

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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|------------------------|---|-------------------------|
| -----X                 |   |                         |
| In re:                 | : | Case No. 20-10742 (MEW) |
|                        | : |                         |
| OMAGINE, INC., et al., | : | Chapter 11              |
|                        | : |                         |
| Debtors.               | : | Jointly Administered    |
| -----X                 |   |                         |

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
ORDER CONFIRMING DEBTORS' PLAN OF REORGANIZATION**

A hearing was held before the Court on October 26, 2022 (the "Confirmation Hearing"), to consider confirmation of the Debtors' Fifth Amended Plan of Reorganization dated June 27, 2022 [Doc. 115] attached hereto as Exhibit C (as modified, the "Plan")<sup>1</sup> proposed by the Debtors in the above-captioned jointly administered cases.

WHEREAS, the Fifth Amended Disclosure Statement dated June 27, 2022 [Doc. 114] for the Plan (the "Disclosure Statement") was approved by the Court on July 5, 2022, pursuant to the Order on Motion for Approval of: (i) the Debtor's Fifth Amended Disclosure Statement; (ii) Solicitation and Notice Procedures; (iii) Forms of Ballots; and (iv) Deadlines with Respect Thereto (the "Disclosure Statement Order") [Doc 118], which (a) approved the Disclosure Statement; (b) established procedures for soliciting and tabulating votes to accept or reject the Plan; and (c) scheduled a hearing on confirmation of the Plan for October 18, 2022 at 10:00 a.m. which was later adjourned to October 26, 2022, at 10:00 a.m. [Docs. 132 and 135];

WHEREAS, the solicitation and noticing procedures approved by the Court pursuant to the Disclosure Statement Order have been followed as set forth in the Certification Of Mitchell J. Rotbert Regarding Voting And Tabulation Of Ballots Accepting The Debtors' Fifth Amended Plan

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<sup>1</sup> Capitalized terms used herein without definition have the meanings provided for in the Plan or (if not defined in the Plan) as set forth in the Bankruptcy Code or the Bankruptcy Rules.

Of Reorganization Under Title 11 Of The United States Bankruptcy Code (the “Ballot Certification”) [Doc. 128] and the Declaration of Frank J. Drohan in Support of Confirmation of the Fifth Amended Plan of Chapter 11 Reorganization of Oimage, Inc. and Journey of Light, Inc., (the “Drohan Declaration”) as filed on October 6, 2022;

WHEREAS, the deadline for filing objections to the Plan was August 24, 2022;

WHEREAS, no objections to the Plan were made by the August 24, 2022 deadline;

WHEREAS, the deadline for filing Proofs of Claim was August 24, 2022;

WHEREAS, no Proofs of Claim were filed by the August 24, 2022 deadline;

WHEREAS, the deadline for casting ballots to accept or reject the Plan was August 24, 2022 and the results of voting have been certified by Mitchell J. Rotbert, counsel to Debtors, pursuant to the Ballot Certification;

WHEREAS, the Debtors have filed the Memorandum of Law in Support of Confirmation of the Fifth Amended Plan of Chapter 11 Reorganization of Oimage, Inc., and Journey of Light, Inc. (the “Confirmation Memorandum”);

WHEREAS, the Debtors have presented testimony, evidence and argument of counsel in support of confirmation of the Plan, and that the opportunity for additional testimony, evidence or argument of counsel was available to other parties in interest;

WHEREAS, following the Confirmation Hearing, the Debtors modified the Plan [Doc. 138] and proposed Order: (a) to clarify that the Administrative Bar Date shall be forty-five (45) days after the Effective Date; and (b) to demonstrate that the Plan complies with 11 U.S.C. §1123(a)(6) and 11 U.S.C. § 1129(a)(5)(B);

**NOW, THEREFORE**, based upon the Court’s review of (a) the Disclosure Statement, (b) the Plan, (c) the Drohan Declaration, (d) the Ballot Certification, (e) all of the evidence proffered

or adduced, filings and arguments of counsel during these Chapter 11 Cases and (f) all of the evidence proffered or adduced at, filings in connection with, and arguments of counsel made at, the Confirmation Hearing; and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing:

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

A. Findings of Fact and Conclusions of Law. The findings of fact and the conclusions of law stated in this Confirmation Order and on the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the proceeding by Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

B. Jurisdiction; Venue; Core Proceeding. This Court has jurisdiction over the Debtors' Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in the Southern District of New York was proper as of the Petition Date and continues to be proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L) upon which the Court may issue a final order, and confirmation of a plan by this Court is a constitutional exercise of the jurisdiction conferred by Congress on this Court. This Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

C. Transmittal and Mailing of Solicitation Materials and Notices. The solicitation materials and notices prescribed by the Disclosure Statement Order were served in compliance with the Disclosure Statement Order, and such service was adequate and sufficient. Adequate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be

noticed pursuant to the Disclosure Statement Order was given in compliance with Bankruptcy Rules and the Disclosure Statement Order and no other or further notice is or shall be required.

D. Adequacy of Voting Procedures. All procedures used to distribute the solicitation materials to the appropriate creditors entitled to vote on the Plan and to tabulate the ballots returned by creditors were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of the approved Disclosure Statement, and otherwise in compliance with Bankruptcy Code Sections 1125 and 1126 and Bankruptcy Rules 3017 and 3018.

E. Good Faith Solicitation – 11 U.S.C. § 1125(e). Based on the record before the Court in the Chapter 11 Cases, the Debtors, and any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, have acted in good faith within the meaning of Bankruptcy Code Sections 1125(e) and 1129(a)(3), and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in Bankruptcy Code Section 1125, and are entitled to the protections afforded by Bankruptcy Code Section 1125(e).

F. Votes to Accept or Reject the Plan. Classes 1, 2, 3 and 4 are impaired. Classes 1 and 3 have voted to accept the Plan pursuant to the requirements of Bankruptcy Code Sections 1125 and 1126. Class 2 is comprised of Insiders and is deemed to have accepted the Plan. Class 4 is comprised of three (3) JOL Unliquidated Claims for which no Proof of Claim was filed by the



August 24, 2022 deadline for doing so. Class 4 would have been an impaired Class and would have been deemed to reject the Plan but for the fact that Class 4 no longer exists. Class 1 and Class 3 are the only impaired Classes eligible to cast valid Ballots and both of such Classes have voted to accept the Plan. Class 5 is not impaired under the Plan and is deemed to have accepted the Plan pursuant to Bankruptcy Code Section 1126(f).

G. Releases. The releases of claims by the Debtors set forth in the Plan (the “Releases”) are appropriate under applicable law based on the record in these Chapter 11 Cases, including but not limited to the Drohan Declaration, the Ballot Certification, and the record established at the Confirmation Hearing.

H. Exculpations. The exculpation provisions set forth in the Plan (the “Exculpations”) are reasonable and are appropriately tailored to protect the Exculpated Persons from inappropriate litigation.

I. Injunctions. The injunction provisions set forth in the Plan (the “Injunctions”) are reasonable and proper in order to implement the Plan and to preserve and enforce the Releases and the Exculpations, and are appropriately tailored to achieve the foregoing purposes.

J. Jurisdiction and Authority. Each of the Releases, Exculpations, and Injunctions referenced above are within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b) and 1334(d).

K. Plan Compliance with Bankruptcy Code -- 11 U.S.C. § 1129(a)(1). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code Section 1129(a)(1).

(1) *Proper Classification—11 U.S.C. §§ 1122, 1123(a)(1)*. Aside from Administrative Claims, any DIP Payment Claims, Professional Compensation Claims and

Priority Tax Claims, which need not be classified, the Plan designates five Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Plan satisfies Bankruptcy Code Sections 1122 and 1123(a)(1).

(2) *Specified Unimpaired Classes—11 U.S.C. § 1123(a)(2).* The Plan specifies that Class 5 is Unimpaired under the Plan, thereby satisfying Bankruptcy Code Section 1123(a)(2).

(3) *Specified Treatment of Impaired Classes—11 U.S.C. § 1123(a)(3).* Classes 1, 2, and 3 are impaired under the Plan and thus Bankruptcy Code Section 1123(a)(3) is satisfied or otherwise inapplicable. Class 4 would have been an impaired Class and deemed to have rejected the Plan but for the fact that no Class 4 Claims presently exist. There are no longer any Class 4 Claims remaining as all Class 4 Claims are now Disallowed.

(4) *No Discrimination—11 U.S.C. § 1123(a)(4).* The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying Bankruptcy Code Sections 1123(a)(4).

(5) *Implementation of Plan—11 U.S.C. § 1123(a)(5).* The Plan provides adequate and proper means for its implementation, thereby satisfying Bankruptcy Code Sections 1123(a)(5).

(6) *Non-Voting Equity Securities—11 U.S.C. § 1123(a)(6)*. The Plan will be modified to expressly prohibit the issuance of non-voting equity securities. Therefore, the Plan as so modified will satisfy the requirement of Bankruptcy Code Section 1123(a)(6).

(7) *Selection of Officers and Directors—11 U.S.C. § 1123(a)(7)*. Article 6.4 of the Plan as modified provides that all of Oimage's Officers and Directors other than Drohan and Kuczynski shall resign on or prior to the Confirmation Date or shall be deemed to have resigned on the Effective Date and on and after such resignations or deemed resignations, as the case may be, Drohan shall continue as the president, chief executive officer and director of Reorganized Oimage and Kuczynski shall continue as the vice-president, secretary and director of Reorganized Oimage. Exhibit Q to the Plan provides that subsequent to the Effective Date, Reorganized JOL shall be merged with and into Reorganized Oimage (the "Merger") and Reorganized Oimage shall be the Company surviving the Merger (the "Surviving Corporation") and furthermore that the Surviving Corporation's Board of Directors and the officers of the Surviving Corporation shall have such duties imposed on them as provided by applicable law and the Surviving Corporation's organizational documents. In sum, the manner of selection of officers and directors of the Surviving Corporation and their compensation will be consistent with governing law and Oimage's practices prior to the Filing Date, and likewise consistent with the interests of Holders of Claims and Interests and with public policy. Accordingly, with respect to the Plan as modified, the requirements of Bankruptcy Code Section 1123(a)(7) are satisfied.

(8) *Additional Plan Provisions—11 U.S.C. § 1123(b)*. The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

a. *Impairment of Claims and Interests, Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases—11 U.S.C. § 1123(b)(1)-(2).* In accordance with Bankruptcy Code Section 1123(b)(1), Article 3 of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. In accordance with Bankruptcy Code Section 1123(b)(2), Article 9 of the Plan (i) stipulates that there are no unexpired leases in existence, and (ii) provides for the rejection of all executory contracts of the Debtors as of the Effective Date except for the Oimage-CCC Options which are executory contracts being assumed by Oimage pursuant to this Confirmation Order. The Plan is therefore consistent with Bankruptcy Code Section 1123(b)(1)-(2).

b. *Retention, Enforcement, and Settlement of Claims Held by the Debtors—11 U.S.C. § 1123(b)(3).* Pursuant to Bankruptcy Code Section 1123(b)(3), the Plan provides for the retention of certain Retained Actions.

c. *Modification of the Rights of Holders of Claims—11 U.S.C. § 1123(b)(5).* Article 3 of the Plan modifies or leaves unaffected, as the case may be, the rights of holders of each Class of Claims, and therefore, the Plan is consistent with Bankruptcy Code Section 1123(b)(5).

d. *Other Provisions Not Inconsistent with Applicable Provisions of the Bankruptcy Code; Deemed Consolidation—11 U.S.C. § 1123(b)(6).* The Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including: (a) the provisions of Article 4 and Article 6 of the Plan regarding the means for executing and implementing the Plan; (b) the provisions of Article 9 of the Plan governing the treatment of executory

contracts and unexpired leases; (c) the provisions of Article 5 and Article 7 of the Plan (i) governing distributions on account of Allowed Claims, particularly as to the timing and calculation of amounts to be distributed and (ii) the provisions of the Plan and Section 502(b)(9) of the Bankruptcy Code governing non-distributions on account of Disallowed Claims, particularly as to those unliquidated Claims for which no proof of claim was timely filed on or before the Bar Date of August 24, 2022; (d) the provisions of Article 10 of the Plan regarding the Releases, Exculpations, and Injunction; and (e) the provisions of Article 12 of the Plan regarding retention of jurisdiction by the Court over certain matters after the Effective Date. The Plan is therefore consistent with Bankruptcy Code Section 1123(b)(6) and Section 502(b)(9).

(9) *Plan Compliance with Fed. R. Bankr. P. 3016.* The Plan is dated and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the Court satisfies Bankruptcy Rule 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Bankruptcy Rule 3016(c) to the extent applicable.

(10) *Compliance with Fed. R. Bankr. P. 3017.* The Debtors have given notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to the creditors entitled to vote on the Plan in accordance with Bankruptcy Rule 3017(d).

(11) *Compliance with Fed. R. Bankr. P. 3018.* The solicitation of votes to accept or reject the Plan satisfies Bankruptcy Rule 3018. The Plan was transmitted to all creditors entitled to vote on the Plan, sufficient time was prescribed for such creditors to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with Bankruptcy Code Sections 1125 and 1126, thereby satisfying the requirements of Bankruptcy Rule 3018.

L. Debtors' Compliance with Bankruptcy Code—11 U.S.C. § 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code Section 1129(a)(2). Specifically:

- a. The Debtors are proper debtors under Bankruptcy Code Section 109.
- b. The Debtors have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by order of the Court.
- c. The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order, including, but not limited to, the provisions of Bankruptcy Code Sections 1125 and 1126 in transmitting the Plan, the Disclosure Statement, the Ballots and related documents and notices and in soliciting and tabulating votes to accept or reject the Plan.

