

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

COMPRESSUS, INC.,<sup>1</sup>

Debtor.

Chapter 11

Case No. 15-10670 (KJC)

**NOTICE OF (I) CONDITIONAL APPROVAL OF  
DISCLOSURE STATEMENT; (II) HEARING TO CONSIDER  
CONFIRMATION OF THE PLAN; (III) DEADLINE FOR FILING  
OBJECTIONS TO CONFIRMATION OF THE PLAN; (IV) DEADLINE  
FOR VOTING ON THE PLAN; AND (V) BAR DATE FOR FILING  
ADMINISTRATIVE CLAIMS ESTABLISHED BY THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On March 29, 2015 (the “**Petition Date**”), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Section II of the Disclosure Statement provides a detailed description of the background on the Debtor and the bankruptcy case.

**THE PLAN AND DISCLOSURE STATEMENT**

2. On November 2, 2015, the Debtor filed the *Second Amended Plan of Reorganization of the Debtor Dated November 2, 2015* [Docket No. 249] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Plan**”)<sup>2</sup> and the *Second Amended Disclosure Statement for the Debtor Dated November 2, 2015* [Docket No. 250] (including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, the “**Disclosure Statement**”) providing information with respect to the Plan.

**CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT**

3. By an Order dated November 3, 2015, (the “**Conditional Disclosure Statement Order**”), the Bankruptcy Court conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of Bankruptcy Code. The Conditional Disclosure Statement Order expressly reserves all parties’ rights to raise objections to the adequacy of information in the Disclosure Statement.

4. By the Conditional Disclosure Statement Order, the Court established **December 4, 2015 at 5:00 p.m.** (Eastern Time) (the “**Voting Deadline**”) as the deadline by which ballots accepting or rejecting the Plan must be received.

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<sup>1</sup> The Debtor’s federal tax identification number is 52-230723. The Debtor’s address is 101 Constitution Avenue, NW, Suite 800, Washington, DC 20001.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

## **DISCLOSURE STATEMENT AND PLAN CONFIRMATION HEARING**

5. On **December 10, 2015 at 3:00 p.m. (Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Kevin J. Carey in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Courtroom 5, Wilmington, DE 19801 to consider final approval of the Disclosure Statement and confirmation of the Plan, as the same may be amended or modified (the “**Combined Hearing**”).

6. The Combined Hearing may be adjourned from time to time, without further notice. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan and other applicable law, without further notice, prior to or as a result of the Combined Hearing.

## **ADMINISTRATIVE CLAIM BAR DATE**

7. Article 4.1(e) of the Plan sets a Bar Date for the filing of Administrative Claims as follows:

Except as otherwise provided in this Article IV, requests for payment of Administrative Claims must be included within an application (setting forth the amount of, and basis for, such Administrative Claims, together with documentary evidence) and Filed and served on respective counsel for the Debtor and Plan Sponsor no later than thirty (30) days after the Confirmation Hearing or by such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date. Holders of Administrative Claims that are required to File a request for payment of such Claims and that do not File such requests by the applicable bar date specified in this section shall be forever barred from asserting such Claims against the Debtor or any of its property. Requests for payments of Administrative Claims included within a proof of claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently Filed in a timely fashion as provided herein.

## **INJUNCTIONS, RELEASES, AND DISCHARGE**

8. Article XI of the Plan contains the release and exculpation provisions set forth below:

**11.1 - Discharge and Release.** Except as otherwise provided in the Plan and effective as of the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Equity Interest shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor and its Estate, or against any of its assets and property or interests in assets and property; (ii) the Plan shall bind all holders of Claims and Equity Interests, notwithstanding whether any such holders failed to vote to accept or reject the plan, voted to accept the Plan or voted to reject the Plan; (iii) all Claims and Equity Interests against the Debtor and its Estate, or against

any of its assets and property or interests in assets and property, shall be satisfied, discharged, and released in full, and the Debtor's liability with respect thereto shall be extinguished completely; and (iv) all Persons or entities shall be precluded from asserting against the Debtor or its Estate, assets and property, any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Reorganized Debtor shall not be responsible or liable for any duties, obligations, responsibilities, or liabilities of the Debtor except those expressly assumed by them in the Plan.

