labor union or other entity or organization.

1.64. Petition Date means February 3, 2010.

1.65. Plan means this chapter 11 liquidating plan, including the Plan Supplement and all exhibits, supplements, appendices, and schedules hereto, either in its present form or as the same may be altered, amended, or modified from time to time.

1.66. Plan Documents means those documents necessary to effectuate the Plan following entry of the Confirmation Order, and to be contained in the Plan Supplement (which shall be subject to revision and modification prior to the Effective Date).

1.67. Plan Supplement means the supplemental appendix to this Plan, to be filed on or prior to the date that is five (5) days prior to the Confirmation Hearing, which will contain, as the case may be and to the extent applicable under the Plan as of the Confirmation Date, draft forms or signed copies, or the material terms, of the following, each in a form and substance reasonably satisfactory to the Debtors and the Creditors' Committee: the Liquidation Trust Agreement, and list of agreements, if any, to be assumed.

1.68. Priority Tax Claim means any Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.69. Professional(s) means each Person retained by order of the Bankruptcy Court in connection with the Chapter 11 Cases pursuant to sections 327, 328, 330, or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to an order of the Bankruptcy Court.

1.70. Professional Fees means, at any given moment, all accrued and/or unpaid fees and expenses (including, without limitation, fees or expenses allowed or awarded by the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, accounting and other services and reimbursement of expenses related thereto that are awardable and allowable under sections 328, 330(a), 331, 503(b) or 1103(a) of the Bankruptcy Code or otherwise and that are rendered (a) prior to the Effective Date, or (b) thereafter in connection with (i) applications filed pursuant to section 330, 331, 503(b) or 1103(a) of the Bankruptcy Code and (ii) motions seeking the enforcement of the provisions of the Plan or Confirmation Order, by all Professionals retained in the Chapter 11 Cases, except to the extent (x) that the Bankruptcy Court has disallowed or denied authority to pay or reimburse such fees and expenses by a Final Order, or (y) any such fees and expenses have previously been paid, regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies by a Final Order any amount of a Professional's fees or expenses, then those amounts shall no longer be Professional Fees.

1.71. Pro Rata means proportionate, so that, for example, the ratio of (a) the amount of all consideration distributed on account of an Allowed Claim to (b) the amount of such Allowed Claim is the same as the ratio of (x) the amount of all consideration distributed on account of all Allowed Claims in the Class in which such Claim is classified to (y) the amount of all Allowed Claims in such Class.

1.72. Proponents means the Debtors and the Creditors' Committee, as co-proponents of this Plan.

1.73. Purchase Agreement means that certain Stock and Asset Purchase Agreement, as amended, dated April 15, 2010 by and among the Debtors, CBay Inc. and MedQuist, Inc.

1.74. Purchased Assets means the "Purchased Assets," as defined in the Purchase Agreement.

1.75. Purchasers means CBay Inc. and MedQuist, Inc.

1.76. Released Parties means, collectively: (a) the Debtors, and their directors, officers, employees, agents, members, direct and indirect shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such, and only if such Persons occupied such positions at any time on or after the Petition Date; (b) the Creditors' Committee and its members, and each of their respective directors, officers, employees, agents, members, direct and indirect shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such; and (c) the Liquidation Trust, the Liquidation Trustee, members of the Liquidation Trust Advisory Board and each of their officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such.

1.77. Reorganized Debtors means the Debtors on and after the Effective Date, including after giving effect to the substantive consolidation of their Estates and the mergers contemplated by Section 6.01 hereof.

1.78. Schedules means the schedules of assets and liabilities, the lists of holders of Equity Interests, and the statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto filed with the Bankruptcy Court through and including the Confirmation Date.

1.79. Secured Claim means any Claim that is: (a) secured by a valid, perfected and enforceable lien on property in which the Estates have an interest and that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, to the extent of the value of the Claim holder's interest in the Estate, interest in such property as of the Confirmation Date; or (b) subject to setoff under section 553 of the Bankruptcy Code, or to the extent of the amount subject to setoff, each as determined pursuant to sections 506(a) and 1111(b) of the Bankruptcy Code.

1.80. Securities Law Claim means any Claim, whether or not the subject of an existing lawsuit (a) arising from rescission of a purchase or sale of any equity securities of any Debtor or an affiliate of any Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in this Plan, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including, without limitation (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtors, pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Petition Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), and (ii) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the sale of equity securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

1.81. Senior Credit Agreement means that certain credit agreement dated July 17, 2007, by and among SP Operations, as borrower, the other Debtors, as guarantors, Ableco Finance LLC as collateral agent, Cratos Capital Management, LLC as administrative agent, and certain lenders party thereto, as amended, modified, supplemented or restated from time to time, and all attendant instruments, agreements and other documents.

1.82. Senior Subordinated Note Claim means any Claim arising from, or related to, the Senior Subordinated Notes, which Claims shall be deemed Allowed in the aggregate amount of \$133,676,000 as of the Effective Date.

1.83. Senior Subordinated Notes means those certain notes issued pursuant to the Indenture.

1.84. SP Holding means SP Wind Down Holding II, Inc., f/k/a Spheris Holding II, Inc.

1.85. SP Operations means SP Wind Down Operations LLC, f/k/a Spheris Operations LLC.

1.86. SP Wind Down means SP Wind Down Inc., f/k/a Spheris Inc.

1.87. Subordinated Claim means any Securities Law Claim or Equitably Subordinated Claim.

1.88. Swap Agreements mean those certain letter agreements regarding those certain Interest Rate Swap Transactions, dated October 11, 2007, between Deutsche Bank AG and SP Wind Down.

1.89. Swap Claim means any Claim against a Debtor held by a Swap Counterparty relating to the Swap Agreements, including the DB Claim.

1.90. Swap Counterparty means Deutsche Bank AG, and each of its successors and assigns, each in its capacity as counterparty to one of the Swap Agreements.

1.91. Swap Obligations means the amounts outstanding under the Swap Agreements.

1.92. Unsecured Claim Distribution means the aggregate amount of Cash or funds realizable from assets of the Estates available for payment of the Allowed Claims, after the payment in full of Allowed Administrative Expense Claims, Allowed Fee Claims, U.S. Trustee Fees, Allowed Priority Tax Claims, Allowed Non-Tax Priority Claims, Allowed Other Secured Claims and Wind-Down Expenses.

1.93. Unsecured Credit Agreement Claim means any unsecured Claim arising from, or related to, the indemnification and expense reimbursement provisions of the Secured Credit Agreement (including, without limitation, Sections 10.05 and 12.15 thereof).

1.94. Unsecured Lender Claim means any Swap Claim or Unsecured Senior Credit Agreement Claim.

1.95. U.S. Trustee Fees means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

1.96. Voting Deadline means the date specified in the Disclosure Statement, the Disclosure Statement Order, the ballots, or related solicitation documents approved by the Bankruptcy Court as the last date, as such date has been, and may be further, extended for holders of impaired Claims entitled to vote to submit their ballots with respect to this Plan.

1.97. Wind-Down Expenses means: (a) any costs and expenses of winding down the Estates and/or the Debtors after the Effective Date, including, without limitation, any compensation paid to the Chief Wind-Down Officer, professionals and consultants retained by the Chief Wind-Down Officer, and payment of statutory fees and taxes required to be paid in connection with dissolving each of the former Debtors; and (b) any costs and expenses of the Liquidation Trust, including, without limitation, any compensation paid to the Liquidation Trustee, professionals and consultants retained by the Liquidation Trust, and any fees and expenses associated with maintaining the Liquidation Trust Assets, making Distributions in accordance with this Plan, and otherwise administering the Liquidation Trust.

B. Interpretation; Application of Definitions and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter. Unless otherwise specified, all section, article, schedule, or exhibit references in the Plan are to the respective Section in, Article of, Schedule to, or Exhibit to, the Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. Except for the rule contained in section 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan. To the extent there is any

inconsistency between any of the provisions of this Plan and any of the provisions contained in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

C. Appendices and Plan Documents. All Plan Documents and appendices to the Plan are incorporated into this Plan by reference and are a part of this Plan as if set forth in full herein. The documents contained in the exhibits and the Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Holders of Claims and Equity Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or at [www.gardencitygroup.com/cases/SPWinddown](http://www.gardencitygroup.com/cases/SPWinddown), or obtain a copy of the Plan Documents by sending a written request to the following address:

The Garden City Group, Inc.  
Attn: SP Case Administration  
P.O. Box #9574  
Dublin, Ohio 43017-4874  
Telephone: (614) 289-5400  
E-mail: SPHteam@gardencitygroup.com

## ARTICLE II

### **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS**

2.01. Administrative Expense Claims. Except to the extent that any entity entitled to payment of any Allowed Administrative Expense Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim.