M. Plan Proposed in Good Faith—11 U.S.C. § 1129(a)(3). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying Bankruptcy Code Section 1129(a)(3). The Debtors' good faith is evident from the Drohan Declaration, the Ballot Certification and the record of these Chapter 11 Cases, including the record of the hearing to approve the Disclosure Statement and the record of the Confirmation Hearing. Based upon the evidence proffered at the Confirmation Hearing, the Court finds and concludes

that the Plan has been proposed with the legitimate and honest purpose of reorganizing the Debtors' financial affairs. Moreover, the sufficiency of disclosure, the support of the Debtors' primary constituencies, and the unanimous acceptance of the Plan by Holders of Claims who voted on it, all provide independent evidence of the Debtors' good faith in proposing the Plan in compliance with Bankruptcy Code Section 1129(a)(3). Further, the Plan's classification and treatment of Claims and Interests, its compromise provisions, and its exculpation, release, and injunction provisions are consistent with Bankruptcy Code Sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142.

N. Payments for Services or Costs and Expenses—11 U.S.C. § 1129(a)(4). Except as otherwise provided in the Plan, certain prior orders of the Court, including the Orders of November 3, 2021 [Doc. Nos. 80 and 81] approving the retention of BSA and RBL under 11 U.S.C. § 328(a), any payments made or to be made by the Debtors for services or for costs and expenses incurred in connection with the Chapter 11 Cases are subject to the Court's approval.

O. Directors, Officers and Insiders—11 U.S.C. § 1129(a)(5). Article 6.4 of the Plan as modified provides that all of Oimage's Officers and Directors other than Drohan and Kuczynski shall resign on or prior to the Confirmation Date or shall be deemed to have resigned on the Effective Date and on and after such resignations or deemed resignations, as the case may be, Drohan shall continue as the president, chief executive officer and director of Reorganized Oimage and Kuczynski shall continue as the vice-president, secretary and director of Reorganized Oimage. Exhibit Q to the Plan provides that subsequent to the Effective Date, Reorganized JOL shall be merged with and into Reorganized Oimage (the "Merger") and Reorganized Oimage shall be the Company surviving the Merger (the "Surviving Corporation") and furthermore that the Surviving Corporation's Board of Directors and the officers of the Surviving Corporation shall

have such duties imposed on them as provided by applicable law and the Surviving Corporation's organizational documents. In sum, the manner of selection of officers and directors of the Surviving Corporation and their compensation will be consistent with governing law and Oimage's practices prior to the Filing Date, and likewise consistent with the interests of Holders of Claims and Interests and with public policy. The members of the Oimage's Board of Directors are Frank J. Drohan, Charles P. Kuczynski, Jack Smith, Louis J. Lombardo and Alan Matus. The members of the JOL's Board of Directors are Frank J. Drohan and Charles P. Kuczynski. The Debtors' officers are Frank J. Drohan and Charles P. Kuczynski. The Plan therefore complies with Bankruptcy Code Section 1129(a)(5).

P. No Rate Changes—11 U.S.C. § 1129(a)(6). This Section of the Bankruptcy Code is inapplicable because there is no governmental regulatory commission that has jurisdiction over the rates that the Debtors charge.

Q. Best Interests of Creditors—11 U.S.C. § 1129(a)(7). The Plan satisfies Bankruptcy Code Section 1129(a)(7). The Drohan Declaration, the liquidation analysis included in the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing: (1) are persuasive and credible, (2) have not been controverted by other evidence, and (3) establish that each Holder of an Impaired Allowed Claim or Allowed Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Allowed Claim or Allowed Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

R. Acceptance or Rejection by Certain Classes—11 U.S.C. § 1129(a)(8). Classes 1 and 3 have voted to accept the Plan. Class 2 is comprised of Insiders and is deemed to have accepted



the Plan. Class 4 would have been deemed to have rejected the Plan but there are no creditor in Class 4 and that Class no longer exists. Class 5 is unimpaired and is conclusively presumed to have accepted the Plan under Bankruptcy Code Section 1126(f). No Class voted to reject the Plan.

S. Treatment of Administrative, Priority and Tax Claims—11 U.S.C. § 1129(a)(9).

There are no Governmental Entity Claims. New York State (“NYS”) filed a proof of claim with the Bankruptcy Court in the amount of (i) \$194.83 for estimated interest purported to be owed by Oimage, (ii) \$5,000 of estimated penalties purported to be owed by Oimage, and (iii) zero dollars (\$0) for unspecified estimated items which NYS said they would calculate later. Oimage disputed these Claims alleged by NYS and filed objections to them with the Bankruptcy Court [Docs 116, 116-1, 116-2 and 117, 117-1, 117-2]. Subsequently NYS withdrew its Proofs of Claim [Doc 120] and the Bankruptcy Court issued an Order sustaining Oimage’s objection [Doc 125]. Oimage contacted the Delaware state tax department and was advised by its personnel that Oimage should file any franchise tax returns and pay any amounts that may be determined to be due after the Three Cases are resolved. As required by section 1129(a)(9) of the Bankruptcy Code, the Plan provides for payment in full of United States Trustee fees and Priority Tax Claims. The Holders of all Administrative Claims, Professional Compensation Claims and Super-Priority DIP Payment Claims have all agreed to defer the full or Pro-Rata Amount payments thereof until after a Conclusion of the Oman Contract Case. For these reasons, the Debtors have satisfied the requirements of section 1129(a)(9) of the Bankruptcy Code. Accordingly, Bankruptcy Code Section 1129(a)(9) is satisfied.

T. Acceptance by Impaired Class—11 U.S.C. § 1129(a)(10). Classes 1 and 3 have voted to accept the Plan within the meaning of Bankruptcy Code Section 1126, without including any acceptance by any Insider. Therefore, Bankruptcy Code Section 1129(a)(10) is satisfied.

U. Feasibility—11 U.S.C. § 1129(a)(11). The Plan satisfies Bankruptcy Code Section 1129(a)(11). The Drohan Declaration, the feasibility analysis included in the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing: (1) are persuasive and credible, (2) have not been controverted by other evidence, and (3) establish that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization of Reorganized Omaine or Reorganized JOL.

V. Payment of Fees—11 U.S.C. § 1129(a)(12). The payment of fees payable pursuant to 28 U.S.C. § 1930, together with interest, if any, pursuant to 28 U.S.C. § 3717, will be the responsibility of: (a) the Debtors prior to the Effective Date and (b) Reorganized Omaine through such time as a particular Chapter 11 Case is closed, dismissed, or converted. Thus, Bankruptcy Code Section 1129(a)(12) is satisfied.

W. Continuation of Retiree Benefits - 11 U.S.C. § 1129(a)(13). The Debtors are not obligated to pay any retiree benefits, and Bankruptcy Code Section 1129(a)(13) is inapplicable.

X. Domestic Support Obligations, Individuals and Certain Transfers—11 U.S.C. § 1129(a)(14)-(16). The Debtors are not required to pay any domestic support obligations and, therefore, Bankruptcy Code Section 1129(a)(14) is satisfied. The Debtors are not individuals and accordingly Bankruptcy Code Section 1129(a)(15) is inapplicable in these Chapter 11 Cases. The Debtors are moneyed, business or commercial corporations or trusts, as the case may be and accordingly Bankruptcy Code Section 1129(a)(16) is inapplicable in these Chapter 11 Cases.

Y. Only One Plan—11 U.S.C. § 1129(c). Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of Bankruptcy Code Section 1129(c) have been satisfied.

Z. Principal Purpose—11 U.S.C. § 1129(d). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the requirements of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of Bankruptcy Code Section 1129(d).

AA. Retention of Jurisdiction. The retention of jurisdiction over the items identified within Article 12, including but not limited to all or any portion of the Oman Contract Case, is an integral to component of the funding of Reorganized Oimage and the implementation of the Plan generally. The Court retains jurisdiction regarding all such Retained Actions and other Causes of Action as is necessary and appropriate to facilitate implementation of the Plan.

BB. Occurrence of Reorganization Transactions. The reorganization transactions provided for within the Plan are permissible and may occur or be deemed to have occurred upon the Effective Date.

CC. Closing of Case. Cause exists to close jointly administered Case No. 1:20-bk-10743-MEW as it will be fully administered subsequent to the Effective Date.

DD. No Objection to Deemed Rejection of Executory Contracts. No party to an executory contract to be rejected by Oimage pursuant to the Plan has objected to such rejection.

EE. Plan Modifications. Pursuant to the provisions of Section 1127 of the Bankruptcy Code and Article 13.1 of the Plan, Debtors have modified the Plan to (i) contain a provision that prohibits any issuance of Non-Voting Equity Securities per § 1123(a)(6), and (ii) contain a provision that discloses that the compensation of officers and directors of Reorganized Oimage will be consistent with governing law and Oimage's practices prior to the Filing Date, and likewise consistent with the interests of Holders of Claims and Interests and with public policy (each, a "Modification"). Neither Modification materially or adversely affects or changes the

treatment of any Holder of a Claim or Interest. Accordingly, pursuant to Bankruptcy Rule 3019, such Modifications do not require additional disclosure under Bankruptcy Code Section 1125 or re-solicitation of acceptances or rejections under Bankruptcy Code Section 1126, nor do they require that Holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Disclosure of the Modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of these Chapter 11 Cases.

FF. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code Sections 1129(a) and 1129(b) by a preponderance of the evidence.

GG. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Bankruptcy Code Section 1129.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:**

1. Approval of the Modifications. The Modifications are approved. In accordance with Bankruptcy Code Section 1127 and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Modifications. No Holder of a Claim shall be permitted to change its vote as a consequence of the Modifications. The Plan as modified by the Modifications shall constitute the Plan and all references herein to the Plan shall mean the Plan as so modified.

2. Confirmation of Plan. All requirements for confirmation of the Plan have been satisfied. The Plan and any exhibits thereto are approved in their entirety and confirmed under Bankruptcy Code Section 1129. The failure specifically to include or reference any particular term

or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term or provision, it being the intent of the Court that the Plan be confirmed in its entirety.

3. Binding Effect. Effective on the Effective Date or any other date if so provided in the Plan, and except as expressly provided otherwise in this Confirmation Order, the Plan and its provisions shall be binding to the fullest extent of the law upon the Debtors, Reorganized Debtors, any party in interest, any entity acquiring or receiving property or a Distribution under the Plan and any Holder of a Claim against or Interest in the Debtors, including all governmental entities, whether or not the Claim or Interest of such Holder is impaired under the Plan and whether or not such Holder or entity has accepted the Plan. The Plan constitutes the legal, valid, binding, enforceable, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with its terms.

4. Plan Implementation Authorization. The Debtors and the Reorganized Debtors, and the respective directors, officers, members, agents, employees, authorized representatives, and attorneys, are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document, including, without limitation, the Plan, as the same may be modified, amended and supplemented, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law.

5. Approval of Plan Exculpation, Debtor Releases, Injunction. The Exculpations, Releases, and Injunctions provided in Article 10 of the Plan are approved as set forth more fully in the Plan, as of the Effective Date and subject to the occurrence of the Effective Date:

6. Vesting and Jurisdiction Over Retained Actions. Except as otherwise provided in the Plan or Confirmation Order, in accordance with Section 1123(b)(3) of the Bankruptcy Code, any Retained Actions and Retained Causes of Action that the Debtors may hold against any Entity shall vest upon the Effective Date in the Reorganized Debtors and the Reorganized Debtors shall have the exclusive right to institute and prosecute any Retained Action and Retained Causes of Action, without further order of the Bankruptcy Court, in any court or other tribunal. Retained Actions and Retained Causes of Action thereafter shall remain the sole property of the Reorganized Debtors, and any proceeds therefrom shall be the property of the Reorganized Omagine except that any Recovery under the Oman Contract Case is required to be prioritized to first fund the Plan.

7. Exemption from Certain Taxes. Pursuant to Bankruptcy Code Section 1146(a), the issuance, transfer or exchange of any security or the making or delivery of any instrument of transfer under the Plan may not be taxed under any law imposing a stamp tax, use tax, sales tax or similar tax. Any sale of any Asset of the Debtors occurring after or upon the Effective Date shall be deemed to be in furtherance of the Plan.

8. Approval of Deemed Rejection of Executory Contracts. Unless otherwise provided in an Order of or in proceedings before the Court specifically dealing with an Executory contract that is subject to rejection pursuant to Article 9 of the Plan, the rejection of such Executory Contract is hereby approved as of the Confirmation Date. If the rejection pursuant to Article 9 results in a Claim for damages, then such Claim shall be forever barred and shall not be enforceable against the Estates, their successors or properties unless a Proof of Claim is filed and served on the

Debtors or Reorganized Debtors, as applicable, within thirty (30) days after the date of notice of the entry of this Confirmation Order.

9. Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other federal laws are applicable, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection with the Plan, the construction, implementation, and enforcement of the Plan and all rights 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 conflicts of law principles which would apply the law of a jurisdiction other than the State of New York.