**11.2 - Injunction.** Confirmation of the Plan shall have the effect of, among other things, permanently enjoining all Persons that have held, hold or may hold or have asserted, assert or may assert Claims against or Equity Interests in the Estate with respect to any such Claims or Equity Interests from taking any of the following actions (other than actions to enforce any rights or obligations under the Plan): (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor, the Estate, the Reorganized Debtor, the Distribution Trust and/or the Distribution Trust Assets or any of its or their property on account of such Claims or Equity Interests; (ii) enforcing, levying, attaching (including, without limitation, 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 Debtor, the Estate, the Reorganized Debtor, the Distribution Trust and/or the Distribution Trust Assets, or any of its or their property on account of such Claims or Equity Interests; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtor, the Estate, the Reorganized Debtor, the Distribution Trust and/or the Distribution Trust Assets, or any of its or their property on account of such Claims or Equity Interests; (iv) assert any right of setoff, directly or indirectly, against any obligation due the Debtor, the Estate, the Reorganized Debtor, the Distribution Trust and/or the Distribution Trust Assets, or any of its or their property, except with respect to a right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as contemplated or allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan. Additionally, unless otherwise explicitly stated in the Plan, the injunction by this Article 11.2 shall prohibit the assertion against the Reorganized Debtor, the Distribution Trust and/or the Distribution Trust Assets of all Claims or Equity Interests, if any, related to the Debtor.

**11.3 - Exculpation.** To the extent allowed by law, the Exculpated Parties shall not be liable, other than with respect to criminal liability under applicable law,

fraud, gross negligence, willful misconduct, or bad faith under applicable law, to any holder of a Claim or Equity Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time after the Petition Date in connection with or related to the Bankruptcy Case, including without limitation, the negotiation, formulation, development, proposal, disclosure, solicitation, confirmation or implementation of the sales process and the Plan, and except with respect to criminal liability under applicable law, willful misconduct or bad faith under applicable law, all such Persons are permanently enjoined from initiating a suit against any Exculpated Parties. Nothing in this Article 11.3 shall prevent the enforcement of the terms of the Plan.

**11.4 - Additional Releases.** To the extent allowed by applicable law, on, and as of, the Effective Date and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Protected Parties (acting in any capacity whatsoever) shall be forever released and discharged from any and all Claims, obligations, actions, suits, rights, debts, accounts, causes of action, remedies, avoidance actions, agreements, promises, damages, judgments, demands, defenses, or claims in respect of equitable subordination, and liabilities throughout the world under any law or court ruling through the Effective Date (including all Claims based on or arising out of facts or circumstances that existed as of or prior to the Plan in the Bankruptcy Case, including Claims based on negligence or strict liability, and further including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor, its Estate, or the Reorganized Debtor would have been legally entitled by applicable law to assert in its own right, whether individually or collectively) which the Debtor, its Estate, the Reorganized Debtor, Creditors, Equity Interests or other Persons receiving or who are entitled to receive Distributions under the Plan may have against any of them in any way related to the Bankruptcy Case or the Debtor (or its predecessors); provided, however, the releases provided for in this paragraph shall not extend to any claims by any Governmental Unit with respect to criminal liability under applicable law, willful misconduct or bad faith under applicable law, or *ultra vires* acts under applicable law; provided further, however, that the foregoing releases shall not operate to release claims, obligations, debts, rights, suits, damages, remedies, causes of action, and liabilities of any releasing party expressly set forth in and preserved by the Plan, the Plan supplement, or related documents. No compliance with or reliance on the applicable law or the orders of the Bankruptcy Court shall be deemed or permitted to be judged, declared, or ruled to be in any way wrongful, in bad faith, *ultra vires*, inequitable or otherwise subject to any sanction or punishment, all of which are preempted, superseded and negated by the Plan to the maximum extent permitted by applicable law.

Notwithstanding anything else to the contrary in the Plan, the Debtor's current and/or former officers and directors are not released pursuant to this

#### **Article 11.4 of the Plan.**

**A vote to accept the Plan, or failure to vote by a Creditor entitled to vote, constitutes an acceptance of all of the terms and provisions contained in the Plan, including, but not limited to, the grant of releases, injunctions, exculpation, exoneration and other limitations of liability in the Plan. If a Creditor votes to reject the Plan, the Creditor may nevertheless be deemed to be bound to the releases and be bound by the injunctions, exculpations, and other limitations of liability in the Plan to the maximum extent permitted by law as later determined by the Court at the Confirmation Hearing.**