2.02. Time for Filing Administrative Expense Claims. The holder of an Administrative Expense Claim accruing on or after May 1, 2010, other than: (a) a Fee Claim; (b) an Administrative Expense Claim that has been Allowed on or before the Effective Date; and (c) a claim for U.S. Trustee Fees, must submit to the Claims and Voting Agent and serve on the Reorganized Debtors and their counsel, and the Liquidation Trustee and counsel to the Liquidation Trust, a request for such Administrative Expense Claim so as to be received by 5:00 p.m. (prevailing Eastern Time) on the date that is forty (40) days after service of notice of occurrence of the Effective Date. Such request must include at a minimum: (i) the name of the Debtor(s) that are purported to be liable for the Administrative Expense Claim; (ii) the name of the holder of the Administrative Expense Claim; (iii) the amount of the Administrative Expense Claim; (iv) the basis of the Administrative Expense Claim; and (v) supporting documentation for the Administrative Expense Claim. The holder of an Administrative Expense Claim accruing from the Petition Date through April 30, 2010 must file an administrative expense request in accordance with the Bar Date Order. For the avoidance of doubt, this Section 2.02 of the Plan shall not be applicable to any Indenture Trustee Fee Claim, which Indenture Trustee Fee Claim

shall be paid pursuant to Section 6.07 of the Plan. **FAILURE TO FILE AND SERVE SUCH NOTICE OR REQUEST TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

2.03. Professional Compensation and Reimbursement Claims.

(a) All Fee Claims must be filed with the Bankruptcy Court and served on the Reorganized Debtor(s) and their counsel, the Liquidation Trustee and counsel for the Liquidation Trust, the U.S. Trustee, and former counsel to the Creditors' Committee no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in the Chapter 11 Cases, the allowed amounts of such Fee Claims shall be determined by the Bankruptcy Court. For the avoidance of doubt, this Section 2.03 of the Plan shall not be applicable to any Indenture Trustee Fee Claim, which Indenture Trustee Fee Claim shall be paid pursuant to Section 6.07 of the Plan. **FAILURE TO FILE AND SERVE FINAL FEE APPLICATIONS TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING FEE CLAIMS BEING FOREVER BARRED AND DISCHARGED.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than sixty (60) days after the Effective Date or such other date as may be established by the Bankruptcy Court.

(b) Treatment of Fee Claims.

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 2.03(a) shall be payable to the extent approved by order of the Bankruptcy Court. Subject to the Holdback Amount, on the Effective Date, or as soon thereafter as reasonably practicable, to the extent not otherwise paid, all allowed Professional Fees (including estimated fees through the Effective Date) shall be Paid in Full in Cash. To receive payment on the Effective Date for unbilled fees and expenses incurred through the Effective Date, each Professional shall reasonably estimate fees and expenses due for unbilled fees and expenses for periods that will not have been billed as of the Effective Date and shall deliver such estimates to the Debtors and the U.S. Trustee prior to the Effective Date. If the estimated payment received by such Professional exceeds the actual allowed Professional Fees for the estimated period, such excess amount shall be deducted from the Holdback Amount for such Professional and if the Holdback Amount is insufficient, such Professional shall disgorge the difference. If the estimated payment received by the Professional is lower than the allowed Professional Fees of such Professional, the difference shall be promptly paid to the Professional.

On the Effective Date, the Reorganized Debtor(s) shall fund the Holdback Amount Reserve for payment of the Holdback Amount. Upon final allowance by the Bankruptcy Court of the Professional Fees, or entry of an earlier order of the Bankruptcy Court granting the release of the Holdback Amount, such amount, *less* any excess paid in connection with estimated fees and expenses through the Effective Date, shall be paid promptly and directly to the Professionals.

2.04. Priority Tax Claims. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Liquidation Trustee, either (a) on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Allowed Claim, or (b) deferred Cash payments following the Effective Date, over a period ending not later than five (5) years after the Petition Date, in an aggregate amount equal to the Allowed amount of such Priority Tax Claim. Any Claim or demand for fines or penalties related to a Priority Tax Claim shall be disallowed and the holder of an Allowed Priority Tax Claim shall not assess or attempt to collect any such fine or penalty from the Reorganized Debtors or the Liquidation Trustee.

### ARTICLE III

#### CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims and Priority Tax Claims, and Equity Interests, are classified for all purposes, including voting, confirmation, and distribution pursuant to the Plan, as follows:

Class	Designation	Impairment	Entitled to Vote
Class 1	Non-Tax Priority Claims	Unimpaired	No (conclusively presumed to accept)
Class 2	Other Secured Claims	Unimpaired	No (conclusively presumed to accept)
Class 3	General Unsecured Claims	Impaired	Yes
Class 4	Senior Subordinated Note Claims	Impaired	Yes
Class 5	Subordinated Claims	Impaired	No (deemed to reject)
Class 6	Equity Interests	Impaired	No (deemed to reject)

### ARTICLE IV

#### TREATMENT OF CLAIMS AND EQUITY INTERESTS

##### 4.01. CLASS 1 - NON-TAX PRIORITY CLAIMS.

(a) Impairment and Voting. Class 1 is unimpaired by the Plan. Each holder of an Allowed Non-Tax Priority Claim is not entitled to vote to accept or reject the Plan because it is unimpaired and conclusively deemed to have accepted the Plan, pursuant to section 1126(f) of the Bankruptcy Code.

(b) Treatment. Except to the extent that a holder of an Allowed Non-Tax Priority Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Non-Tax Priority Claim shall receive Cash in an amount equal to such Allowed Non-Tax Priority Claim on the later of the Effective Date and the date such Allowed Non-Tax Priority Claim becomes an Allowed Non-Tax Priority Claim, or as soon thereafter as is practicable.

4.02. CLASS 2 - OTHER SECURED CLAIMS.

(a) Impairment and Voting. Class 2 is unimpaired by the Plan. Each holder of an Other Secured Claim is not entitled to vote to accept or reject the Plan because it is unimpaired and conclusively deemed to have accepted the Plan, pursuant to section 1126(f) of the Bankruptcy Code.

(b) Treatment. Except to the extent that a holder of an Allowed Other Secured Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Other Secured Claim shall receive, at the Debtors' or Liquidation Trustee's option: (i) Cash in an amount equal to such Allowed Other Secured Claim; or (ii) deferred Cash payments in such amount, to the extent permissible under the Bankruptcy Code, on the later of the Effective Date and the date such Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable.

4.03. CLASS 3 - GENERAL UNSECURED CLAIMS.

(a) Impairment and Voting. Class 3 is impaired by the Plan. Each holder of a General Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. Each holder of an Allowed General Unsecured Claim as of the Distribution Record Date shall be entitled to receive, subject to the terms of the Plan and in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed General Unsecured Claim, its Pro Rata share of the Unsecured Claim Distribution.

4.04. CLASS 4 – SENIOR SUBORDINATED NOTE CLAIMS.

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

(b) Treatment. Each holder of an Allowed Senior Subordinated Note Claim shall be entitled to receive, subject to the terms of the Plan and in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed Senior Subordinated Note Claim, its Pro Rata share of the Unsecured Claim Distribution.

4.05. CLASS 5 – SUBORDINATED CLAIMS.

(a) Impairment and Voting. Class 5 is impaired by the Plan. Each holder of a Subordinated Claim is deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. The holders of Subordinated Claims shall not receive any distributions on account of such Claims.

4.06. CLASS 6 - EQUITY INTERESTS.

(a) Impairment and Voting. Class 6 is impaired by the Plan. Each holder of an Equity Interest is deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

(b) Distributions. The holders of Equity Interests shall not receive any distributions on account of such interests. On the Effective Date, all Equity Interests in SP Holding shall be deemed cancelled.

**ARTICLE V**

**IMPLEMENTATION OF THE PLAN**

5.01. Substantive Consolidation of the Debtors.

(a) Entry of the Confirmation Order shall constitute the approval, pursuant to sections 105(a), 541, 1123 and 1129 of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors for all purposes, including voting, confirmation, and distribution. On and after the Effective Date, (i) all assets and liabilities of the Debtors shall be treated as though they were pooled, (ii) no distributions shall be made under the Plan on account of any Claim held by a Debtor against any other Debtor, (iii) no distributions shall be made under the Plan on account of any Equity Interest held by a Debtor in any other Debtor, and (iv) all guarantees of any Debtors of the obligations of any other Debtor shall be eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor, and any joint or several liability of any of the Debtors shall be one obligation of the substantively consolidated Debtors.

(b) The substantive consolidation effected pursuant to Section 5.01(a) of the Plan shall not affect, without limitation, (i) defenses to any Cause of Action or requirements for any third party to establish mutuality in order to assert a right of setoff, or (ii) distributions out of any insurance policies or proceeds of such policies.