10. Claims Bar Dates and Other Claims Matters.

a. Bar Date for Administrative Claims other than Professional Compensation Claims and Priority Tax Claims. Other than with respect to (i) professional compensation Claims addressed in subsection (b) below, (ii) Priority Tax Claims addressed in subsection (c) below, and (iii) other Claims matters addressed in subsection (e) below any and all requests for payments or proofs of Administrative Claims must be filed with the Bankruptcy Court on or before the date that is the first Business Day after the date that is forty-five (45) days after the Effective Date (the “Administrative Bar Date”). Objections to any such application in respect of such Administrative Claim must be filed with the Bankruptcy Court and served on the requesting party or other entity seeking payment, no later than twenty-one (21) days (or the next Business Day if such day is not a Business Day) after the Administrative Bar Date (the “Objection Date”), unless such date is extended by the Bankruptcy Court. Any Administrative Claim that is not timely filed and asserted in accordance with this Confirmation Order shall be deemed disallowed under the Plan and

shall be forever barred against any of the Estates or any of their Assets or property, and the holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Administrative Claim.

b. *Bar Date for Professional Compensation Claims and Insider Consultant Claims.* To the extent not previously approved by Order of this Court (including the Orders of November 3, 2021 [Doc Nos. 80 and 81] approving the retention of BSA and RBL), all applications for payment of professional compensation Claims must be filed with the Bankruptcy Court on or before the Administrative Bar Date. All applications for payment of Insider Consultant Claims must be filed with the Bankruptcy Court on or before the Administrative Bar Date. Objections to any such application in respect of such Administrative Claim must be filed with the Bankruptcy Court and served on the requesting Professional or other entity seeking payment, no later than the Objection Date, unless such date is extended by the Court. Any professional compensation Claim or Insider Consultant Claim that is not timely filed and asserted in accordance with this Confirmation Order shall be deemed Disallowed under the Plan and shall be forever barred against any of the Estates or any of their Assets or property, and the holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Claim. For the avoidance of doubt, notwithstanding anything to the contrary contained herein or in the Plan, (i) payments to RBL shall be made pursuant to and in compliance with the provisions of the RBL Engagement Agreement and payments to BSA shall be made pursuant to and in compliance with the provisions of the BSA Engagement Agreement. [Doc Nos. 80 and 81].



c. Bar Date for Priority Tax Claims. To be eligible to receive distributions under the Plan on account of a Priority Tax Claim, holders of such Priority Tax Claims must file a Proof of Claim with the Bankruptcy Court on or before the Administrative Bar Date. Objections to any such Priority Tax Claims must be filed with the Bankruptcy Court and served on the requesting party or other entity seeking payment, no later than the Objection Date, unless such date is extended by the Bankruptcy Court. Any Priority Tax Claim that is not timely filed and asserted in accordance with this Confirmation Order shall be deemed Disallowed under the Plan and shall be forever barred against any of the Estates or any of their Assets or property, and the holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Claim.

d. Bar Date for filing Proofs of Claims With Respect to Unliquidated Claims. Any Claim listed and recorded on Debtors' Schedules as unliquidated and as to which no proof of claim was filed on or before the August 24, 2022 Bar Date with respect thereto is Disallowed under the Plan ("Disallowed Claim") and any such Disallowed Claim is forever barred against any of the Estates or any of their Assets or property, and the Holder of any such Disallowed Claim is enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Disallowed Claim.

e. Other Claims Matters. For the avoidance of doubt, notwithstanding anything to the contrary contained herein or in the Plan, payments to Al-Sada shall be made pursuant to and in compliance with the Al-Sada Promissory Note and payments to Grossman shall be made pursuant to and in compliance with the Grossman Promissory Note.

f. Bar Date for Rejection Damages Claims. If the rejection of an Executory Contract under Article 9.3 of the Plan gives rise to a Claim by the non-Debtor party or parties to such contract, such Claim shall be forever barred and shall not be enforceable against the Estates, their successors, or properties unless a Proof of Claim is filed with the Bankruptcy Court and served on the relevant Debtor or Reorganized Debtor, as applicable, within 30 days after the Effective Date.

11. Effect of Conflict Between Plan and Confirmation Order. If there is any conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

12. Retention of Jurisdiction. Pursuant to Bankruptcy Code Sections 105(a) and 1142, and notwithstanding entry of this Confirmation Order and occurrence of the Effective Date, this Bankruptcy Court shall retain jurisdiction over all matters arising out of and related to the Debtors' Chapter 11 Cases and the Plan, including the interpretation and enforcement of this Confirmation Order, to the fullest extent permitted by law, except as otherwise set forth in the Plan.

13. Occurrence of Reorganization Transactions. On the Effective Date, subject in all respects to the Plan, each of the reorganization transactions provided for within the Plan shall be deemed to have occurred to the extent such occurrence does not require any further action on the part of any party; such transactions including but not limited to the granting of releases, and the execution and delivery of documents

14. Payment of Statutory Fees. With respect to the period prior to the Effective Date, all Statutory Fees pursuant to 28 U.S.C. § 1930(a)(6) shall be paid by the Debtors on the Effective Date or other required payment date. The payment of fees payable pursuant to 28 U.S.C. §

1930, together with interest, if any, pursuant to 28 U.S.C. § 3717, will be the responsibility of the:  
(a) the Debtors prior to the Effective Date and (b) Reorganized Oimage through such time as a particular Chapter 11 Case is closed, dismissed, or converted.

15. Monthly Operating Reports. The Debtors until the Effective Date, and Reorganized Oimage thereafter, shall be responsible for the preparation of and filing of monthly operating reports pursuant to the Chapter 11 Guidelines until the entry of a final decree, the cases are dismissed or converted.

16. Closing Reports. Unless the Court orders otherwise, within fourteen (14) days after the Estate is fully administered, Reorganized Oimage must file and serve upon the United States Trustee a closing report substantially in the form regularly required by this Court.

17. Final Order; Authorization to Consummate Plan. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rule 3020(e), this Confirmation Order shall take effect immediately upon its entry and the Debtors are authorized to consummate the Plan immediately after entry of this Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

18. Notice of Entry of Confirmation Order. No later than five business days following the date of entry of this Confirmation Order, the Debtors shall serve notice of the entry of this Confirmation Order pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c) on all holders of Allowed Claims and Equity Interests, the U.S. Trustee, and any party who has requested notice pursuant to Bankruptcy Rule 2002.

19. Notice of Effective Date and Recovery Date. Within five business days following the occurrence of the Effective Date, Reorganized Oimage shall file notice of the Effective

Date with the Court. Within five business days following the occurrence of the Recovery Date, Reorganized Oimage shall file notice of the Recovery Date with the Court.

20. Closing of Cases. The Debtors have filed contemporaneously herewith a proposed order, attached hereto as Exhibit B, providing for the closure of jointly administered Case No. 1:20-bk-10743-MEW as it will be fully administered subsequent to the Effective Date.

21. Remaining Open Case. The lead case of Oimage, Inc., identified as Case No. 1:20-bk-10742-MEW, shall remain open and subject to the Plan in all respects.

22. Injunction. From and after the Effective Date, all Persons are permanently enjoined from taking any action that would interfere with the implementation of the Plan or with the use, disposition and distribution of assets and recoveries as specified in the Plan.

Dated: New York, New York  
November 1, 2022

s/Michael E. Wiles  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**Notice of Entry of Confirmation Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|                        |   |                         |
|------------------------|---|-------------------------|
| -----X                 |   |                         |
| In re:                 | : | Case No. 20-10742 (MEW) |
|                        | : |                         |
| OMAGINE, INC., et al., | : | Chapter 11              |
|                        | : |                         |
| Debtors.               | : | Jointly Administered    |
| -----X                 |   |                         |

**NOTICE OF (i) ENTRY OF ORDER CONFIRMING DEBTORS' PLAN OF  
REORGANIZATION, AND (ii) BAR DATES FOR PROFESSIONAL FEE CLAIMS,  
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND REJECTION DAMAGE  
CLAIMS**

**TO: ALL PARTIES IN INTEREST ENTITLED TO RECEIVE NOTICE**

**PLEASE TAKE NOTICE THAT:**

1. On October [ ], 2022, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered its *Proposed Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Plan of Reorganization* (the "Confirmation Order"). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings ascribed to such terms in the Debtors' *Fifth Amended Plan of Reorganization* dated June 27, 2022 (including all exhibits thereto and as modified (the "Plan")).

2. The Plan will become effective in accordance with its terms on the date on which all conditions to the Effective Date of the Plan as set forth in Article 11.2 of the Plan have been satisfied or waived. The Debtors shall file a notice of the occurrence of the Effective Date and the Recovery Date with the Bankruptcy Court and serve a copy thereof on all parties entitled to notice in these Chapter 11 Cases.

3. In accordance with the Confirmation Order, all Administrative Claims, Professional Compensation Claims, and Priority Tax Claims must (unless otherwise ordered by the Bankruptcy Court) be filed no later than the date (the “Administrative Bar Date”) that is the first Business Day that is at least forty-five (45) days after the Effective Date (as such term is defined in the Plan), unless otherwise ordered by the Bankruptcy Court. Objections to any such application in respect of such Administrative Claim must be filed with the Bankruptcy Court and served on the requesting party or other entity seeking payment, no later than the first Business Day that is twenty-one (21) days after the Administrative Bar Date (the “Objection Date”).

4. In accordance with paragraph 13(f) of the Confirmation Order, if the rejection of an Executory Contract under Article 9.3 of the Plan gives rise to a Claim by the non-Debtor party or parties to such contract, such Claim shall be forever barred and shall not be enforceable against the Estates, their successors, or properties unless a Proof of Claim is filed with the Bankruptcy Court and served on the relevant Debtor or Reorganized Debtor, as applicable, within thirty (30) days after the Effective Date.

**5. Any Administrative Claim, Professional Compensation Claim, Priority Tax Claim or Rejection Damages Claim which is not timely submitted in accordance with the foregoing deadlines shall be deemed disallowed and shall be forever barred against any of the**

**Estates, or any of their Assets or property, and the holder thereof shall be enjoined from  
commencing or continuing any action, employment of process to act to collect, offset,  
recoup, or recover such Claim.**

Dated: \_\_\_\_\_

Respectfully Submitted,

**ROTBERT BUSINESS LAW P.C.**

By: /s/ Mitchell J. Rotbert

Mitchell J. Rotbert

Bar No. MR-0484

9059 Shady Grove Court

Gaithersburg, Maryland 20877

Phone: (240) 477-4778

Fax: (888) 913-2307

[mitch@rotbertlaw.com](mailto:mitch@rotbertlaw.com)

*Counsel for Debtors*

**EXHIBIT B**

**Proposed Order Closing Chapter 11 Case**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|                        |   |                         |
|------------------------|---|-------------------------|
| -----X                 | : |                         |
| In re:                 | : | Case No. 20-10742 (MEW) |
|                        | : |                         |
| OMAGINE, INC., et al., | : | Chapter 11              |
|                        | : |                         |
| Debtors.               | : | Jointly Administered    |
| -----X                 | : |                         |

**ORDER CLOSING THE DEBTOR'S CHAPTER 11 CASE**

Pursuant to the *Findings of Fact, Conclusions of Law and Order Confirming Debtors' Plan of Reorganization* providing for the closing of certain of the above-captioned jointly administered Chapter 11 Cases as of the filing of the notice of Effective Date; and the Court having determined just cause exists for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Chapter 11 Case of Journey of Light, Inc. Case No. 1:20-bk-10743-MEW shall be CLOSED for all purposes as of the filing of the notice of Effective Date, without any further action required of any of the Debtors.
2. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation or implementation of the Plan and this Order.

Dated: November \_\_, 2022  
New York, New York

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE



## **EXHIBIT C**

### **The Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re

OMAGINE, INC., *et al.*

*Debtors.*

Case No. 1:20-bk-10742-MEW

Chapter 11

(Jointly Administered with  
Case No. 1:20-bk-10743-MEW)

**FIFTH AMENDED PLAN OF REORGANIZATION  
FOR  
OMAGINE, INC.  
AND  
JOURNEY OF LIGHT, INC.**

Filed by:

Oimage, Inc.  
Debtor and Debtor in Possession

Attorneys for Debtors:

ROTBERT BUSINESS LAW P.C.

Mitchell J. Rotbert

9059 Shady Grove Court

Gaithersburg, Maryland 20877

Phone: (240) 477-4778

Fax: (888) 913-2307

mitch@rotbertlaw.com

Omagine, Inc. and Journey of Light, Inc., each a “Debtor” and “Debtor in Possession” and collectively the “Debtors” and “Debtors in Possession” in the above-captioned jointly administered Bankruptcy Cases pursuant to Sections 1121 and 1123 of the Bankruptcy Code and Rule 3016 of the Bankruptcy Rules, propose this Plan for the resolution of the Claims against and Interests in Oimage and JOL. Oimage is the Proponent of this Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan meets all the requirements for confirmation as set forth in Section 1129 of the Bankruptcy Code.

## **Article 1**

### **Introduction**

#### **1.1 Disclosure Statement.**

Contemporaneously with the filing of this Plan, Debtors filed and served a Disclosure Statement, as required by Section 1125 of the Bankruptcy Code. The Disclosure Statement contains the history of Debtors, financial information regarding Debtors and their Assets, and a solicitation of acceptance of this Plan.

#### **1.2 Property, Claims and Interests**

This Plan deals with all property of Debtors and provides for treatment of all Claims against and Interests in Debtors and their property.

## **Article 2**

### **Definitions and General Provisions**

For the purposes of this Plan, except as otherwise expressly provided herein all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Article 2.1 hereof. Any term that is not defined herein but is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term therein.