**Holders of Equity Interests in Class 6, which are deemed to reject the Plan and therefore not entitled to vote on the Plan, may nevertheless be deemed to be bound by the releases in Article 11.4 of the Plan to the maximum extent permitted by law as later determined by the Court at the Confirmation Hearing.**

**A Creditor may elect NOT to grant the releases contained in Article 11.4 of the Plan with respect to the Protected Parties. The election to withhold consent is at the Creditor's option. However, the effectiveness or enforceability of a Creditor's election NOT to grant the releases in Article 11.4 of the Plan will be determined under applicable law by the Court at the Confirmation Hearing.**

#### **DEADLINE FOR OBJECTIONS TO APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OF THE PLAN**

9. All parties-in-interest to the Debtor's chapter 11 case, even if not entitled to vote for or against the Plan, may timely and file and serve an objection to the approval of the Disclosure Statement or confirmation of the Plan, in accordance with the following procedures.

10. Objections, if any, to approval of the Disclosure Statement or confirmation of the Plan, including any supporting memoranda, must be in writing, be filed with the Clerk of the Court, United States Bankruptcy Court, District of Delaware, 824 North Market Street, Wilmington, DE 19801 together with proof of service **on or before December 3, 2015 at 5:00 p.m. (Eastern Time)** (the "**Objection Deadline**"), and shall (a) state the name and address of the objecting party and the amount of its claim or the nature of its interest in the Debtor's chapter 11 case; (b) state with particularity the provision or provisions of the Plan objected to and for any objection asserted, the legal and factual basis for such objections; and (c) be served on the following parties: and served upon: (i) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin Hackman (Benjamin.A.Hackman@usdoj.gov); (ii) the Debtor, c/o (a) Sheppard Mullin Richter & Hampton, LLP, 30 Rockefeller Plaza, 39<sup>th</sup> Floor, New York, NY 10112, Attn: Craig A. Wolfe (cwolfe@sheppardmullin.com) and Jason R. Alderson (jalderson@sheppardmullin.com); and (b) Gellert Scali Busenkell & Brown, LLC, 913 N. Market Street, 10<sup>th</sup> Floor, Wilmington, DE 19801, Attn: Michael Busenkell (Mbusenkell@gsbblaw.com) and Brya M. Keilson (bkeilson@gsbblaw.com); (iii) the Plan Sponsor, c/o Haynes & Boone, LLP, 1221 McKinney Street, Suite 2100, Houston, TX 77010, Attn: Charles A. Beckham, Jr.

(Charles.beckham@haynesboone.com), and Haynes & Boone, LLP, 30 Rockefeller Plaza, 26<sup>th</sup> Floor, New York, NY 10112, Attn: Trevor R. Hoffman (trevor.hoffmann@haynesboone.com); (iv) CME, c/o Smith, Katzenstein & Jenkins LLP, 1000 West Street, Ste 1501, P.O. Box 410, Wilmington, DE 19899, Attn: Kathleen M. Miller (kmiller@skjlaw.com); and (v) any party that has requested notice pursuant to Bankruptcy Rule 2002 by hand delivery or in a manner as will cause such objection to be received by all such parties on or before the Objection Deadline. Any objections not filed and served as set forth above will not be considered by the Court.

### **COPIES OF THE PLAN AND DISCLOSURE STATEMENT**

11. If you wish to receive copies of the Plan and/or Disclosure Statement, they will be provided, as quickly as practicable, upon request to the Voting Agent, Upshot, either by writing to Compressus, Inc., Ballot Processing c/o Upshot Services LLC, 7808 Cherry Creek South Dr., Suite 112, Denver, CO 80231 or by telephone at (855) 812-6112 or via email at CompressusInfo@upshotservices.com. Copies of the Plan and Disclosure Statement will be available online at <http://www.upshotservices.com/compressus>. Copies of the Plan and Disclosure Statement are also on file with the Clerk of the Bankruptcy Court for the District of Delaware, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.deb.uscourts.gov/>.

**IF YOU HAVE ANY QUESTIONS REGARDING YOUR CLAIM OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT, UPSHOT AT PHONE (855) 812-6112 OR EMAIL COMPRESSUSINFO@UPSHOTSERVICES.COM**

Dated: November 3, 2015

GELLERT SCALI BUSENKELL & BROWN, LLC

/s/ Michael Busenkell

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