(c) The Disclosure Statement and this Plan shall be deemed to be a motion requesting that the Bankruptcy Court approve the substantive consolidation provided for in this Plan. Unless an objection to the proposed substantive consolidation is made in writing by any creditor purportedly affected by such substantive consolidation on or before the deadline to object to confirmation of this Plan, or such other date as may be fixed by the Bankruptcy Court, the substantive consolidation proposed by this Plan may be approved by the Bankruptcy Court at the Confirmation Hearing. In the event any such objections are timely filed, a hearing with respect thereto shall be scheduled by the Bankruptcy Court, which hearing may, but need not, be the Confirmation Hearing.

(d) In the event the Bankruptcy Court determines that substantive consolidation of the Debtors is not appropriate, the Debtors may request that the Bankruptcy Court otherwise confirm the Plan and the treatment of and distribution to the different Classes under the Plan on a Debtor-by-Debtor basis. Furthermore, the Debtors reserve their right to seek confirmation of the Plan without implementing substantive consolidation, and request that the Bankruptcy Court approve the treatment of and distribution to the different Classes under the Plan on a Debtor-by-Debtor basis.

#### 5.02. Liquidation Trust.

(a) Creation of the Liquidation Trust. On or before the Effective Date, the Liquidation Trust shall be formed pursuant to the Liquidation Trust Agreement and the filing of a certificate of trust with the Delaware Secretary of State. The Liquidation Trustee shall administer the Liquidation Trust. It is contemplated that the Liquidation Trustee will report to an advisory board of individuals appointed by the Creditors' Committee in its sole discretion (the "Liquidation Trust Advisory Board"). The Liquidation Trustee will have authority to retain, on behalf of the Liquidation Trust, any counsel, financial advisors, claims agent, auditors, or other such professionals as it deems appropriate at all times. The Liquidation Trust may select any of the foregoing professionals in its sole discretion, and prior employment in any capacity in the Chapter 11 Cases on behalf of the Debtors, their estates, the Creditors' Committee shall not preclude the Liquidation Trust's retention of such professionals. The Liquidation Trust Beneficiaries' interests in the Liquidation Trust shall be uncertificated and, subject to applicable law, shall only be transferable upon the death of the applicable Liquidation Trust Beneficiary or pursuant to applicable law.

(b) Purpose of the Liquidation Trust. On the Effective Date, the Debtors shall transfer, on behalf of the Liquidation Trust Beneficiaries, the Liquidation Trust Assets to the Liquidation Trust. The Liquidation Trust shall be established as a liquidating trust for the primary purpose of monetizing and distributing the Liquidation Trust Assets to the Liquidation Trust Beneficiaries. In connection with the vesting and transfer of the Liquidation Trust Assets, including the Causes of Action, any attorney-client privilege, work-product protection or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidation Trust shall vest in the Liquidation Trust. The Debtors, the Reorganized Debtors and the Liquidation Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges, protections and immunities. For the avoidance of doubt, if after the Effective Date it is later determined that any of the assets transferred to the Liquidation Trust are Purchased Assets, the Liquidation Trust shall use its reasonable best efforts to convey such assets to the Purchasers in accordance with the Purchase Agreement.

(c) Liquidation Trust Advisory Board. On or before the Effective Date, the Liquidation Trust Advisory Board shall be formed by the Creditors' Committee designating two (2) Persons. The initial members of the Liquidation Trust Advisory Board shall be identified in the Plan Supplement. In the event that no one is willing to serve on the Liquidation Trust Advisory Board after its formation or there shall have been no Liquidation Trust Advisory Board for a period of thirty (30) consecutive days, then the Liquidation Trustee may, during such vacancy, and thereafter, ignore any reference in this Plan, the Liquidation Trust Agreement or

the Confirmation Order to the Liquidation Trust Advisory Board, and all such references in this Plan, the Liquidation Trust Agreement or the Confirmation Order shall be null and void. Any deadlock in a vote by the members of the Liquidation Trust Advisory Board may be broken by a vote by the Liquidation Trustee. The Liquidation Trust Advisory Board shall monitor and oversee the Liquidation Trustee, and all liquidation, distribution and other activities required in connection with management of the Liquidation Trust Assets, as more fully set forth in the Liquidation Trust Agreement. The members of the Liquidation Trust Advisory Board shall not be paid for their services except for reimbursement of actual and reasonable expenses incurred by such members. Except as otherwise expressly set forth in this Plan, Confirmation Order or the Liquidation Trust Agreement, the Liquidation Trustee shall at all times take direction from the Liquidation Trust Advisory Board and shall not make any material decision absent approval of the Liquidation Trust Advisory Board.

(d) Liability of Liquidation Trust Advisory Board. Neither the Liquidation Trust Advisory Board, nor any of its members or designees, nor any duly designated agent or representative of the Liquidation Trust Advisory Board, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of the Liquidation Trust Advisory Board, nor shall any member be liable for any act or omission to be taken in its capacity as a member of the Liquidation Trust Advisory Board, other than acts resulting from such member's willful misconduct or gross negligence.

(e) Management of the Liquidation Trust Assets. After the Effective Date, all property of the Liquidation Trust shall be managed and administered by the Liquidation Trustee in a manner reasonably designed to maximize values. The Liquidation Trust is authorized to prosecute the Assigned Causes of Action for the benefit of any holders of Allowed Claims who shall receive a distribution hereunder. If the Liquidation Trustee in its discretion decides not to sell any non-Cash property or if such property cannot, in the Liquidation Trustee's judgment, be sold or liquidated in a commercially reasonable manner prior to the Final Distribution Date, the Liquidation Trustee shall have the right to abandon or otherwise dispose of such property with the prior approval of the Bankruptcy Court. Absent willful misconduct or fraud in connection therewith, no party in interest shall have a cause of action against either the Liquidation Trustee, the Liquidation Trust, the Debtors or the Reorganized Debtors, or their respective directors, officers, employees, consultants, trustees or professionals arising from or related to the disposition of non-Cash property in accordance with this Section 5.02(e).

(f) Transfer Taxes. Any transfer of the Liquidation Trust Assets to the Liquidation Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax to the extent permitted under section 1146(a) of the Bankruptcy Code.

(g) Federal Income Tax Treatment of the Liquidation Trust. The Liquidation Trust will be established for the sole purpose of distributing the Liquidation Trust Assets, and any proceeds therefrom, in accordance with Treasury Regulation section 301.7701-4(d) and Revenue Procedure 94-45, with no objective to continue or engage in the conduct of a trade or business. The Liquidation Trust is intended to qualify as a liquidating trust for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity for U.S.

federal income tax purposes, but is instead treated as a grantor trust, i.e., pass-through entity. All parties must treat the transfer of the portion of the Liquidation Trust Assets attributable to the Liquidation Trust Beneficiaries as a transfer of such assets directly to the Liquidation Trust Beneficiaries. Consistent therewith, all parties must treat the Liquidation Trust as a grantor trust of which the Liquidation Trust Beneficiaries are the owners and grantors. Subject to the terms of the Liquidation Trust Agreement, the Liquidation Trustee will determine the fair market value of the Liquidation Trust Assets as soon as possible after the Effective Date, and the Liquidation Trust Beneficiaries and the Liquidation Trustee must consistently use this valuation for all U.S. federal income tax purposes, including for determining gain, loss or tax basis.

(h) Reserve. The Liquidation Trust shall establish an LT Reserve on account of Claims that are Disputed. The Liquidation Trust may, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), (i) make an election pursuant to Treasury Regulation section 1.468B-9 to treat the LT Reserve as a “disputed ownership fund” within the meaning of that section, (ii) allocate taxable income or loss to the LT Reserve, with respect to any given taxable year (but only for the portion of the taxable year with respect to which such Claims are Disputed), and (iii) distribute assets from the LT Reserve as, when, and to the extent, such Claims that are Disputed cease to be Disputed, whether by virtue of becoming Allowed or otherwise resolved. The Liquidation Trust Beneficiaries shall be bound by such election, if made by the Liquidation Trustee, and as such shall, for U.S. federal income tax purposes (and, to the extent permitted by law, for state and local income tax purposes), report consistently therewith.

(i) Dissolution. The Liquidation Trust shall be dissolved no later than five (5) years from the Effective Date, unless the Bankruptcy Court, upon motion made prior to such fifth (5th) anniversary, determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the IRS that any further extension would not adversely affect the status of the Liquidation Trust as a liquidating trust for federal income tax purposes is necessarily to facilitate or complete the recovery on and liquidation of the Liquidation Trust Assets. Upon the filing of any motion for an extension of the date of dissolution of the Liquidation Trust, such date shall be deemed automatically extended until an order of the Bankruptcy Court is entered with respect to such motion or the motion is withdrawn.