2.1 The following terms, when used in this Plan or in the Disclosure Statement, shall have the following meanings:

|                              |  |
|------------------------------|--|
| Administrative Expense Claim | means an Allowed Claim for payment of an administrative expense entitled to priority under Section 507 of the Bankruptcy Code.   |
| Adverse Conclusion           | means a Conclusion to the Oman Contract Case not subject to further appeal or review which results in no Recovery.   |
| Allowed                      | means that Claim or Interest that (i) has been timely filed with the Bankruptcy Court and is liquidated in amount and has not been objected to, (ii) has been listed by either Debtor in the Schedules as being neither contingent, unliquidated nor disputed, or (iii) has been allowed by a Final Order of the Bankruptcy Court. |

|                                      |   |
|--------------------------------------|---|
| Allowed Claim                        | means a Claim or portion thereof that is enforceable against a Debtor or enforceable against the property of a Debtor under Sections 502 or 503 of the Bankruptcy Code, including Creditor Claims, Administrative Expense Claims and, if applicable, Newfound Claims.   |
| Al-Sada                              | means Mohammed Al-Sada, that certain individual who is a citizen of the State of Qatar and who signed and executed the Al-Sada Promissory Note.   |
| Al-Sada Administrative Expense Claim | means a Super-Priority Administrative Expense Claim held by Al-Sada in the amount of the Al-Sada DIP Payment.   |
| Al-Sada DIP Payment                  | means the payment amount due from Oimage to Al-Sada pursuant to the terms of the Al-Sada Promissory Note.   |
| Al-Sada Promissory Note              | means that certain promissory note dated May 31, 2021 between Oimage and Al-Sada attached hereto as Exhibit I which memorializes a thirty-five thousand USD (\$35,000) loan from Al-Sada to Oimage and the terms of the Al-Sada DIP Payment and which Al-Sada Promissory Note has been approved by the Bankruptcy Court.  |
| Assets                               | means, as defined by Section 541 of the Bankruptcy Code, collectively all of the property of the Estates of Debtors (including without limitation, all of the assets, property, interests (including equity interests) and effects, real and personal, tangible and intangible, including all Avoidance Actions), wherever situated as such properties exist on the Effective Date or thereafter. |
| Avoidance Action                     | means any claim or cause of action of the Estate arising out of or maintainable pursuant to Sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code or any other similar applicable law, regardless of whether such action has been commenced prior to the Effective Date.  |
| Ballot(s)                            | means, in the forms attached hereto as Exhibit F-1 for Class 1; Exhibit F-2 for Class 2; Exhibit F-3 for Class 3 and Exhibit F-4 for Class 4, the Ballot included in the Solicitation Package mailed to each Holder of a Claim in an Impaired Class who is entitled to vote on the Plan.  |
| Bankruptcy Cases                     | means collectively, the Oimage Bankruptcy Case and the JOL Bankruptcy Case.   |
| Bankruptcy Code                      | means Title 11 of the United States Code.   |
| Bankruptcy Court                     | means the United States Bankruptcy Court for the Southern District of New York.   |
| Bankruptcy Rules                     | means, collectively, the Federal Rules of Bankruptcy Procedure.   |

|                           |   |
|---------------------------|---|
| Bar Date                  | means August 24, , 2022 which is the date each Holder's proof of claim must be received by the Bankruptcy Court .   |
| Broadridge                | means collectively Broadridge Financial Solutions, Inc. and Mediant, Inc. both of which are financial services companies which provide SEC compliant shareholder communications and mailings to the shareholders of U.S. publicly traded companies, including Omagine.  |
| BSA                       | means BSA Al Rashdi & Al Barwani Advocates & Legal Consultants, a law firm based in Muscat, Oman and licensed to practice law before the courts in Oman.  |
| BSA Contingency Fee       | means a contingent legal fee related to the Oman Contract Case and which fee is, pursuant to the terms of the BSA Engagement Agreement, equal to twenty-seven and one-half percent (27.5%) of any Recovery and which fee is an Administrative Expense Claim payable to BSA pursuant to the terms of the BSA Engagement Agreement.   |
| BSA Engagement Agreement  | means that certain agreement between BSA and Omagine dated May 25, 2021, approved by the Bankruptcy Court and attached hereto as Exhibit H.   |
| BSA Excess Expenses Claim | <p>means, in relation to the Oman Contract Case the amount, if any, of BSA legal expenses in excess of \$20,000 which amount BSA has agreed pursuant to section 4.2 of the BSA Engagement Agreement to the following payment terms:</p> <ol style="list-style-type: none"><li>i. to defer payment of such BSA Excess Expenses Claim until after all other payment obligations under the Plan have been paid in full, and</li><li>ii. if Pool 6 is an Insufficient Funds Pool, to accept a Pro-Rata Amount in full satisfaction of such BSA Excess Expenses Claim, and</li><li>iii. if there is an Adverse Conclusion, to waive payment of such BSA Excess Expenses Claim.</li></ol> |
| Business Day              | means any day on which commercial banks are required to be open for business in New York City.  |
| Cause of Action           | means any claim or cause of action any Person may allege, have, pursue or prosecute against any other Person whether via litigation or otherwise; including but not limited to all Avoidance Actions and any and all of Debtors' or Reorganized Omagine's actions, suits, accounts, agreements, promises, rights to payment and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, and whether asserted or assertible directly or derivatively, in law, equity, or otherwise.   |

|                             |   |
|-----------------------------|---|
| CCC                         | means Consolidated Contractors International Company, S.A.L., a Lebanese corporation.   |
| CCC-Oman                    | means Consolidated Contractors Co. Oman LLC, an Omani limited liability company and a subsidiary of CCC.  |
| CCC-Panama                  | means Consolidated Contracting Company, S.A., a Panamanian corporation and a subsidiary of CCC.   |
| Certificated Shares         | means Common Shares represented by a physical stock certificate issued by Oimage to an Oimage Shareholder (a "Stock Certificate") which Stock Certificate specifies the number of such Certificated Shares and the name and address of the Shareholder owning such Certificated Shares.   |
| Certificated Shareholder(s) | means each Oimage Shareholder identified in the shareholder list attached hereto as Exhibit O other than CEDE & Company which is the nominee for the Street Name Shareholders.  |
| Chapter 11                  | means Chapter 11 of the Bankruptcy Code.  |
| Claim(s)                    | means a claim against either Oimage or JOL whether or not asserted, as defined in Section 101(5) of the Bankruptcy Code.  |
| Class                       | means a category of Claims or Interests in existence as of the Filing Date and described in this Plan and collectively they are the "Classes."  |
| Common Shares               | means shares of the Common Stock.   |
| Common Stock                | means the \$0.001 par value common stock of Oimage.   |
| Compliance Activities       | means all those activities and actions to be undertaken by Oimage after the Recovery Date, including but not limited to the preparation and filing of updated SEC reports and audited financial statements, and such other actions as may be necessary, required or convenient to restore and maintain Oimage's compliance with the Securities Act and the Exchange Act and relative to restoring a public trading market for the Common Stock. |
| Conclusion                  | means in respect of the Oman Contract Case, the occurrence not subject to further review of either a Recovery or an Adverse Conclusion.   |
| Conclusion Date             | means the date on which a Conclusion occurs.  |
| Confirmation Date           | means the date on which the Bankruptcy Court enters the Confirmation Order.   |
| Confirmation Hearing        | means the hearing before the Bankruptcy Court held to consider confirmation of this Plan and related matters under Section 1128 of the Bankruptcy Code, as such hearing may be continued.   |
| Confirmation Order          | means an order confirming this Plan pursuant to Section 1129 of the Bankruptcy Code entered by the  |

|                                |   |
|--------------------------------|---|
|                                | Bankruptcy Court, which shall in all respects be reasonably acceptable to Debtors.  |
| Contingent Payment Agreement   | means any Conversion Right or Stock Purchase Right associated with or incorporated into a Note for the purpose of being an alternative payment method to cash payment of amounts due under such Note.   |
| Conversion Right               | means an Executory Contract incorporated into a Note pursuant to which the Holder of such Note has the right under certain circumstances to convert all or any portion of the amount owing under such Note (a "Conversion Amount") into Common Shares in lieu of cash payment to such Holder of such Conversion Amount.   |
| Creditor                       | means any Holder of a Claim.  |
| Debtor                         | means each of Omaxine and JOL individually, and collectively they are the "Debtors."  |
| Deferred Administrative Claims | mean the (i) BSA Excess Expenses Claim and (ii) the Insider Consultant Claims all of which are Administrative Expenses for which Omaxine and the respective counterparties have agreed to payment terms other than as prescribed for such Administrative Expenses in the Bankruptcy Code.   |
| Delaware Franchise Tax         | has the meaning assigned to it in Section 5.2 hereof.   |
| Disallowed Claim               | means a Claim or any portion thereof that (i) has been disallowed by a Final Order, (ii) is listed in any of Debtors' Schedules at zero, contingent, disputed, or unliquidated and as to which a proof of claim Bar Date has been established but no proof of claim has been timely filed with the Bankruptcy Court, or (iii) is not listed in Debtors' Schedules and as to which a proof of claim Bar Date has been established but no proof of claim has been timely filed with the Bankruptcy Court. |
| Disclosure Statement           | means, as may be amended, modified or supplemented from time to time, the Fifth Amended Disclosure Statement dated June 27, 2022 with respect to the Plan for Omaxine and JOL, filed by Omaxine and approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017.  |
| Disputed Claim or Interest     | means, with reference to any Claim or Interest, a Claim or Interest or any portion thereof, that is the subject of an objection timely filed in the Bankruptcy Court and which objection has not been withdrawn, settled or overruled by a Final Order of the Bankruptcy Court.   |
| Distribution                   | means any payment of money by Omaxine or Reorganized Omaxine pursuant to this Plan to a Record Holder of an Allowed Claim.  |
| Distribution Date              | means a Business Day subsequent to both the Recovery Date and the Objection Deadline which Distribution   |

|                          |  |
|--------------------------|--|
|                          | Date is set by Oimage or Reorganized Oimage as the date on which Oimage or Reorganized Oimage will pay the full or Pro-Rata Amount of all Allowed Claims to the Holders thereof.   |
| Distribution Record Date | means the date established in the Confirmation Order or any other order of the Bankruptcy Court for determining the identity of Record Holders of Allowed Claims entitled to Distributions under this Plan. If no Distribution Record Date is established in the Confirmation Order or any other order of the Bankruptcy Court, then the Distribution Record Date shall be the Confirmation Date.  |
| District Court           | means the United States District Court for the Southern District of New York.  |
| Drohan                   | means Frank J. Drohan, an individual and President of Oimage.  |
| Drohan Consulting Claim  | means an Administrative Expense Claim for unpaid post-petition consulting fees accrued on the Financial Statement as being due and payable to Insider Consultant Drohan and the definitive amount of any such Drohan Consulting Claim shall be in the amount of an Allowed Claim therefore as approved by the Bankruptcy Court.  |
| Effective Date           | means the date that is thirty (30) calendar days after entry of a final non-appealable Confirmation Order.   |
| Equity Interests         | means the Outstanding Common Shares.   |
| Estate                   | means, with regard to Debtors, each estate that was created by the commencement of the Oimage Bankruptcy Case and the JOL Bankruptcy Case pursuant to Section 541 of the Bankruptcy Code and each such Estate (collectively, the "Estates") shall be deemed to include, without limitation, any and all rights, powers, and privileges of such respective Debtor and any and all interests in property, whether real, personal or mixed, rights, causes of action, avoidance powers or extensions of time that such Debtor or such Estate shall have had as of the Filing Date, or which either of such Estates acquired after the Filing Date, whether by virtue of Sections 541, 544, 545, 546, 547, 548, 549 or 550 of the Bankruptcy Code, or otherwise. |
| Exchange Act             | means the United States Securities Exchange Act of 1934, as amended.   |
| Exculpated Persons       | means each of those Persons who have acted as Estate fiduciaries including each of the Insider Consultants and officers, directors and attorneys of Oimage, JOL, Reorganized Oimage and Reorganized JOL.   |
| Executory Contract(s)    | means any contract or agreement entered into by either Debtor on or prior to the Filing Date and in existence  |



as of the Filing Date, including but not limited to the Contingent Payment Agreements, Conversion Rights, Stock Purchase Rights, Oimage-CCC Options and those contracts and agreements listed on Schedule G attached hereto as Exhibit N, to which either Debtor is a party and which stipulates that the parties to such contract or agreement still have important duties yet to perform.

**Filing Date** means March 10, 2020, the date on which each Debtor filed its respective Chapter 11 Bankruptcy Case.

**Final Decree** means, after the Debtors' Estates are fully administered and pursuant to Rule 3022 of the Bankruptcy Rules, an order issued and entered by the Bankruptcy Court on its own motion or on motion of a party in interest, closing each of the Bankruptcy Cases.

**Final Distribution** means the Distribution by Reorganized Oimage that satisfies all Allowed Claims to the extent provided and in accordance with this Plan.

**Final Order** means an order of the Bankruptcy Court, the District Court, or any other court as to which (i) any appeal that has been taken has been finally determined or dismissed, or (ii) the time for appeal has expired and no appeal has been timely filed. In the case of an order of the Bankruptcy Court, the time for appeal for purposes of this definition shall be the time permitted for an appeal to the District Court.

**Final Order Date** means the date on which a Final Order is entered.

**Financial Statement** means that certain unaudited Oimage consolidated financial statement to be filed with Oimage's monthly report on UST Form 11-MOR or UST Form 11-PCR for the month in which the Recovery Date occurs.

**Governmental Unit(s)** has the meaning assigned to it in Section 5.2 hereof.

**Grossman** means Jeffrey Grossman, that certain individual who is a citizen of the U.S. and who executed the Grossman Promissory Note.

**Grossman Administrative Expense Claim** means a Super-Priority Administrative Expense Claim held by Grossman in the amount of the Grossman DIP Payment.

**Grossman DIP Payment** means the payment amount due from Oimage to Grossman pursuant to the terms of the Grossman Promissory Note.

**Grossman Promissory Note** means that certain promissory note dated December 22, 2020, between Oimage and Grossman as amended on May 10, 2021, attached hereto as Exhibit J which memorializes a twenty thousand USD (\$20,000) loan from Grossman to Oimage and the terms of the Grossman DIP Payment and which Grossman Promissory Note has been approved by the

|                           |  |
|---------------------------|--|
|                           | Bankruptcy Court.  |
| Hamdan                    | means Sam Hamdan, an individual and a former consultant to Oimage and the former Deputy Managing Director of Oimage-Oman.  |
| Hamdan Consulting Claim   | means an Administrative Expense Claim for unpaid post-petition consulting fees accrued on the Financial Statement as being due and payable to Insider Consultant Hamdan and the definitive amount of any such Hamdan Consulting Claim shall be in the amount of an Allowed Claim therefore as approved by the Bankruptcy Court.  |
| Hanley                    | means William Hanley, an individual and the Chief Accounting Officer of Oimage.  |
| Hanley Consulting Claim   | means an Administrative Expense Claim for unpaid post-petition consulting fees accrued on the Financial Statement as being due and payable to Insider Consultant Hanley and the definitive amount of any such Hanley Consulting Claim shall be in the amount of an Allowed Claim therefore as approved by the Bankruptcy Court.  |
| Holder(s)                 | means a holder of a Note, Claim or Interest, as applicable.  |
| Impaired                  | has the meaning ascribed thereto in Section 1124 of the Bankruptcy Code.   |
| Insider(s)                | means any presently serving officer or director of Oimage, JOL or Oimage-Oman or any such former officer or director who served in such capacity within the period beginning three (3) years prior to the Filing Date and ending on the date hereof.   |
| Insider Consultant(s)     | means Drohan, Kuczynski, Hanley, Hamdan and any other individual who is an Insider and performed or is performing consulting services from time to time prior to the Filing Date or during the pendency of these Bankruptcy Cases for or on behalf of, one or both of the Debtors or Reorganized Oimage.   |
| Insider Consultant Claims | means collectively the Drohan Consulting Claim, the Kuczynski Consulting Claim, the Hamdan Consulting Claim and the Hanley Consulting Claim, with respect to which each of Drohan, Kuczynski, Hamdan and Hanley has agreed to the following payment: <ul style="list-style-type: none"><li>i. to defer payment thereof until after all other Allowed Claims under this Plan other than the BSA Excess Expenses Claim have been paid in full, and</li><li>ii. if Pool 5 is an Insufficient Funds Pool, to accept a Pro-Rata Amount in full satisfaction of his respective Insider Consulting Claim, and</li></ul> |

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|                               | iii. if there is an Adverse Conclusion, to waive payment of his respective Insider Consulting Claim.  |
| Insufficient Funds Pool       | means a Pool of funds wherein the funds allocated to such Pool pursuant to this Plan are zero or otherwise insufficient to pay in full all the Allowed Claims required pursuant to this Plan to be paid from such Pool.   |
| Interests                     | means the interest held by any Person in an Equity Interest, Contingent Payment Agreement or other Executory Contract of either Debtor.   |
| JOL                           | means Journey of Light, Inc., a New York corporation which is the Debtor in the JOL Bankruptcy Case and a wholly owned subsidiary of Oimage.  |
| JOL Bankruptcy Case           | means case number 1:20-bk-10743-MEW initiated by JOL's filing in the Bankruptcy Court of a voluntary petition for relief under the Bankruptcy Code.   |
| JOL Shares                    | means the 200 shares of JOL common stock owned by Oimage, which 200 shares constitute all of the authorized and issued shares of JOL capital Stock.   |
| JOL Trade Vendor Claim        | means a 16+ year old unsecured Claim for services allegedly provided to JOL prior to the Filing Date.   |
| Juridical Person              | means a legal entity or any organization that is not a single natural person but is authorized by law with duties and rights and is recognized as a legal person and as having a distinct identity.   |
| Kuczynski                     | means Charles P. Kuczynski, an individual and the Vice-President and Secretary of Oimage.   |
| Kuczynski Consulting Claim    | means an Administrative Expense Claim for unpaid post-petition consulting fees accrued on the Financial Statement as being due and payable to Insider Consultant Kuczynski and the definitive amount of any such Kuczynski Consulting Claim shall be in the amount of an Allowed Claim therefore as approved by the Bankruptcy Court. |
| Maximum Allowed Interest Rate | means sixteen percent (16%) which pursuant to the New York State usury law is the maximum allowed interest rate in the State of New York for loans of \$250,000 USD or less to corporations.  |
| Merger Effective Time         | means the time on a Business Day subsequent to the Effective Date on which the merger of JOL with and into Reorganized Oimage becomes legally effective pursuant to the laws of Delaware and New York.  |
| Merger Plan                   | means the agreement attached hereto as Exhibit Q memorializing the merger of JOL with and into Oimage   |
| Modification(s)               | has the meaning assigned to it in Section 13.1 hereof.  |

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| Newfound Claim             | means an Administrative Claim or Creditor Claim not otherwise classified, included or accounted for in this Plan.  |
| Note                       | means a promissory note issued by Oimage including any related transaction documents or securities purchase agreement memorializing such Note which Note may have a Contingent Payment Agreement associated with it or incorporated into it.   |
| NYS Allowed Claim          | has the meaning assigned to it in Section 5.2 hereof.  |
| Objection Deadline         | means on or before August 24, 2022, at 4pm Eastern Standard Time in the U.S., which is the deadline before which any Person's objection to the confirmation of the Plan must be received in writing by the Bankruptcy Court, as such deadline may from time to time be extended by the Bankruptcy Court without further notice to parties in interest. |
| Oimage                     | means Oimage, Inc., a Delaware corporation which is the Debtor in the Oimage Bankruptcy Case.  |
| Oimage Bankruptcy Case     | means case number 1:20-bk-10742-MEW initiated by Oimage's filing in the Bankruptcy Court of a voluntary petition for relief under the Bankruptcy Code.   |
| Oimage Business Claims     | means collectively, the Class 1, Class 2 and Class 3 Claims.   |
| Oimage-CCC Options         | means as listed in Items 2.17 and 2.18 on Schedule G attached hereto as Exhibit N, the option issued by CCC-Oman to Oimage and the option issued by CCC-Panama to Oimage.  |
| Oimage Litigation Claim    | means the approximately nine hundred seventy-four million USD (\$974,000,000) of damages, a summary of which is attached hereto as Exhibit K, claimed by Oimage against RCA in the U.S. Litigation which claim Oimage is now pursuing via BSA's prosecution to a Conclusion of the Oman Contract Case.   |
| Oimage-Oman                | means Oimage LLC, a limited liability company organized under the laws of the Sultanate of Oman and registered in Oman under commercial registration number 1080151.   |
| Oimage-Oman Shares         | means the 900,000 shares of the capital stock of Oimage-Oman owned by Oimage.  |
| Oimage Shareholder(s)      | means the Certificated Shareholders who are the direct owners and the Street Name Shareholders who are the beneficial owners of the 28,650,190 Outstanding Common Shares at any time.  |
| Oimage Shareholder Package | means the Plan, the exhibits to the Plan and the Disclosure Statement, all of which documents may be viewed or downloaded at <a href="http://www.omimage.com">www.omimage.com</a> or mailed to any Oimage Shareholder upon request as  |

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|                           | indicated on the Postcard, the form of which is attached hereto as Exhibit P.  |
| Omage Trade Vendor Claim  | means an unsecured Claim for unpaid goods or services provided to Oimage prior to the Filing Date.   |
| Oman                      | means the Sultanate of Oman.   |
| Oman Contract Case        | means the litigation, settlement negotiations or arbitration proceedings undertaken by BSA on behalf of Oimage in the relevant Courts of Oman or elsewhere, or with the relevant Omani Governmental and non-Governmental agencies, including any and all permissible appeals or petitions for review in respect of the Oimage Litigation Claim and pursuant to the BSA Engagement Agreement attached hereto as Exhibit H, until a Conclusion occurs.   |
| Omani Rial                | means the official currency of the Sultanate of Oman.  |
| Outstanding Common Shares | means the 28,650,190 Oimage Common Shares consisting of both all the Certificated Shares and all the Street Name Shares and constituting all the Common Shares issued and outstanding as of the Filing Date and the date hereof.   |
| Person                    | means any human person or Juridical Person.  |
| Plan                      | means this Fifth Amended Plan of Reorganization dated June 27, 2022, as the same may be amended, modified, supplemented or restated from time-to-time hereafter.   |
| Pool                      | means, as specified in this Plan each of the six sequentially numbered pools ( 1, 2, 3, 4, 5 and 6) of funds (collectively, the "Pools"), wherein the initial amount of money in Pool 1 is equal to the full amount of the Recovery, if any, and the initial amount of money in any Pool subsequent to Pool 1 (a "Next Pool") is equal to the balance of money, if any, remaining in the Pool immediately antecedent to such Next Pool (a "Prior Pool") after paying the Allowed Claims and Administrative Expense Claims required by this Plan to be paid from such Prior Pool. |
| Postcard                  | means the postcard, the form of which is attached hereto as Exhibit P which will be mailed via the U.S. Mail to the Oimage Shareholders (or sent via email if so requested by any such Oimage Shareholder) notifying them of (i) important information related to the Bankruptcy Cases and (ii) the internet website <a href="http://www.omagine.com">www.omagine.com</a> where they may view and/or download the Oimage Shareholder Package.  |
| Post-Petition Financing   | means the fifty-five thousand USD of post-petition financing approved by the Bankruptcy Court and provided to Oimage by the Post-Petition Funders; \$50,000 of which has been paid by or on behalf of Oimage to BSA pursuant to the BSA Engagement   |

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|                            | Agreement as approved by the Bankruptcy Court and the balance of which has been retained by Oimage to defray post-petition expenses; plus any additional post-petition financing to be arranged by Oimage subsequent to the date of this Plan.   |
| Post-Petition Funders      | means Al-Sada and Grossman who are the Persons providing the Post-Petition Financing to Oimage.  |
| Pre-Petition Insider Claim | means a Claim recorded in the Schedules and payable to an Insider for unpaid pre-petition amounts due to such Insider for (i) consulting services provided to Oimage prior to the Filing Date, or (ii) vendor payments made on behalf of Oimage or (iii) cash advances to Oimage.  |
| Priority Claim             | means a Claim entitled to priority under the provisions of Section 507(a) of the Bankruptcy Code.  |
| Professional Compensation  | means compensation: <ul style="list-style-type: none"><li>i. with respect to RBL, as specified in the RBL Engagement Agreement as approved by the Bankruptcy Court, or</li><li>ii. with respect to BSA, as specified in the BSA Engagement Agreement as approved by the Bankruptcy Court, or</li><li>iii. any amounts that the Bankruptcy Court allows pursuant to Section 330 of the Bankruptcy Code as compensation earned, and reimbursement of expenses incurred, by professionals employed by either Debtor, or</li><li>iv. any amounts the Bankruptcy Court allows pursuant to Sections 503(b) of the Bankruptcy Code in connection with the making of a substantial contribution to the Bankruptcy Cases.</li></ul> |
| Proponent                  | means Oimage.  |
| Pro-Rata Amount            | means the sum of money, if any, to be paid to a Holder of an Allowed Claim which pursuant to this Plan is scheduled to be paid from an Insufficient Funds Pool (a "Sum"), which Sum is calculated by multiplying the total amount of money in such Insufficient Funds Pool by a "Percentage" where such Percentage is calculated by dividing (x) the amount of such Allowed Claim by (y) the total amount of all Allowed Claims specified to be paid from such Insufficient Funds Pool.  |
| RBL                        | means Rotbert Business Law, P.C.   |
| RBL Contingency Fee        | means a contingent legal fee related to the Three Cases which fee is, pursuant to the terms of the RBL Engagement Agreement, equal to ten percent (10%) of any Recovery and which fee is an Administrative Expense Claim payable to RBL pursuant to the terms  |

- of the RBL Engagement Agreement.
- RBL Engagement Agreement means that certain agreement between RBL and Debtors dated June 16, 2021 signed by RBL on October 18, 2021 and approved by the Bankruptcy Court and attached hereto as Exhibit G.
- RBL Expenses means the legal expenses incurred by RBL related to the Three Cases for which the payment terms thereof are specified in the RBL Engagement Agreement.
- RCA means the office of Royal Court Affairs of Oman which represents the personal interests of Oman's ruler, the Sultan of Oman.
- Record Address means:
- i. In respect of any Holder of a Claim:
    - a. the address set forth on a proof of claim filed by such Holder, or
    - b. at the address set forth in any written notice of address change delivered to either Debtor or Reorganized Oimage after the date of any related proof of claim, or
    - c. the address reflected in a Debtor's Schedules if no proof of claim has been filed by such Holder and neither Debtors nor Reorganized Oimage has received a written notice of a change of address, or
    - d. at the last known address of such Holder according to a Debtor's books and records if the Holder's address is not listed in such Debtor's Schedules; and
  - ii. In respect of any Oimage Shareholder:
    - a. for any Certificated Shareholder, at the address specified therefor on the Stock Certificate representing the Certificated Shares owned by such Certificated Shareholder and as memorialized in the shareholder list filed with the Bankruptcy Court attached hereto as Exhibit O; or
    - b. for any Street Name Shareholder, at the address specified therefor on the relevant Shareholder Nominee's Electronic Entry representing the Street Name Shares for which such Street Name Shareholder is the beneficial owner; or
    - c. at the address set forth in a written notice of address change such Oimage Shareholder delivered to Oimage or Reorganized Oimage after the Filing Date, or
    - d. if such Oimage Shareholder address is otherwise unattainable, at the last known

address of such Oimage Shareholder according to the books and records of Oimage or a Shareholder Nominee.