(j) Securities Law Matters. To the extent the interests in the Liquidation Trust are deemed to be “securities,” the issuance of such interests under the Plan are exempt, pursuant to section 1145 of the Bankruptcy Code, from registration under the Securities Act of 1933, as amended, and any applicable state and local laws requiring registration of securities.

5.03. Approval of Plan Documents. The solicitation of votes on the Plan shall be deemed a solicitation for the approval of the Plan Documents and all transactions contemplated hereunder. Entry of the Confirmation Order shall constitute approval of the Plan Documents and such transactions. On the Effective Date, the Reorganized Debtors shall be authorized to enter into, file, execute and/or deliver each of the Plan Documents and any other agreement or instrument issued in connection with any Plan Document without the necessity of any further corporate, board or shareholder action.

## ARTICLE VI

### **CORPORATE GOVERNANCE AND MANAGEMENT OF REORGANIZED DEBTORS**

6.01. Post-Effective Date Corporate Existence. Each Reorganized Debtor is authorized and empowered to merge into or with each other Reorganized Debtor and each of the Chief Wind Down Officer and any successor thereto (including without limitation any other designated officer or trustee or representative of each such Reorganized Debtor) is authorized and empowered to effect each such merger and to take and cause to be taken such actions in order to carry out such mergers, in each case, on such terms and conditions it may deem necessary or desirable. The Chief Wind-Down Officer and any successor thereto (including without limitation any other designated officer or trustee or representative of each such Reorganized Debtor) is authorized and empowered to effect the dissolution of any remaining Reorganized Debtors as soon as practicable after the Effective Date. On the Effective Date, upon cancellation of the Equity Interests in SP Holding as contemplated by Section 6.05 hereof, SP Holding shall issue a single share of common stock to the Liquidation Trust, without the need for any further corporate or shareholder action. The foregoing actions are pursuant to Section 303 of Delaware General Corporation Law, Section 1400 of the California Corporations Code, or other applicable law of the states in which the Debtors and the Reorganized Debtors are organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtors or Reorganized Debtors.

6.02. Corporate Action. All matters provided for under this Plan that would otherwise require approval of the stockholders, directors, members, managers or partners of one or more of the Debtors or Reorganized Debtor, including (i) the effectiveness of the certificates of incorporation and by-laws of the Reorganized Debtor, (ii) the election or appointment, as the case may be, of directors and officers of the Reorganized Debtor, and (iii) qualification of the Reorganized Debtor(s) as a foreign corporation wherever the conduct of business by the Reorganized Debtor(s) requires such qualification, are deemed to have occurred and will be in effect from and after the Effective Date pursuant to Section 303 of the Delaware General Corporation Law, Section 1400 of the California Corporations Code or other applicable law of the states in which the Debtors and the Reorganized Debtors are organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtors or Reorganized Debtor. On the Effective Date, or as soon thereafter as is practicable, the Reorganized Debtors shall, if required, file their amended certificates of incorporation with the Secretary of State of the state in which each such entity is (or will be) incorporated, in accordance with the applicable general corporation law of each such state.

6.03. Officers and Boards of Directors. Effective as of the Effective Date, the board of directors or board of managers, as applicable, of each Reorganized Debtor shall be comprised solely of the Chief Wind-Down Officer. Effective as of the Effective Date, members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtor(s) on or after the Effective Date. Effective as of the Effective Date, the sole officer of each Reorganized Debtor shall be the Chief Wind-Down Officer.

6.04. Payment of Wind-Down Expenses. Wind-Down Expenses shall be paid by the Liquidation Trustee from the Liquidation Trust Assets.

6.05. Cancellation of Existing Securities and Agreements. On the Effective Date, any document, agreement or instrument evidencing any Claim (including, but not limited to, the Secured Credit Agreement and the Indenture (except to the extent otherwise provided in the Plan)) or Equity Interests in SP Holding shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtors under such documents, agreements, or instruments evidencing such Claims and Equity Interests, as the case may be, shall be discharged.

6.06. Senior Subordinated Notes. Notwithstanding anything herein to the contrary, the applicable provisions of the Indenture shall continue in effect solely for the purposes of permitting the Indenture Trustee to: (i) make the distributions to be made to holders of Allowed Senior Subordinated Note Claims, as contemplated by Article IV of this Plan; and (ii) maintain any rights and Charging Liens the Indenture Trustee may have for any fees, costs, expenses, and indemnification under the Indenture or other agreements until all such fees, costs, and expenses are paid pursuant to Section 6.07 of this Plan; provided, however, that, except as set forth in Section 6.07 hereof, such rights and Liens are limited to the distributions, if any, to the holders of the Allowed Senior Subordinated Note Claims. The holders of or parties to such cancelled (or converted, as applicable) instruments, securities and other documentation will have no rights arising from or relating to such instruments, securities and other documentation or the cancellation (or conversion, as applicable) thereof, except the rights provided pursuant to this Plan.

6.07. Rights of the Indenture Trustee.

(a) In full satisfaction of any Allowed Indenture Trustee Fee Claims for fees and expenses incurred through the Effective Date, including to the extent such Allowed Indenture Trustee Fee Claims are secured by any Charging Liens under the Indenture, which for the avoidance of doubt, are preserved under the Plan, the Liquidation Trustee will distribute to the Indenture Trustee on the Effective Date, or as soon thereafter as practicable, Cash equal to the amount of the Allowed Indenture Trustee Fee Claims; provided, however, that with respect to Claims to which the Debtors, the Creditors' Committee, or the Liquidation Trustee shall have objected within the later of (x) three (3) Business Days prior to the Effective Date, and (y) twenty (20) days of receipt of the request for payment, no distribution shall be payable hereunder until such objection has been resolved. To the extent the Indenture Trustee incurs fees or expenses after the Effective Date, the Indenture Trustee shall be compensated and reimbursed for such fees and expenses in accordance with Section 13.07 of this Plan, subject to the conditions set forth in subsection 6.07(b) hereof.

(b) As a condition to receiving payment thereof, each holder of an Indenture Trustee Fee Claim shall deliver to the Debtors, the Creditors' Committee, or the Liquidation Trustee written copies of invoices in respect of such claims, with narrative descriptions of the services rendered (including appropriate redactions to preserve privileged matters) and itemization of expenses incurred in such detail and with such supporting documentation as is reasonably requested by the Debtors, the Creditors' Committee, or the Liquidation Trustee. An

Indenture Trustee Fee Claim shall be deemed Allowed except to the extent the Debtors, the Creditors' Committee, or the Liquidation Trustee timely objects. If the Debtors, the Creditors' Committee, or the Liquidation Trustee timely objects to the request for payment of any Indenture Trustee Fee Claim, the undisputed amount of any Indenture Trustee Fee Claims with respect to which such objection(s) are pending shall be Allowed and paid by the Liquidation Trustee on the Effective Date or as soon thereafter as reasonably practicable. The Disbursing Agent shall not be required to make any payments with respect to the disputed portion of an Indenture Trustee Fee Claim as to which the Debtors, the Creditors' Committee, or the Liquidation Trustee has objected until resolved by the objector(s) or determined by the Bankruptcy Court. In the event such objector(s) are unable to resolve a dispute as to an Indenture Trustee Fee Claim, the Indenture Trustee may, in its sole discretion, elect to (i) submit any such dispute to the Bankruptcy Court for resolution by application requesting payment of the disputed portion of the Indenture Trustee Fee Claims in accordance with the reasonableness standard (and not subject to the requirements of sections 503(b)(3) and (4) of the Bankruptcy Code, which shall not apply) or (ii) assert its Charging Lien (to the extent such Lien exists under the Indenture) to obtain payment of a disputed portion of the Indenture Trustee Fee Claim in lieu of Bankruptcy Court resolution described in subsection (i).

(c) Nothing herein shall be deemed to impair, extinguish or negatively impact the Charging Liens.

## ARTICLE VII

### **PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN**

7.01. Nonconsensual Confirmation. If any impaired Class of Claims entitled to vote shall not accept the Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the Proponents shall have the right to amend the Plan in accordance with Section 13.08 hereof or to ask the Bankruptcy Court to confirm the Plan under section 1129(b) of the Bankruptcy Code, or both. With respect to impaired Classes of Claims and Equity Interests that are deemed to reject the Plan, the Proponents shall request that the Bankruptcy Court confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code.

7.02. Elimination of Vacant Classes. Any Class of Claims or Equity Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Equity Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

7.03. Voting Classes. If a Class contains Claims or Interests eligible to vote and no holders of Claims or Equity Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Equity Interests in such Class.