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| Record Holder      | means the Holder of (i) a Claim as of the Distribution Record Date, or (ii) Common Shares as of any record date.   |
| Recovery           | means the receipt in USD by Oimage or Reorganized Oimage into its U.S. bank account of the amount of money, if any, (less the BSA Contingency Fee), awarded to or required to be paid to Oimage pursuant to a Conclusion.  |
| Recovery Date      | means the date on which a Recovery occurs.   |
| Reorganized JOL    | means JOL on and after the Effective Date.   |
| Reorganized Oimage | means Oimage on and after the Effective Date and includes Reorganized JOL on and after the Merger Effective Time.  |
| Remainder Funds    | means the funds, if any, remaining with Reorganized Oimage after making the payment in full of all Allowed Claims under this Plan.   |
| Retained Action    | means all claims, Causes of Action, rights of action, suits and proceedings, whether in law or in equity, whether known or unknown, which either Debtor or either Debtor's Estate may hold against any Person, including, without limitation, (i) the Oman Contract Case and the Oimage Litigation Claim, (ii) claims and Causes of Action brought prior to the Effective Date, (iii) claims and Causes of Action against any Persons for failure to pay for products or services provided or rendered by either Debtor, (iv) claims and Causes of Action relating to strict enforcement of Oimage's or Reorganized Oimage's intellectual property rights, including patents, copyrights and trademarks, (iv) claims and Causes of Action seeking the recovery of Oimage's or Reorganized Oimage's accounts receivable or other receivables or rights to payment created or arising in the ordinary course of Oimage's or Reorganized Oimage's business, including without limitation, Claims for overpayments and tax refunds, and (v) all Causes of Action that are Avoidance Actions. |
| Schedules          | means the Schedules of Assets and Liabilities, as amended that Oimage filed in the Oimage Bankruptcy Case and that JOL filed in the JOL Bankruptcy Case, as such Schedules may be further amended from time to time in accordance with Bankruptcy Rule 1009.   |
| Schedule G         | means Form 206G (Executory Contracts) filed by Oimage with the Bankruptcy Court on April 30, 2020, a copy of which is attached hereto as Exhibit N.  |



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| SEC                      | means the United States Securities and Exchange Commission.  |
| Secured Claim            | means a Claim against a Debtor to the extent secured by a lien on any property of such Debtor to the extent of the value of said property as provided in Section 506(a) of the Bankruptcy Code.  |
| Securities Act           | means the United States Securities Act of 1933, as amended.  |
| Shareholder Nominee      | means a brokerage company, bank or other financial institution who holds Common Shares in its name as nominee for an Oimage Shareholder who is the beneficial owner of such Common Shares.   |
| Solicitation Package     | means collectively, the Plan & exhibits, the Disclosure Statement and a Ballot mailed by U.S. Mail to Persons entitled to vote to accept or reject the Plan.   |
| Stock Purchase Right(s)  | means an Executory Contract associated with or incorporated into a Note pursuant to which the Holder of such Note has the right under certain circumstances to acquire or purchase Common Shares in lieu of cash payment to such Holder of all or a portion of the amount due under such Note.   |
| Street Name Shares       | means Common Shares represented by an electronic entry on the records of a Shareholder Nominee (an "Electronic Entry") which Electronic Entry identifies the number of such Common Shares and the name and address of the Oimage Shareholder who is the beneficial owner of such Common Shares.  |
| Street Name Shareholders | means the Oimage Shareholders at any time who are beneficial owners of Street Name Shares.   |
| Three Cases              | means collectively, the Oimage Bankruptcy Case, the JOL Bankruptcy Case and the Oman Contract Case.  |
| Transfer Agent           | means Continental Stock Transfer & Trust Company, Inc., Oimage's transfer agent for its Common Stock as of the date hereof, or any successor transfer agent hereafter appointed by Oimage.   |
| Unimpaired               | means, with respect to a Class of Claims or Interests, any such Class that is not Impaired.  |
| Unsecured Claim          | means any Claim that is not a Secured Claim.   |
| U.S.                     | means the United States of America.  |
| USD                      | means U.S. dollar(s), the official currency of the U.S.  |
| U.S. Litigation          | means the litigation of the Oimage Litigation Claim undertaken initially by Oimage in the United States District Court for the Southern District of New York (Case No. 1:19-cv-02695) and thereafter transferred to the United States District Court for the District of Columbia (Case No. 1:19-cv-01073-CJN) whereupon a voluntary notice of dismissal filed by Oimage, such |

litigation was dismissed without prejudice and Oimage then pursued the Oman Contract Case in the courts of Oman.

Voting Deadline

means August 24, 2022, at 4:00 p.m. Eastern Time which is the deadline by which a Holder of a Claim must return its original signed Ballot to Rotbert Business Law P.C., Attn: Mitchell J. Rotbert, 9059 Shady Grove Court, Gaithersburg, MD 20877 in order for such Holder's vote to count as either an acceptance or rejection of the Plan.

### **Article 3**

#### **Classification of Claims and Interests; Pools**

##### **3.1 Summary.**

There are no Secured Claims against either Debtor. Other than the Common Stock, there is no other class of Oimage capital stock issued or outstanding. Reorganized Oimage will amend its certificate of incorporation to contain a provision that prohibits any issuance of Non-Voting Equity Securities on or after the Confirmation Date.

All Claims against the Debtors, of whatever nature, whether or not scheduled or liquidated, absolute or contingent, Allowed or not, and Interests shall be bound by the provisions of this Plan and all such Claims and Interests are hereby classified as follows:

This Section 3.1 sets forth the designation of the Classes of Claims and Interests and Article 4 hereof further describes the treatment of such Claims and Interests. A Claim or Interest is classified in a particular Class for voting and Distribution purposes only to the extent that such Claim or Interest qualifies within the description of the Class and is classified in a different Class or Classes to the extent any portion of the Claim or Interest qualifies within the description of that different Class or Classes. Unless otherwise provided, to the extent a Claim or Interest qualifies for inclusion in a more specifically defined Class than a more generally defined Class, it is included in the more specifically defined Class. Each of the following sections of this Article 3 provides explanations of the different Claim and/or Interest classifications. Priority Tax Claims, Administrative Claims and Deferred Administrative Claims have not been classified and are excluded from the Classes set forth in this Article 3 in accordance with § 1123(a)(1) of the Bankruptcy Code.

Contingent Payment Agreements are Executory Contracts associated with or incorporated into a Note. Class 1 consists of Notes. Each Contingent Payment Agreement is of no further force or effect upon the earlier occurrence of:

- (i) the satisfaction pursuant to this Plan of the Note with which such Contingent Payment Agreement is associated or into which it is incorporated, or
- (ii) the entry by the Bankruptcy Court of a Final Order confirming the rejection by

Debtors of all Executory Contracts except for the two Oimage-CCC Options, both of which are being retained by Oimage.

Other than the Executory Contracts listed in Schedule G attached hereto as Exhibit N (which include the Contingent Payment Agreements), to the best knowledge of Debtors there are no other Executory Contracts with respect to either Debtor in existence or known to Debtors as of the Filing Date.

Classes 1, Class 2 and Class 3 below are Impaired Classes which classify Unsecured pre-petition Claims against Oimage as of the Filing Date for all purposes of this Plan. The Holders and amounts of such Oimage Claims are detailed in Exhibit A, Exhibit B and Exhibit C attached hereto.

Class 4 below is an Impaired Class which classifies all Unsecured pre-petition Claims against JOL as of the Filing Date for all purposes of this Plan. The Holders and amounts of such JOL Claims are detailed in Exhibit D attached hereto.

Class 5 below is an Unimpaired Class which classifies the Equity Interests consisting of the Outstanding Common Shares for all purposes of this Plan. Such 28,650,190 Outstanding Common Shares are held by the Oimage Shareholders.

The treatment to be provided for Allowed Claims and Interests pursuant to this Plan and the consideration provided for herein shall be in full and final satisfaction, settlement, release and discharge of such Claims and Interests.

- Class 1 consists of Oimage Note Claims (consisting of principal plus interest accrued up to the Filing Date) and Contingent Payment Agreements.
- Class 2 consists of the Oimage Pre-Petition Insider Claims.
- Class 3 consists of the Oimage Trade Vendor Claims.
- Class 4 consists of the JOL Trade Vendor Claims.
- Class 5 consists of the 28,650,190 Outstanding Common Shares.

Class 1, Class 2 and Class 3 Claims are sometimes referred to herein collectively as the Oimage Business Claims.

Subject only to a sufficient Recovery occurring, this Plan provides for:

- 1) the payment of the full or a Pro-Rata Amount of all Allowed Administrative Claims, and
- 2) the payment to Creditors of the full or a Pro-Rata Amount of the Class 1, Class 2 and Class 3 Allowed Oimage Business Claims, and
- 3) no payment to the JOL Creditors who are the Holders of the Class 4 JOL Trade Vendor Claims, and,

- 4) no change to the 28,650,190 Outstanding Common Shares which constitute the Class 5 Equity Interests.

The Plan further provides for the merger of JOL with and into Oimage at the Merger Effective Time pursuant to the Merger Plan attached hereto as Exhibit Q. Article IV of the Merger Plan specifies that the JOL Shares shall not be converted in any manner, but all such JOL Shares shall be surrendered and extinguished at the Merger Effective Time. The shares of capital stock of Oimage shall not be affected by the Merger.

As of the date hereof, each of the BSA Engagement Agreement, the RBL Engagement Agreement, the Grossman Promissory Note and the Al-Sada Promissory Note have been executed by Oimage and the relevant counterparty and have been approved by the Bankruptcy Court. The Post-Petition Funders have funded their promissory notes and Oimage has paid BSA the \$50,000 initial legal fee required by the BSA Engagement Agreement. BSA has initiated the Oman Contract Case and contingent upon a Recovery therefrom, this Plan will be funded.

Distributions under the Plan will be made through a hierarchy of six (6) sequentially numbered Distribution Pools which are utilized to establish the payment priority for all Distributions.

New York State ("NYS") filed a proof of claim with the Bankruptcy Court in the estimated amount of \$194.83 for estimated interest purported to be owed by Oimage (the "\$194.83 Estimated Priority Tax Claim") and \$5,000 of estimated penalties purported to be owed by Oimage (the "\$5,000 General Unsecured Claim"). Oimage disputes these Claims alleged by NYS and Oimage has filed an objection to the foregoing alleged NYS Claims with the Bankruptcy Court in order to definitively resolve this matter. Notwithstanding the foregoing sentence, Oimage intends to pay NYS in accordance with the provisions of the Bankruptcy Code any amount determined to be an Allowed Claim owing to NYS.

Other than with respect to the possible \$194.83 Estimated Priority Tax Claim, the sole source of funds for the payment Pools is a Recovery, if any, from the Oman Contract Case. In the event of an Adverse Conclusion and no Recovery this Plan will not be funded and no Claims will be paid other than the possible \$194.83 Estimated Priority Tax Claim, if Allowed, which will be paid from Oimage's DIP bank Account or by Drohan.

Debtors believe that any alternative to confirmation of the Plan, such as conversion to a Chapter 7 case would likely result in increased unpaid administrative expenses and lower or no Distribution amounts being paid to Creditors.

### **3.2 Sources of Cash for Distribution.**

Except for the possible payment of the \$194.83 Estimated Priority Tax Claim, if Allowed, mentioned above and in Section 5.2 below, the sole source of cash that may become available to fund Distributions and payments of Allowed Claims under this Plan is a

Recovery. If a Governmental Unit Claim becomes an Allowed Claim, Oimage will pay such Allowed Governmental Unit Claim in accordance with the provisions of the Bankruptcy Code from the available cash in Oimage's Debtor-In-Possession bank account and, if necessary, from additional Post-Petition Financing to be arranged by Oimage subsequent to the date of this Plan. The occurrence of a Recovery depends entirely on the outcome of the Oman Contract Case and *there can be no assurance given that a Recovery will occur.*

A. **Pools** If a Recovery does occur, the entire amount of such Recovery will constitute Pool 1 and the Pools will be utilized to prioritize and pay the Allowed Claims under this Plan as follows:

- i. Pool 1 will consist of 100% of the funds constituting such Recovery and will be utilized to pay any Allowed Newfound Claim(s) determined to have priority over Claims the payment of which is allocated to any Pool subsequent to this Pool 1 (the "Pool 1 Payments").
- ii. Pool 2 will consist of the funds remaining after making the Pool 1 Payments and will be utilized to pay the full amounts or Pro-Rata Amounts of the Allowed Grossman DIP Payment and the Allowed Al-Sada DIP Payment, both of which are Super-Priority Administrative Expense Claims (the "Pool 2 Payments").
- iii. Pool 3 will consist of the funds remaining after making the Pool 2 Payments and will be utilized to pay the full amounts or Pro-Rata Amounts of the BSA Contingency Fee, the RBL Contingency Fee and the Allowed RBL Expenses Claim, all of which are Administrative Expense Claims (the "Pool 3 Payments").
- iv. Pool 4 will consist of the funds remaining after making the Pool 3 Payments and will be utilized to pay the full amounts or Pro-Rata Amounts of the Allowed Oimage Business Claims as follows:
  - 1) the Allowed Class 1 Claims consisting of the Allowed Oimage Note Claims; and
  - 2) the Allowed Class 2 Claims consisting of the Allowed Oimage pre-petition Insider Claims; and
  - 3) the Allowed Class 3 Claims consisting of the Allowed Oimage Trade Vendor Claims,collectively, all of the foregoing (1), (2) and (3) being the pre-petition Unsecured Oimage Business Claims (the "Pool 4 Payments").
- v. Pool 5 will consist of the funds remaining after making the Pool 4 Payments

and will be utilized to pay the full amounts or Pro-Rata Amounts of the Allowed Insider Consultant Claims, all of which are post-petition Administrative Expense Claims (the "Pool 5 Payments").

- vi. Pool 6 will consist of the funds remaining after making the Pool 5 Payments and will be utilized to pay the full amount or Pro-Rata Amount of the Allowed BSA Excess Expenses Claim if any (the "Pool 6 Payment").
- vii. If a Newfound Claim should arise and become an Allowed Claim, then in such an event, such Allowed Newfound Claim will be paid in accordance with this Plan's provisions therefor or from the same Pool that the Allowed Claim most closely resembling such Newfound Claim is paid pursuant to the provisions of this Plan.

The funds, if any, remaining with Reorganized Omagine after making the Pool 6 Payment shall constitute the Remainder Funds and such Remainder Funds will be utilized by Reorganized Omagine at its sole discretion to pay for any and all Compliance Activities and ongoing operating expenses of Reorganized Omagine.

B. **Summary.** The Plan provides:

- i. for payment in the following order of the Allowed unpaid:
  - A. Allowed Newfound Priority Claims, if any;
  - B. Administrative Claims:
    - a) the Al-Sada DIP Payment and the Grossman DIP Payment;
    - b) the BSA Contingency Fee, RBL Contingency Fee and RBL Expenses;
  - C. Pre-petition Omagine Business Claims;
  - D. Deferred Administrative Claims and other Allowed Claims:
    - a) Insider Consultant Claims;
    - b) the BSA Excess Expenses Claim, if any.

Notwithstanding the foregoing A, B, C and D, each Allowed Newfound Claim, if any, shall be paid in accordance with this Plan's priority provisions therefor or from the same Pool from which the Allowed Claim most closely resembling such Allowed Newfound Claim is paid.

- ii. that no payment of any amount of the JOL Trade Vendor Claims shall be made irrespective of whether or not a Recovery is attained and that the JOL Shares are extinguished at the Merger Effective Time; and
- iii. that all Contingent Payment Agreements in existence on the Filing Date shall, pursuant to their own terms, cease to exist on the Confirmation Date if not already previously rejected by Omagine prior to the Confirmation Date and

such rejection is approved pursuant to a Final Order issued by the Bankruptcy Court.

iv. For the avoidance of doubt, all parties are advised that:

- a) If any Pool is an Insufficient Funds Pool, then each Holder of an Allowed Claim, who except for the existence of such Insufficient Funds Pool, would be required to be paid in full, shall instead be paid a Pro-Rata Amount of such Holder's respective Claim from such Insufficient Funds Pool.
- b) If in any Pool, there are no, or de minimis funds, available to pay any of the Allowed Claims in such Pool, then the Holders thereof shall not be paid any amount of such Allowed Claims (a "Non-Payment").
- c) No full or partial payment of any amount from any Pool may be made unless and until the full payment amount of all payments due under this Plan to be made from the immediately preceding numbered Pool shall have been paid.
- d) Pursuant to this Plan, any full payment or Pro-Rata Amount payment or Non-Payment, as the case may be, of any Claim shall represent full and final satisfaction thereof.
- e) Any funds remaining after making all payments required under this Plan (including all unclaimed Distribution funds and Remainder Funds if any) will be the property of and will be retained by Reorganized Oimage.
- f) This Plan treats all of the 28,650,190 Outstanding Common Shares equally and does not disturb the Equity Interests constituting Class 5 in any way. The Outstanding Common Shares shall continue to remain as issued and outstanding Common Shares immediately after the Confirmation Date and the confirmation and implementation of this Plan will not cause any attributes or properties of the Outstanding Common Shares to be affected, changed or modified in any manner from that which was the case on the Filing Date. Since all such 28,650,190 Outstanding Common Shares and the Holders thereof are being treated equally by this Plan, Class 5 is an Unimpaired Class and the Holders of such Class 5 Equity Interests are therefore conclusively deemed to have accepted the Plan.

C. Pursuant to this Plan, the Unsecured pre-petition Allowed Oimage Business Claims will be paid before payment of the Deferred Administrative Claims. The Oimage Business Claims are classified into three separate Classes (Class 1, Class 2 and Class 3) but the Claims in all three such Classes shall be paid equitably out

of Pool 4.

- i. Class 1 is limited to Claims that are Unsecured Pre-Petition loans to Oimage memorialized by Notes which may contain Contingent Payment Agreements, including two such Note Claims held by Insiders.
- ii. Class 2 is limited to Pre-Petition Insider Claims.
- iii. Class 3 is limited to Unsecured Pre-Petition Oimage Trade Vendor Claims arising out of trade accounts payable for services or products supplied to Oimage prior to the Filing Date.

If no Recovery is obtained at the Conclusion of the Oman Contract Case, then this Plan will not be funded and no payment of any kind shall be made in respect of any Claim other than an Allowed Priority Governmental Unit Claim, if any.

If a Recovery is obtained, then the funds constituting such Recovery will be utilized to pay the Allowed Claims pursuant to this Plan and in the prioritized order set out in Article 3.2 hereof.

#### **Article 4** **Treatment of Claims and Interests**

The classification and treatment of Claims and Interests will be as follows:

The following Class 1, Class 2 and Class 3 Claims constitute the Oimage Business Claims and they are identical in their respective pre-petition unsecured positions and priority status regarding payment but are classified separately to distinguish the various characteristics in which they otherwise differ.

There are thirty-six (36) Oimage Business Claims held by thirty-four (34) Holders and the aggregate amount of all such 36 Oimage Business Claims is \$3,469,185. One Insider holds a Class 1 and a Class 2 Claim and one non-Insider holds a Class 1 and a Class 3 Claim. All Class 1, Class 2 and Class 3 Allowed Oimage Business Claims will be treated equally with respect to the payment thereof and will be paid from Pool 4 in accordance with the provisions of this Plan.

##### **4.1 Class 1: Oimage Note Claims including two such Claims held by Insiders and Contingent Payment Agreements**

Class 1 Claims consist of thirteen (13) Claims against Oimage held by thirteen Holders thereof in the aggregate amount of \$1,939,516. Eleven (11) of such Holders are non-Insiders holding an aggregate amount of \$1,504,700 and two (2) of such Holders are Insiders holding an aggregate amount of \$434,816. Each of such 13 Claims arose out of one or more loans to Oimage and each such loan is memorialized by a Note. Oimage



has calculated the amount due under each Class 1 Note Claim based on (i) principal, plus (ii) accrued interest due as of the Filing Date. The accrued interest due as of the Filing Date was calculated as follows: (i) at the interest rate specified in the relevant Note when such Note did not specify a Default Interest Rate, (ii) at the Default Interest Rate specified in the relevant Note when such Note specified a Default Interest Rate equal to or lower than the Maximum Allowed Interest Rate, and (iii) at the Maximum Allowed Interest Rate when such Note specified a Default Interest Rate in excess of the Maximum Allowed Interest Rate.

Some of the Notes also (i) call variously for a variety of penalties, incidental, consequential or liquidated damages, default interest rates in excess of the Maximum Allowed Interest Rate and other similar amounts (collectively, "Damages"), and (ii) include a Contingent Payment Agreement. Each Class 1 Note Claim includes all Damages, if any, associated with the relevant Note and satisfaction of each Class 1 Note Claim pursuant to this Plan includes (i) the satisfaction of all Damages, if any, associated with such relevant Note, and (ii) the termination of any Contingent Payment Agreement associated with or incorporated into such Note.

Each Contingent Payment Agreement in existence as of the Filing Date is an Executory Contract associated with or incorporated into a Class 1 Note. Each Contingent Payment Agreement exists for the sole purpose of providing an alternative method (not an additional method) to utilizing cash for the satisfaction of amounts due under its respective Class 1 Note. Pursuant to each Contingent Payment Agreement's own terms it no longer has any purpose and ceases to exist upon the full and final satisfaction of the amount due under its respective Class 1 Note. Pursuant to this Plan each Contingent Payment Agreement will cease to exist on the earlier of (i) the Confirmation Date when all such Contingent Payment Agreements will terminate upon satisfaction of all the Class 1 Notes pursuant to this Plan, or (ii) upon the entry by the Bankruptcy Court of a Final Order confirming the rejection by Debtors of all Executory Contracts other than the Omagine-CCC Options.

Five of the Class 1 Note Claims are recorded as unliquidated in Omagine's Schedule E/F filed with the Bankruptcy Court. Two of the Class 1 Note Claims which in the aggregate amount of \$434,816 are held by Insiders, one directly and the other by a corporation owned by Insiders.

The Class 1 Note Claims (consisting of principal plus interest accrued up to the Filing Date) and the Holders thereof are set forth on Exhibit A attached hereto. The Holders of Class 1 Allowed Note Claims shall be paid in full from Pool 4 unless Pool 4 is an Insufficient Funds Pool, in which Case, each Holder of a Class 1 Allowed Note Claim will be paid the Pro-Rata Amount of its Claim from Pool 4.

If no Recovery is attained at the Conclusion of the Oman Contract Case, or if only de

minimis funds are available in Pool 4, then Holders of Class 1 Allowed Note Claims will not be paid any amount of such Claims.

Payment of the full amount or Pro-Rata Amount of the Allowed Class 1 Note Claims is contingent upon the receipt of a Recovery from the Oman Contract Case and therefore all such Claims are impaired and the Holders thereof are entitled to vote to accept or reject the Plan but the vote and Claim amount of the two (2) Insiders in Class 1 will be disregarded when calculating and counting the valid votes to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of the Class 1 Claims. Oimage reserves the right to object to any and all Claims.

#### 4.2 *Class 2: Oimage Pre-Petition Insider Claims*

Class 2 Claims consist of four (4) Claims against Oimage held by four Insiders in the aggregate amount of \$1,157,873, which represent accrued and unpaid pre-petition amounts due to Insiders as of the Filing Date for consulting compensation, vendor payments paid on behalf of Oimage for products and/or services supplied to Oimage and cash advances to Oimage from such Insiders as of the Filing Date. Neither Debtor has had any employees for several years prior to the Filing Date and Oimage has used and continues to use, the consulting services of certain Insiders from time to time as required.

The Class 2 Claims and the Holders thereof are set forth on Exhibit B attached hereto. The Holders of Class 2 Allowed Claims shall be paid in full from Pool 4 unless Pool 4 is an Insufficient Funds Pool, in which case, each Holder of a Class 2 Allowed Claim will be paid a Pro-Rata Amount of its Claim from Pool 4.

If no Recovery is attained at the Conclusion of the Oman Contract Case, or if only de minimis funds are available in Pool 4 then Holders of Class 2 Allowed Claims will not be paid any amount of their Class 2 Allowed Claims.

Payment of the full amount or Pro-Rata Amount of the Class 2 Claims is contingent upon the receipt of a Recovery from the Oman Contract Case and therefore all Allowed Class 2 Claims are Impaired and the Holders thereof are entitled to vote to accept or reject the Plan but since all four of such Class 2 Holders are Insiders, their votes and the aggregate amount of their Claims will be disregarded in determining whether or not to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of the Class 2 Claims. Oimage reserves the right to object to any and all Claims.

#### 4.3 *Class 3: Oimage Trade Vendor Claims*

Class 3 Claims consist of nineteen (19) Claims against Oimage held by 19 Holders in the

aggregate amount of \$371,796 for products and/or services supplied to Oimage prior to the Filing Date and which remained as unpaid trade accounts payable of Oimage on the Filing Date.

The Class 3 Claims and Holders thereof are set forth on Exhibit C attached hereto. The Holders of Class 3 Allowed Claims shall be paid in full from Pool 4 unless Pool 4 is an Insufficient Funds Pool, in which Case, each Holder of a Class 3 Allowed Claim will be paid the Pro-Rata Amount of its Claim from Pool 4.

If no Recovery is attained at the Conclusion of the Oman Contract Case, or if only de minimis funds are available in Pool 4, then Holders of Class 3 Allowed Claims will not be paid any amount of their Class 3 Allowed Claims.

Payment of the full amount or Pro-Rata Amount of the Class 3 Claims is contingent upon the receipt of a Recovery from the Oman Contract Case and therefore all Allowed Class 3 Claims are impaired and the Holders thereof are entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of the Class 3 Claims. Oimage reserves the right to object to any and all Claims.

#### 4.4 *Class 4: JOL Trade Vendor Claims*

Class 4 Claims consist of three (3) Claims against JOL in the aggregate amount of \$90,250 for services alleged to have been supplied to JOL over 15 years prior to the Filing Date and which remained on JOL's records as trade accounts payable on the Filing Date. The Class 4 Claims and Holders thereof are set forth on Exhibit D attached hereto.

JOL is a wholly owned subsidiary of Oimage and pursuant to this Plan it will be merged with and into Oimage after the Effective Date at which time its separate corporate existence will cease and all of the JOL Shares will be extinguished. JOL's only recent business purpose was to subscribe for and purchase 10,000 of the Oimage-Oman Shares at the incorporation of Oimage-Oman in 2009 in Oman because Omani law at the time required Oimage-Oman to have at least two shareholders. In 2011 three additional Persons became shareholders of Oimage-Oman. In 2013 Oimage acquired the 10,000 Oimage-Oman Shares previously owned by JOL leaving JOL with no Assets or operations. All three JOL Claims are at least fifteen years old as of the Filing Date, have not been pursued by the Holders thereof during the past 15+ years, and are therefore likely barred as a matter of law because of the 15+ years they have remained outstanding without comment or concern from the Holders thereof. Furthermore, the three Class 4 JOL Trade Vendor Claims are all unliquidated claims and as of the date hereof no proof of claim has been filed with respect to any of them.

All Class 4 Claims are impaired and the Holders thereof are therefore entitled to vote to accept or reject the Plan. Under Section 1126(g) of the Bankruptcy Code a Class such as

Class 4 is deemed not to have accepted the Plan if such Plan provides that the Claims of such Class do not entitle the Holders of such Claims to receive or retain any property under the Plan on account of such Claims.

Since no payment of any amount will be paid to the Holders of Class 4 JOL Trade Vendor Claims, Class 4 is an Impaired Class and such Class 4 Holders are deemed to have rejected the Plan. JOL reserves the right to object to any and all Claims.

4.5 ***Class 5: Equity Interests consisting of the 28,650,190  
Outstanding Common Shares***

Class 5 consists exclusively of the 28,650,190 Common Shares issued and outstanding as of the Filing Date and the date hereof.

This Plan treats all 28,650,190 Outstanding Common Shares equally and does not disturb such Equity Interests constituting Class 5 in any way. The Outstanding Common Shares shall continue to remain as issued and outstanding Omerge Common Shares immediately after the Confirmation Date and the confirmation and implementation of this Plan will not cause any attributes or properties of the Outstanding Common Shares to be affected, changed or modified in any manner from that which was the case on the Filing Date. No legal, equitable, or contractual right attaching to any of the Class 5 Equity Interests is modified or altered by this Plan. Since all such 28,650,190 Outstanding Common Shares and the Holders thereof are being treated equally by this Plan, Class 5 is an Unimpaired Class.

Under Section 1126(f) of the Bankruptcy Code since Class 5 is not Impaired under the Plan, each Holder of a Class 5 Equity Interest is conclusively presumed to have accepted the Plan. Solicitation of acceptances of the Plan from the Omerge Shareholders who are the Holders of such Class 5 Equity Interests is therefore not required.

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4.6 **Delivery of the Solicitation Package to the Omerge and JOL Creditors  
and the Shareholder Information Package to the Omerge Shareholders**

Each of Class 1, Class 3 and Class 4 is an Impaired Class and entitled to vote to accept or reject the Plan. Class 2 is also an Impaired Class and the Holders thereof are entitled to vote to accept or reject the Plan but since all four of such Class 2 Holders are Insiders, their votes and the aggregate amount of their Claims will be disregarded in determining whether or not to accept or reject the Plan. Since the JOL Shares are not being converted in any manner but are being surrendered and extinguished and no Class 4 Claims are being paid; Class 4 is an Impaired Class. The Holders of the Class 4 Claims are therefore deemed to have rejected the Plan and Omerge as the Holder of the JOL Shares and the Proponent of the Plan, is deemed to have accepted the Plan. Class 5 is an Unimpaired Class and the Holders of the Class 5 Equity Interests are conclusively presumed to have

accepted the Plan.