7.04. Distributions. Pursuant to the terms and provisions of the Plan, the Liquidation Trustee or, with respect to Senior Subordinated Note Claim, the Indenture Trustee shall make the required Distributions specified under the Plan, on the Initial Distribution Date, Interim Distribution Date, or Final Distribution Date, as the case may be, under the Plan. Any payment of Cash made by the Liquidation Trustee pursuant to the Plan shall, at the Liquidation Trustee's option, be made by check drawn on a domestic bank or wire transfer.

7.05. Insurance Claims. That portion of each Allowed Claim that is an Insurance Claim shall be paid solely and exclusively: (a) from the proceeds of insurance relating to such Insurance Claim as and when such proceeds are received; or (b) by the applicable insurance carrier to the extent of such insurance. Notwithstanding the foregoing, an Allowed Claim, or any portion thereof, for which insurance coverage may be available shall not be treated as an Insurance Claim under the Plan until the holder of such Allowed Claim has actually received payment from the applicable insurance carrier, its assignee, successor or affiliate (collectively, the "Insurer"), in respect of such Claim or portion thereof. If the holder of an Allowed Claim does not receive payment from the applicable Insurer for any reason (other than as a result of the holder's willful misconduct or gross negligence), distributions under the Plan to such holder, if any, shall not be reduced on account of the insured portion of such Claim; provided, that, as a condition to any distribution to the holder of an Allowed Claim, all or some of which may be covered by insurance, the holder of such Claim shall be deemed to have assigned to the Liquidation Trust such holder's right to receive payments on the Claim from the Insurer to the extent of the distribution under the plan and shall pay to the Liquidation Trust any amounts paid by the Insurer to or on behalf of such holder to the extent of the distribution (except to the extent such amounts have been paid by the Insurer to the Liquidation Trust). If a holder reasonably determines to abandon attempts to collect insurance from an Insurer, the holder shall give 10 Business Days' notice thereof to the Liquidation Trustee and at the expiration of such notice period may abandon attempts to collect such amounts from the Insurer and the Liquidation Trust shall thereupon be entitled to all rights of the holder against the Insurer with respect to such amounts.

7.06. Timing of Distributions. In the event that any payment, distribution, or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Any requirement under the Plan that the Reorganized Debtors or Liquidation Trustee make a payment or distribution on a date shall mean that such party is required to commence the process of making a payment or distribution on such date or as soon as reasonably practicable thereafter.

7.07. Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date: (i) the claims register maintained in the Chapter 11 Cases shall be closed; and (ii) any transfer of any Claim (including any Senior Subordinated Note Claim) or any interest therein shall be prohibited. Neither the Debtors nor the Reorganized Debtors shall have any obligation to recognize any transfer of any Claim occurring after 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date, and instead may, in their sole discretion, recognize and deal for all purposes under this Plan with only those holders of record as of 5:00 p.m. (prevailing Eastern Time) on the Distribution Record Date.

7.08. Distributions to Address of Record. Subject to Bankruptcy Rule 9010, and except as set forth in this Section 7.08 of the Plan, all distributions under the Plan to holders of Allowed Claims shall be made to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Distribution Record Date, unless the Debtors or, on and after the Effective Date, the Reorganized Debtors and the Liquidation Trustee, have been notified in writing of a change of address, including, without limitation, by the timely filing of a proof of claim by such holder that provides an address for such holder different from the address reflected on the Schedules. In the event that any distribution to any such holder is returned as undeliverable, no distribution to such holder shall be made unless and until the appropriate Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter, such distribution shall be made to such holder without interest; provided, however, that, at the later of the expiration of one (1) year from the Effective Date and the date a Claim becomes an Allowed Claim, such distributions shall be deemed unclaimed property and shall revert in the Liquidation Trust and be distributed to other holders of Allowed Claims, in accordance with the Plan or otherwise ordered by the Bankruptcy Court.

7.09. Minimum Distributions. The Liquidation Trustee shall not be obligated to make any payment of Cash of less than one hundred dollars to any holder of an Allowed Claim, unless such holder sends a timely written request to the Liquidation Trustee requesting that such payment be made on the next Distribution Date. All such distributions shall be distributed to other holders of Allowed Claims in accordance with the Plan or as otherwise ordered by the Bankruptcy Court. Notwithstanding anything contained herein to the contrary, if, on any Distribution Date there remains \$10,000 or less available for distribution to holders of Allowed General Unsecured Claims, in lieu of making any further distributions to the holders of such Claims, the Liquidation Trust may distribute such Cash to the charity of its choice.

7.10. Unclaimed Distributions. All distributions to holders of Allowed Claims under the Plan that are unclaimed for a period of one (1) year after distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code, and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred. All such unclaimed property shall revert in the Liquidation Trust and be distributed to other holders of Allowed Claims or donated in accordance with the Plan or otherwise ordered by the Bankruptcy Court.

7.11. Setoffs. The Liquidation Trust may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which distribution shall be made), any Causes of Action of any nature whatsoever that the Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Reorganized Debtors, or the Liquidation Trustee of any such Causes of Action that the Liquidation Trust, the Debtors or the Reorganized Debtors, may have against the holder of such Claim.

7.12. Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal

amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

7.13. Estimation of Claims; Certain Reserves. For purposes of calculating and making distributions under the Plan, the Liquidation Trustee shall be entitled to estimate, in good faith and with due regard to litigation risks associated with Disputed Claims, the maximum dollar amount of Allowed and Disputed Claims, inclusive of contingent and/or unliquidated Claims in a particular class. The Liquidation Trustee also shall be entitled to seek one or more estimation orders from the Bankruptcy Court for such purposes, which requests may be joined with objections to the Claims that are subject to any such request. Appropriate Disputed Claims reserves shall be established for each category of Claims as to which estimates are utilized or sought. With respect to Insurance Claims, the Liquidation Trustee shall not be required to establish an LT reserve on account of any portion of an Insurance Claim that in the Liquidation Trustee's good faith will be paid from available insurance coverage. Notwithstanding the foregoing or anything else in this Plan or the Confirmation Order: (i) neither the Liquidation Trust nor the Liquidation Trustee shall be obligated to physically segregate and maintain separate accounts for LT Reserves; and (ii) unless otherwise ordered by the Bankruptcy Court, no LT Reserves shall be required to be established or maintained with respect to Claims or Administrative Expense Claims filed after the applicable Bar Date. LT Reserves may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time and evergreen in nature, as appropriate. Nothing herein shall prejudice the right of (a) Medquist Inc. or its designees to file a motion with the Bankruptcy Court on proper notice after the occurrence of the Confirmation Date requesting entry of an order requiring the Liquidation Trustee to establish, in respect of the Medquist Claim, a reserve in segregated cash for an amount up to \$21,300,000, whether or not the Medquist Claim is Disputed as of the Effective Date or (b) the Debtors, the Creditors' Committee and/or Liquidation Trustee to object to any such request (other than any such objection on the grounds that such a reserve is not otherwise provided for in this Plan or the Confirmation Order).

7.14. No Recourse. Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by this Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board, the Debtors, the Reorganized Debtors, or any of their respective professionals, consultants, officers, directors, employees or members or their successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code, nor shall it modify or limit the ability of claimants (if any) to seek disgorgement to remedy any unequal distribution from parties other than those released under this section. **THE ESTIMATION OF CLAIMS AND THE ESTABLISHMENT OF RESERVES UNDER THE PLAN MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.**

7.15. Satisfaction of Claims and Equity Interests. Unless otherwise provided in the Plan or the Confirmation Order, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

7.16. Withholding and Reporting Requirements. In connection with this Plan and all distributions thereunder, the Reorganized Debtors and Liquidation Trustee shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors and the Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Reorganized Debtors or the Liquidation Trustee believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of this Plan, (a) each holder of an Allowed Claim or Allowed Interest that is to receive a distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution, and (b) no Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors and the Liquidation Trustee for the payment and satisfaction of such tax obligations or has, to the Reorganized Debtors' and the Liquidation Trustee's satisfaction, established an exemption therefrom.

## ARTICLE VIII

### PROCEDURES RELATING TO DISPUTED CLAIMS

8.01. Objections to Administrative Expense Claims and Claims. Following the Effective Date, only the Liquidation Trust, through the Liquidation Trustee, shall be entitled to object to Administrative Expense Claims and Claims. Any objections to Administrative Expense Claims and Claims shall be filed and served on or before the later of (i) one hundred and twenty (120) days after the Effective Date, and (ii) such later date as may be fixed by the Bankruptcy Court, which later date may be fixed before or after the date specified in clause (i) above. No objection shall be required with respect to a proof of Claim or proof of Administrative Expense Claim filed after the applicable Bar Date, and any and all such Claims and Administrative Expense Claims shall be deemed disallowed unless otherwise ordered by the Bankruptcy Court after notice and a hearing.

8.02. Amendments to Claims. After the Confirmation Date, a proof of Claim or Administrative Expense Claim may not be amended without the authorization of the Bankruptcy Court. Any amendment to a proof of Claim or Administrative Expense Claim submitted after the Confirmation Date shall be deemed disallowed in full and expunged without any action by the Debtors or the Reorganized Debtors, unless the holder of the Claim or Administrative Expense Claim has obtained prior Bankruptcy Court authorization to file the amendment.

8.03. No Distributions Pending Allowance. Notwithstanding any other provision hereof, if any portion of a Claim or Administrative Expense Claim is Disputed, no payment or distribution provided hereunder shall be required to be made on account of such Claim or Administrative Expense Claim unless and until such Disputed Claim or Administrative Expense Claim becomes Allowed in its entirety.

8.04. Resolution of Disputed Claims. On and after the Effective Date, the Liquidation Trust, through the Liquidation Trustee, shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Disputed Claims without approval of the Bankruptcy Court. The reasonable fees and expenses (including reasonable attorneys' fees and costs) that are incurred by the Liquidation Trust, the Liquidation Trustee, the Reorganized Debtors, when providing assistance at the request of the Liquidation Trustee, associated with the claims resolution process shall be borne by the Liquidation Trust.

8.05. Resolution of Disputed Insurance Claims. All Insurance Claims not previously Allowed shall be considered to be Disputed Claims as of the Effective Date such that no objection to an Insurance Claim is required to be filed. All Insurance Claims shall be litigated to an order of a court of competent jurisdiction over such claim except to the extent that the Liquidation Trust, through the Liquidation Trustee, in conjunction with the Debtors' applicable insurer, and the holder of the Disputed Insurance Claim compromise, settle or otherwise resolve the respective Insurance Claim or agree to another method of claim resolution such as mediation or arbitration, in which event they may settle, compromise or otherwise resolve any Disputed Claim without further order of the Bankruptcy Court or any other court.

## ARTICLE IX

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### 9.01. Rejection or Assumption and Retention or Assignment.

(a) Assumption or Rejection of Executory Contracts and Unexpired Leases. Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code:

(i) all executory contracts and unexpired leases of the Debtors shall be deemed to be rejected by the applicable Debtor as of the Confirmation Date, subject to the occurrence of the Effective Date, except for any executory contract or unexpired lease: (a) that previously has been assumed and/or assigned pursuant to an order of the Bankruptcy Court entered prior to the Effective Date; (b) as to which a motion for approval of the assumption and/or assignment of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date; or (c) that is specifically designated as a contract or lease to be assumed and/or assigned or retained on Schedule 9.01(a), which schedule shall be contained in the Plan Supplement and shall list corresponding Cure Amounts;

(ii) notwithstanding anything otherwise herein to the contrary, the Debtors reserve the right, on or prior to the Effective Date, to amend Schedule 9.01(a) to delete any executory contract or unexpired lease therefrom or add any executory contract or unexpired lease thereto, in which event such executory contract(s) or unexpired lease(s) shall be deemed

to be, as applicable, rejected, assumed and/or assigned or retained. The Debtors shall provide notice of any amendments to Schedule 9.01(a) to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Schedule 9.01(a) shall not constitute an admission by the Debtors that such document is an executory contract or an unexpired lease or that the Debtors have any liability thereunder.

(b) Approval of Assumptions, Retentions and Rejections by Confirmation Order. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, retentions, assumptions and/or assignments contemplated by this Plan pursuant to sections 365 and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to Section 9.01(a) shall vest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of this Plan, or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law. The Debtors reserve the right to file a motion on or before the Confirmation Date to assume or reject any executory contract or unexpired lease.

#### 9.02. Cure of Defaults.

(a) Generally. Except as may otherwise be agreed to by the Debtors, the Reorganized Debtors, or the Liquidation Trustee, as the case may be, and the non-Debtor party to the contract or lease, within thirty (30) days after the Effective Date, the Reorganized Debtors shall cure any and all undisputed defaults under any executory contract or unexpired lease assumed by the Debtors pursuant to the Plan, in accordance with section 365(b) of the Bankruptcy Code. Subject to the last sentence of Section 9.02(b) of the Plan, all disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Reorganized Debtors' liability with respect thereto, or as may otherwise be agreed to by the parties.

(b) Notice of Proposed Cure. The Debtors shall, prior to the conclusion of the Confirmation Hearing, file and serve on parties to executory contracts and unexpired leases that may be assumed pursuant to Section 9.01 of the Plan a notice (the "Cure Notice") listing the proposed Cure Amount to be paid in connection with the executory contracts and unexpired leases that may be Assumed, retained, assumed and/or assigned pursuant to Section 9.01(a) of the Plan. The non-Debtor parties to such contracts and leases shall have until fifteen (15) days following service of the Cure Notice to object in writing to the proposed cure and to propose an alternative cure. In the event that no objection is timely filed, the applicable party shall be deemed to have consented to the cure proposed by the Debtors (including amounts of compensation for actual pecuniary loss) and shall be forever enjoined and barred from seeking from the Debtors, the Reorganized Debtors and the Liquidation Trustee any additional amount on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code. If an objection is timely filed with respect to the Cure Amount proposed by the Debtors for an executory contract or unexpired lease, the Bankruptcy Court shall hold a hearing to determine the amount of any disputed cure amount not settled by the parties. Notwithstanding anything otherwise to the contrary, at all times through the date that is thirty (30) days after the entry of a Final Order resolving and fixing the amount of a disputed cure amount, whether such date is before or after the Effective Date, each of the Debtors, the Reorganized Debtors and the

Liquidation Trust shall be authorized to reject such executory contract or unexpired lease by notice to the non-debtor party to such executory contract or unexpired lease.

9.03. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan. Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 9.01 of the Plan must be filed with the Bankruptcy Court and served upon the Debtors in accordance with the Bar Date Order. All such Claims not filed within such time will be forever barred from assertion against the Debtors and their estates, and the Reorganized Debtors.

## ARTICLE X

### EFFECT OF CONFIRMATION

10.01. Binding Effect. From and after the Confirmation Date, but subject to the occurrence of the Effective Date, this Plan shall be binding and inure to the benefit of the Debtors, all present and former holders of Claims and Equity Interests, and their respective assigns, including the Reorganized Debtors.

10.02. Vesting of Assets. Upon the Effective Date and the transfer of the Liquidation Trust Assets to the Liquidation Trust, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, any assets of the Debtors and Estates shall vest in the Liquidation Trust, in each case free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as otherwise provided herein or in the Confirmation Order. Pursuant to section 1123(b)(3) of the Bankruptcy Code and the terms of this Plan, the Liquidation Trust shall retain and shall have the exclusive right, in its discretion to enforce against any Person any and all Causes of Action that constitute Liquidation Trust Assets.

10.03. Term of Pre-Confirmation Injunctions or Stays. Unless otherwise provided in this Plan, the Confirmation Order, or a separate order from the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, (i) shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order, and (ii) with respect to all proceeds of the Sale Transactions and Excluded Assets, shall remain in effect until, and for purposes of enjoining any action interfering with, the final distribution of such proceeds pursuant to the terms of this Plan.

10.04. Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan.

10.05. Injunction. Except as otherwise expressly provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Liens, Claims, liabilities or encumbrances against or Equity Interests in, any or all of the Debtors, along with their respective present or

former employees, agents, officers, directors, or principals, are permanently enjoined, with respect to any such Liens, Claims, liabilities or encumbrances or Equity Interests, as of the Confirmation Date but subject to the occurrence of the Effective Date, from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Liquidation Trust, Liquidation Trustee, the Liquidation Trust Advisory Board or any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board or any of their property (including, without limitation, the Liquidation Trust Assets), or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board or any of their property (including, without limitation, the Liquidation Trust Assets), or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; (e) taking any actions to interfere with the implementation or consummation of this Plan; and (f) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan, such as commencing or continuing in any manner any action or other proceeding of any kind with respect to any Claims and Causes of Action which are extinguished or released pursuant to this Plan; provided, however, that nothing contained herein shall preclude such Persons from exercising their rights arising under and consistent with the terms of this Plan.

#### 10.06. Releases.

(a) ***Releases by the Debtors. Except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, the Debtors and Reorganized Debtors, in their individual capacities and as debtors in possession, shall be deemed to forever release and waive all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, which are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or after the Petition Date (or the date of appointment, engagement or qualification) and to and including the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the Debtors, or the Reorganized Debtors, whether directly, indirectly, derivatively or in any representative or any other capacity, against any Released Party or the Swap Counterparty; provided, however, that in no event shall anything in this Section be construed as a release of any Person's fraud, willful misconduct or gross negligence, or a release or waiver of the Debtors'***

*or Reorganized Debtors' right or ability to assert or raise certain claims against any Released Party or the Swap Counterparty as defense to a claim or suit brought against them or their assets by any Released Party or the Swap Counterparty.*

(b) ***Releases by Holders of Claims.*** *Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan, and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each entity (other than the Debtors) that has held, holds or may hold a Claim, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and will be deemed to forever release, waive and discharge all claims, demands, debts, rights, causes of action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan), including as a result of this Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise from the beginning of time through and including the Effective Date in any way relating to the Debtors, the Chapter 11 Cases, this Plan or the Disclosure Statement against the Released Parties in their respective capacities as such; provided, however, that the foregoing releases shall not apply to any holder of a Claim that (a) is entitled to vote, (b) votes to reject the Plan in a timely and properly submitted Ballot, and (c) "opts out" of the releases provided in this Section 10.06(b) in a timely and properly submitted Ballot. Notwithstanding the foregoing, in no event shall anything in this Section be construed as a release of any Person's (other than a Debtor's) fraud, willful misconduct or gross negligence.*

(c) *Notwithstanding anything otherwise to the contrary, no provision of this Plan or of the Confirmation Order, including any release or exculpation provision, shall modify, release or otherwise limit the liability of any Person not specifically released hereunder, including any Person that is a co-obligor or joint tortfeasor of a Released Party, that otherwise is liable under theories of vicarious or other derivative liability.*

10.07. **Exculpation and Limitation of Liability.** None of the Debtors, the Reorganized Debtors, the Creditors' Committee, the Indenture Trustee, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board, or any of their respective current or former members, partners, officers, directors, employees, advisors, professionals, affiliates, or agents and advisors of any of the foregoing (including any attorneys, financial advisors, investment bankers and other professionals retained by such Persons, but solely in their capacities as such) shall have or incur any liability to any holder of any Claim or Equity Interest for any act or omission in connection with, related to, or arising out of the Chapter 11 Cases, the negotiation and execution of the Purchase Agreement, the sale of substantially all of the Debtors' assets, the negotiation and execution of this Plan, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of this Plan, the consummation of this Plan, or the administration of this Plan, and the property to be distributed under this Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of this Plan except

fraud, willful misconduct or gross negligence as determined by a Final Order. Nothing in this Section 10.07 shall: (i) be construed as a release of any entity's fraud, gross negligence or willful misconduct with respect to matters set forth in this Section 10.07; (ii) limit the liability of attorneys for the Debtors, the Reorganized Debtors, the Creditors' Committee, the Indenture Trustee, the Liquidation Trust to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility; or (iii) be construed as a release or waiver of the Debtors' or Reorganized Debtors' right or ability to assert or raise certain claims against any party as defense to a claim or suit brought against them by such party.

10.08. Injunction Related to Releases and Exculpation. The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released in Sections 10.06 and 10.07 of this Plan.

10.09. Release of Liens and Encumbrances.

(a) Each Lien or encumbrance on the Debtors' assets, other than a permitted encumbrance (excluding a permitted encumbrance securing a financial obligation that is not an Assumed Liability), including Liens or encumbrances securing: (w) any Secured Credit Agreement Claim, Secured Tax Claim, Other Secured Claim or Administrative Expense Claim arising under or related to the Debtors' postpetition secured credit facility; (x) any Claim that is purportedly secured or (y) any judgment, personal property or ad valorem tax, or other tax of any kind or character, mechanic's or similar lien Claim, in each case regardless of whether such Claim is an Allowed Claim, shall, regardless of whether such Claim has been scheduled or proof of such Claim has been filed:

(b) if such Lien or encumbrance secures a Secured Tax Claim or Other Secured Claim, such Lien or encumbrance shall upon payment of the consideration set forth in Article IV, as the case may be, automatically, and without further action by the Debtors or the Reorganized Debtors, be deemed released;

(c) in all other cases, such Lien or encumbrance shall automatically, and without further action by the Debtors or the Reorganized Debtor, be deemed released immediately upon the occurrence of the Effective Date, and without further action by the Debtors or Reorganized Debtors, be deemed released;

(d) the holder of any such Lien or encumbrance shall execute such documents and instruments as the Reorganized Debtors or the Liquidation Trustee, as the case may be, require to evidence such Claim holder's release of such property or Lien or encumbrance, and if such holder refuses to execute appropriate documents or instruments, the Debtors, the Reorganized Debtors, or the Liquidation Trustee (as applicable) may, in their discretion, file a copy of the Confirmation Order in the appropriate recording office, which shall serve to release any Claim holder's rights in such property; and

(e) on the Effective Date, except as expressly provided in the Plan, all right, title and interest in Estate property subject to a Lien or an encumbrance immediately prior to the Effective Date shall be transferred as a Liquidation Trust Asset to the Liquidation Trust.

10.10. Satisfaction of Subordination Rights.

All Claims against the Debtors and all rights and Claims between or among claimholders relating in any manner whatsoever to Claims against the Debtors, based upon any claimed subordination rights (if any), shall be deemed satisfied by the distributions under this Plan, and such subordination rights shall be deemed waived, released, and terminated as of the Effective Date.

**ARTICLE XI**

**CONDITIONS PRECEDENT**

11.01. Conditions to Confirmation. The following are conditions precedent to confirmation of this Plan that may be satisfied or waived in accordance with Section 11.03 of this Plan:

(a) the Bankruptcy Court shall have approved the Disclosure Statement with respect to this Plan in an order in form and substance reasonably acceptable to the Proponents;

(b) the Confirmation Order and Plan Documents shall be in form and substance reasonably acceptable to the Proponents;

(c) in each case subject to the occurrence of the Effective Date, to the extent necessary or appropriate, the Plan Documents, including the Liquidation Trust Agreement, to be entered into by the Reorganized Debtors shall have been entered and delivered, all actions, documents, and agreements necessary to implement the Plan shall have been effected or executed and the Debtors shall have received all material authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions, or documents that are reasonably necessary to implement the Plan and that are required by law, regulation, or order.

11.02. Effectiveness. The Plan shall not become effective unless and until: (i) the Confirmation Order shall have become final and non-appealable; and (ii) the Plan Documents shall have been executed and become effective.

11.03. Waiver of Conditions. The Proponents, in their sole discretion and to the extent not prohibited by applicable law, may jointly waive one or more of the conditions precedent: (i) to effectiveness of the Plan set forth in Section 11.02 hereof in whole or part, upon five Business Days' notice to the Bankruptcy Court without a hearing; or (ii) to confirmation of the Plan set forth in Section 11.01 hereof prior to the Confirmation Date without any hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by the Proponents in their sole discretion regardless of the circumstances giving rise to the failure of such conditions to be satisfied (including any action or inaction by the Debtors in their sole discretion). The failure of the Proponents in their sole discretion to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

11.04. Withdrawal of Plan.

(a) Right to Revoke or Withdraw. The Proponents reserve the right to jointly revoke or withdraw the Plan at any time prior to the Effective Date.

(b) Effect of Withdrawal, Revocation or Non-Consummation. If the Debtors and the Creditors' Committee mutually revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), the assumption or rejection of executory contracts, unexpired leases, any release, exculpation or indemnification provided for in the Plan, and any document or agreement executed pursuant to the Plan shall be null and void. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan shall be deemed to constitute a waiver or release of any Claims by or against or Equity Interest in the Debtors or any other Person, to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or to constitute an admission of any sort by the Debtors or any other Person.

11.05. Waiver of Rule 3020(e) Stay. Pursuant to Bankruptcy Rule 3020(e), the Confirmation Order shall be immediately effective upon its entry and shall not be subject to the stay provided in Bankruptcy Rule 3020(e).

## ARTICLE XII

### RETENTION OF JURISDICTION

12.01. Scope of Bankruptcy Court Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine pending applications for the assumption, assumption and assignment or rejection of executory contracts or unexpired leases and the allowance of cure amounts and Claims resulting therefrom or from the assumption, assumption and assignment or rejection of executory contracts or unexpired leases pursuant to this Plan;

(b) To hear and determine any and all adversary proceedings, applications, and contested matters, and to order appropriate relief in connection therewith (including issuance and/or enforcement of releases);

(c) To hear and determine any objection to Administrative Expense Claims, Claims or Equity Interests;

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

(e) To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(f) To consider any amendments to, or modifications of, the Plan and the Plan Supplement, and any dispute or controversy relating to execution, delivery or compliance with any document included in the Plan Supplement, and to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(g) To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;

(h) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan;

(i) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of the Plan, any transaction to be consummated in accordance herewith, the Liquidation Trust Agreement, the Confirmation Order, or any other order of the Bankruptcy Court;

(j) To recover all assets of the Debtors and property of the Debtors, Reorganized Debtors, and Liquidation Trust, wherever located;

(k) To hear and determine matters concerning state, local, and federal taxes, including as provided by sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);

(l) To resolve any Disputed Claims or Equity Interests;

(m) To hear any other matter not inconsistent with the Bankruptcy Code; and

(n) To enter a final decree closing the Chapter 11 Cases; provided, however, with respect to a governmental unit's exercise of its police or regulatory powers other than the enforcement of a money judgment, the jurisdiction of any other tribunal shall not be reduced or impaired from that as set forth in any applicable, valid statutory grant of jurisdiction.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

13.01. Critical Vendor and Other Payments. Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by one or more of the Debtors pursuant to an order of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules are hereby amended and reduced to reflect that such payments were made. Nothing in this Plan shall preclude the Reorganized Debtors or the Liquidation Trustee from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

13.02. Effectuating Documents and Further Transactions. Each of the Debtors and Reorganized Debtors is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and any securities issued pursuant to this Plan.

13.03. Exemption from Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger agreements or agreements of consolidation, deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan, shall constitute a “transfer under a plan” and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax. All sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Petition Date through and including the Effective Date, including the transfers effectuated under this Plan and the assumption, assignment, and sale by the Debtors of unexpired leases of non-residential real property pursuant to section 365(a) of the Bankruptcy Code, shall be deemed to have been made under, in furtherance of, or in connection with this Plan and, thus, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

13.04. Termination of Professionals. On the Effective Date, the engagement of each Professional retained by the Debtors and the Creditors’ Committee shall be terminated without further order of the Bankruptcy Court or act of the parties.

13.05. Access. From and after the Effective Date, the Reorganized Debtors and the Liquidation Trust shall cooperate with any Person that served as a director or officer of a Debtor at any time prior to the Effective Date, and make available to any such party such documents, books, records or information relating to the Debtors’ activities prior to the Effective Date that such party may reasonably require relating to any action taken in connection with such party’s role as a director or officer of a Debtor, any action taken in connection with the negotiation, execution and implementation of this Plan, and the Chapter 11 Cases.

13.06. Payment of Statutory Fees. On the Effective Date, and thereafter as may be required, the Debtors and/or Reorganized Debtors, as applicable, shall pay all fees payable pursuant to section 1930 of chapter 123 of title 28 of the United States Code through the entry of a final decree closing the applicable Debtor's cases.

13.07. Post-Effective Date Fees and Expenses. From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional Persons thereafter incurred by the Reorganized Debtors, including those fees and expenses incurred in connection with the implementation and consummation of this Plan, which fees and expenses shall constitute Wind-Down Expenses.

13.08. Amendment or Modification of this Plan. Alterations, amendments, or modifications of or to the Plan (including to provide for treatment different than that set forth herein with respect to any class of Claim or Equity Interest, including establishment of subclasses of Classes of Claims or Equity Interests to the extent required if so elected by the Debtors or if the deemed consolidation contemplated by Article V of this Plan is not approved, the unimpairment of Classes that are impaired hereunder, and the impairment of Classes that are unimpaired hereunder) may be proposed in writing by the Debtors at any time prior to the Confirmation Date, provided that the Plan, as altered, amended, or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Proponents shall have complied with section 1125 of the Bankruptcy Code. This Plan may be altered, amended, or modified at any time after the Confirmation Date and before substantial consummation, provided that this Plan, as altered, amended, or modified, satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended, or modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such alterations, amendments, or modifications. A holder of a Claim or Equity Interest that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

13.09. Confirmation Order. The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Petition Date and ending on the Confirmation Date except for any acts constituting willful misconduct, gross negligence, recklessness or fraud.

13.10. Severability. If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.11. Expedited Tax Determination. The Reorganized Debtors or the Liquidation Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Debtors or Reorganized Debtors for all taxable periods beginning on or before the Effective Date.

13.12. Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit or schedule hereto or in the Plan Supplement provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any contrary result otherwise required under applicable choice or conflict of law rules.

13.13. Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including the Reorganized Debtors.

13.14. Exhibits/Schedules. All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein.

13.15. Dissolution of the Creditors' Committee. The functions of the Creditors' Committee shall terminate on the later of: (i) the Effective Date; and (ii) the conclusion of any appeals with respect to the Confirmation Order (but such functions shall relate solely to services performed related to such appeal), and the Creditors' Committee shall be deemed dissolved as of such date; provided, however, that following the Effective Date, the attorneys to the Creditors' Committee shall be entitled to assert any claims for compensation for services rendered or reimbursement for expenses incurred after the Effective Date in connection with the pursuit of their own Fee Claims. Notwithstanding anything in this Plan to the contrary, the Liquidation Trustee is authorized to prosecute any objection, action or proceeding filed by the Creditors' Committee that is not resolved prior to the Effective Date.

#### 13.16. Settlement of DB's Swap Obligation Claim

The Debtors, the Committee and DB, subsequent to the filing of the DB Claim, entered into good faith and arms' length negotiations in an attempt to resolve the dispute as to

whether the DB Claim is secured and entitled to other credit support benefits. Due to, among other things, the limited nature of the information regarding the value of the assets of SP Wind Down, the unavailability of an allocation of the proceeds from the Sale, and the uncertainty and expenses associated with litigation over the DB Claim, those negotiations resulted in a settlement of the DB Claim whereby, in full and final resolution of the DB Claim, including, but not limited to, the underlying Swap Obligations, and, in accordance with Section 10.10 of this Plan, in full satisfaction of the DB Claim and any and all claims of DB relating to any contractual subordination rights under the Indenture or otherwise, the DB Claim shall be Allowed as a secured claim against SP Wind Down in the amount of \$1,500,000 and shall be entitled to receive a full cash distribution under the Plan as a Class 2 Claimant in such amount. Notwithstanding the limitation contained in the releases by holders of claims Section 10.6(b) of this Plan requiring holders of claims to have voted on the Plan, DB shall be considered to be deemed to have consented to and given the releases as set forth in Section 10.06(b) of this Plan.

13.17. Notices. All notices, requests, and demands to or upon the Debtors, the Reorganized Debtors, or the Creditors' Committee to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

<p><b>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</b>          Robert S. Brady          Matthew B. Lunn          The Brandywine Building          1000 West Street, 17<sup>th</sup> Floor          Wilmington, Delaware 19801          Telephone: (302) 571-6600          Facsimile: (302) 576-3312  <i>Co-Counsel for the Debtors</i></p>	<p><b>WILLKIE FARR &amp; GALLAGHER LLP</b>          Terence K. McLaughlin          Shaunna D. Jones          Elizabeth K. Horowitz          787 Seventh Avenue          New York, New York 10019-6099          Telephone: (212) 728-8000          Facsimile: (212) 728-8111  <i>Co-Counsel for the Debtors</i></p>
<p>SP Wind Down Inc., <u>et al.</u>          Attn: Robert L. Butler          9009 Carothers Pkwy., Suite C-3          Franklin, TN 37069</p>	
<p><b>RICHARDS, LAYTON &amp; FINGER, P.A.</b>          Russell C. Silberglie          One Rodney Square          920 King Street          Wilmington, DE 19801          Telephone: (302) 651-7700          Fax: (302) 651-7701  <i>Co-Counsel for the Creditors' Committee</i></p>	<p><b>PAUL, WEISS, RIFKIND, WHARTON &amp; GARRISON LLP</b>          Andrew N. Rosenberg          Elizabeth McColm          Jacob Adlerstein          1285 Avenue of the Americas          New York, New York 10019          Telephone: (212) 373-3000          Facsimile: (212) 757-3990  <i>Co-Counsel for the Creditors' Committee</i></p>

Dated: Wilmington, Delaware  
July 13, 2010

Respectfully submitted,

**SP Wind Down Inc., et al.**

By: Robert L. Butler  
Name: Robert L. Butler  
Title: Chief Restructuring Officer

**The Official Committee of Unsecured Creditors  
of SP Wind Down Inc., et al., By an Authorized  
Signatory**

By: John V. Koerber  
Name: John V. Koerber  
Title: Managing Director of Bennett Restructuring  
Fund, L.P.

**EXHIBIT A**

SP Wind Down Inc., f/k/a Spheris Inc.

SP Wind Down Holding II, Inc., f/k/a Spheris Holding II, Inc.

SP Wind Down Canada Inc., f/k/a Spheris Canada Inc.

SP Wind Down Leasing LLC, f/k/a Spheris Leasing LLC

SP Wind Down Operations LLC, f/k/a Spheris Operations LLC

VN Wind Down Communications, f/k/a Vianeta Communications