As a condition to confirmation of the Plan, the Bankruptcy Code requires that one Class of Impaired Claims votes to accept the Plan. Section 1126(c) of the Bankruptcy Code defines acceptance of the Plan by a Class of Impaired Claims as acceptance by Holders of (i) at least two-thirds of the dollar amount of the Class, and (ii) more than one-half in number of Claims in the Class. Holders of Claims who fail to vote are not counted as either accepting or rejecting the Plan. Pursuant to Section 1126(g) of the Bankruptcy Code a Class is deemed not to have accepted a Plan if such Plan provides that the Claims or Interests of such class do not entitle the Holders of such Claims or Interests to receive or retain any property under the Plan on account of such Claims or Interests.

When determining if an Impaired Class has accepted the Plan, Votes by Insiders in such Class will be disregarded. Each of Class 1, Class 2, Class 3 and Class 4 is an Impaired Class of Claims. Class 5 is an Unimpaired Class of Equity Interests.

In determining and calculating the votes to accept or reject the Plan within each Impaired Class of Claims:

- i. only the votes of those Persons who are Holders of Allowed Claims within an Impaired Class, and who are not Insiders and who vote to accept or reject the Plan (the "Voting Claim Holders") will be considered valid votes within such Impaired Class; and
- ii. the aggregate USD amount of the Allowed Claims held by all such Voting Claim Holders within such Impaired Class (the "Aggregate USD Claim Amount") will be utilized in the calculation and tallying of the votes within such Impaired Class; and
- iii. an Impaired Class will have accepted the Plan if the Plan is accepted by more than one-half in number of the Voting Claim Holders within such Impaired Class and at least two-thirds in amount of the Aggregate USD Claim Amount within such Impaired Class.

Voting is accomplished by Holders of Claims completing, dating, signing and returning their Ballots by the Voting Deadline. Ballots will be distributed to all Creditors entitled to vote on the Plan and a Ballot is part of the Solicitation Package accompanying the Disclosure Statement. The Ballot indicates the Voting Deadline and where the completed Ballot is to be returned.

Distribution of Solicitation Packages shall be made by Omagine via first class U.S. Mail to each Claim Holder in such Impaired Classes at the Record Address for such Claim Holder.

Class 5 is an Unimpaired Class. The Holders of the Class 5 Equity Interests are the Certificated Shareholders and the Street Name Shareholders, which together constitute

all the Omine Shareholders.

No transfer of any Certificated Shares has occurred or been registered in Omine's stock register after December 2018 when the Transfer Agent ceased registering transfers of Certificated Shares and no transfer of any Certificated Shares will occur until the Compliance Activities are accomplished subsequent to the Recovery Date.

Exhibit O hereto memorializes the ownership of all 28,650,190 Outstanding Omine Shares as of the Filing Date and the date hereof, as follows:

- i. 10,556,599 Certificated Shares are owned by 122 Certificated Shareholders, and
- ii. 18,093,551 Street Name Shares held in the name of Shareholder Nominees are beneficially owned by an estimated 800 Street Name Shareholders.

Notwithstanding the foregoing ownership information, (i) while it is certain that the 10,556,599 Certificated Shares include 100% of the Certificated Shares, it is possible that some Street Name Shares are also included in that number and (ii) while it is also certain that the 122 Certificated Shareholders include 100% of the Certificated Shareholders it is also possible that some Street Name Shareholders are also included in that number and (iii) a number of Omine Shareholders own both Certificated Shares directly and Street Name Shares indirectly and beneficially via a Shareholder Nominee, and (iv) because of the churn of purchases and sales of Common Shares in the public markets, the estimated number of Street Name Shareholders is constantly changing and is always only captured as of a specific "record date" which Omine will set as close as possible to the designated mailing date for the Postcards. Moreover some beneficial owners of Street Name Shares (the "Objecting Beneficial Owners") specifically instruct their Shareholder Nominee (who in turn instructs Broadridge) to (a) only disclose the names and contact details of such Objecting Beneficial Owners as required by relevant law or regulatory authorities, and/or (b) strictly limit any shareholder communications with such Objecting Beneficial Owners, and/or (c) only contact such Objecting Beneficial Owners electronically (via email or otherwise) with respect to any shareholder communications.

Broadridge is a well-known and established financial services company that assembles data on the identities of Street Name Shareholders and the ownership positions of Street Name Shares for many publicly traded companies, including Omine. Broadridge is regularly employed by publicly traded companies to conduct SEC compliant communications, mailings and notifications to Street Name Shareholders and Broadridge has done so several times in the past on behalf of Omine.

Omine will cause the Plan, the Exhibits to the Plan, the Disclosure Statement, the Bar Date, the Objection Deadline and other important information about the Bankruptcy Cases to be made available to the Omine Shareholders for their review via notification to them (the "Shareholder Notice") of Omine's internet website ([www.ominer.com](http://www.ominer.com))

where they may view and/or download the complete Shareholder Information Package. Such Shareholder Notice will be accomplished as follows:

- i. Oimage will mail a Postcard (the form of which is attached hereto as Exhibit P) to each of the Certificated Shareholders via the U.S. Mail (or via email if so requested by any such Oimage Shareholder), and
- ii. Oimage will employ Broadridge to mail a Postcard to the Street Name Shareholders who are Non-Objecting Beneficial Owners (or via email if so requested by any such Street Name Shareholder), and
- iii. Broadridge shall send the Postcard by electronic or other means to the Street Name Shareholders who are Objecting Beneficial Owners who have instructed their relevant Shareholder Nominee to communicate with them via electronic or other means.

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### **The Securities Act, the Exchange Act and the SEC**

The Common Stock is registered with the SEC pursuant to the requirements of the Exchange Act and the Securities Act and Oimage is subject to the reporting requirements of the Exchange Act. Oimage expects that during the pendency of these Bankruptcy Cases it will not have the significant amount of funds continuously required to remain in compliance with the provisions of either the Securities Act or the Exchange Act relative to publicly traded companies.

Notwithstanding the foregoing, Oimage believes that if a Recovery occurs that results in at least sufficient Remainder Funds to provide Oimage with the financial and staff capacity to undertake, perform and finance the Compliance Activities, it can accomplish the Compliance Activities within three months after the Recovery Date. In the absence of the availability of such Remainder Funds however, Oimage may have to raise fresh equity capital and/or find a suitable merger partner, both of which activities are expected to be greatly facilitated by a successful reorganization of Oimage via this Chapter 11 bankruptcy proceeding.

### **Article 5**

#### **Treatment of Unclassified Claims**

##### **5.1. Summary**

Pursuant to Section 1123(a)(l) of the Bankruptcy Code, Administrative Expense Claims against Debtors are not classified for purposes of voting on or receiving Distributions under this Plan. Holders of such Claims are not entitled to vote on this Plan. All such Claims are instead treated separately in accordance with this Article 5 and in accordance with the requirements set forth in Section 1129(a)(9)(A) of the Bankruptcy Code.

Allowed Administrative Expense Claims shall be paid in full or in a Pro-Rata Amount (i) on or promptly after the Distribution Date, or (ii) after the Distribution Date on the Final Order Date relative to the entry of a Final Order allowing a Claim if such Final Order Date occurs after the Distribution Date, or (iii) as may be otherwise provided pursuant to this Plan, or (iv) as otherwise agreed between Omagine and the Holder of a Claim, or (v) on such other date after the Distribution Date as the Bankruptcy Court may direct. Omagine will pay either the full amount or Pro-Rata Amount of any Allowed Newfound Claim not otherwise classified or included in this Plan, if any, in accordance with this Plan and, if relevant, from the same Pool from which the Allowed Claim most closely resembling such Allowed Newfound Claim is paid.

Omagine intends to pay the Allowed Administrative Expense Claims from the proceeds of a Recovery and as agreed by the Holders of such Administrative Expense Claims. Post Confirmation, Debtors shall pay the normal operating administrative expenses, including professionals without necessity of a Bankruptcy Court order.

## **5.2 Governmental Unit Claims.**

New York State and the State of Delaware are “Governmental Units” and as such are entitled to priority under 11 U.S.C. § 507(a)(8) for their Claims which are not otherwise specifically classified in the Plan. The amount of any claim of a Governmental Unit that is not assessed or assessable on or prior to the Effective Date, and the right of the particular Governmental Unit to payment, if any, in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the particular Governmental Unit would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to Section 1141 of the Bankruptcy Code if applicable. Omagine reserves the right to pay any Governmental Unit Claim in full at any time.

A failure by Reorganized Omagine to make a payment to a Holder of an Allowed Governmental Unit Claim pursuant to the terms of the Plan shall be an event of default as to the applicable Holder of such Claim. In the event of such a default, the applicable Holder must send written notice (a “Default Notice”) to Reorganized Omagine. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default, as well as notice that Reorganized Omagine has until the Business Day next following fifteen (15) days after receipt by Omagine and Omagine’s counsel of the Default Notice to cure such default (and the address for payment, which will accept overnight deliveries, in the event of a monetary default). In the event of an uncured default following proper Default Notice procedures, the Governmental Unit Claim Holder may (a) enforce the entire amount of its Allowed Governmental Unit Claim; (b) exercise any and all rights and remedies it may



have under applicable non-bankruptcy law; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

Omagine has maintained only a virtual operation via the internet since December 2018 and Debtors have not maintained any physical office presence at any location since that time. Omagine presently maintains mailing addresses in New York and in Florida. No federal or state income taxes are due or payable from either Debtor. As of the date hereof Omagine has timely filed all of its U.S. federal income tax returns.

Omagine's pre-petition liabilities contain an accrued amount payable to the State of Delaware for pre-petition estimated Delaware franchise tax due (the "Delaware Franchise Tax") but this estimated amount is uncertain and the State of Delaware has made no claim with respect thereto. Omagine has contacted the Delaware state tax department and was advised by its personnel that Omagine should file any franchise tax returns and pay any amounts that may be determined to be due after the Three Cases are resolved. The Delaware Franchise Tax Claim is an estimate by Omagine which Omagine intends to calculate precisely and pay pursuant to the provisions of this Plan.

On April 27, 2020 (the month following the Filing Date), New York State ("NYS") filed a claim with the Bankruptcy Court in the amount of \$4,194.83 for interest and penalties purported to be owed by Omagine (the "First Estimated NYS Claim"). The First Estimated NYS Claim is for purported pre-petition interest and penalties estimated by NYS and it refers to purported activities in NYS by Omagine during the four (4) quarterly periods ended 9/30/2019; 6/30/2019; 3/31/2019; and 12/31/2018; (the "First Assessment Period"). Omagine had neither employees nor an active presence in NYS during the First Assessment Period.

One day later on April 28, 2020, NYS amended the First Estimated NYS Claim by (i) extending the First Assessment Period to include the quarterly period ended 12/31/2019 and referring to purported activities in NYS by Omagine during the five (5) quarterly periods ended 12/31/2019; 9/30/2019; 6/30/2019; 3/31/2019; and 12/31/2018 (the Second Assessment Period"), and (ii) adding an additional \$1,000 estimated penalty for a new total estimated amount of \$5,194.83 (the "Second Estimated NYS Claim"). NYS filed the Second Estimated NYS Claim with the Bankruptcy Court. The Second Estimated NYS Claim consists of \$194.83 of interest estimated by NYS (the "\$194.83 Estimated Priority Tax Claim") and \$5,000 of penalties estimated by NYS (the "\$5,000 General Unsecured Claim") through and including the Second Assessment Period ended 12/31/2019. Omagine had neither employees nor an active presence in NYS during the Second Assessment Period.

On May 6, 2020, NYS filed another claim in the amount of zero (\$0.00) with the Bankruptcy Court (the "Third Estimated NYS Claim"). The Third Estimated NYS Claim was accompanied by a letter to the Bankruptcy Court (the "NYS Letter") which stated

that NYS would file a claim and assessment as soon as the necessary information could be obtained to determine an amount owed. As of the date hereof NYS has not filed any such claim or assessment. Moreover, it is evident that both the \$5,194.83 Second Estimated NYS Claim and the \$0.00 Third Estimated NYS Claim are in respect of the same issue during the same time periods. Oimage had neither employees nor an active presence in NYS during such time periods.

Two months later Oimage received a letter dated July 16, 2020 (the "Second NYS Letter") from the same NYS person who filed the Third Estimated NYS Claim. The Second NYS Letter had an enclosed form (the "NYS Form") and inquired about Oimage's quarterly unemployment insurance returns for the seven (7) quarterly periods ended 3/31/2020; 12/31/2019; 9/30/2019; 6/30/2019; 3/31/2019; 12/31/2018; and 9/30/2018 (the "Third Assessment Period") and instructed Oimage to either file the returns or complete and return the NYS Form indicating why the returns were no longer required. Oimage promptly responded to the Second NYS Letter on July 20, 2020 by completing and sending the NYS Form to NYS by fax and overnight courier service (for both of which, Oimage has a proof of delivery). As requested in the NYS Form, Oimage confirmed that it had permanently ceased paying wages on February 15, 2016 and had ceased operations on December 31, 2018.

To the best of Oimage's information and belief, since sending NYS the completed NYS Form on July 20, 2020:

- i. Neither Oimage nor the Bankruptcy Court has heard anything further from NYS; and
- ii. NYS has not filed any further amendment(s) to the Second Estimated NYS Claim; and
- iii. NYS has not filed any further claim or assessment with respect to its zero (\$0.00) Third Estimated NYS Claim since receiving the requested information from Oimage.

Considering the foregoing (SEE: Exhibit M hereto ) Oimage assumes that NYS agrees with Oimage that no amount is due or owing in respect of either the Second Estimated NYS Claim or the Third Estimated NYS Claim but Oimage has not yet confirmed this assumption with NYS.

Oimage filed an objection to the foregoing alleged NYS Claims with the Bankruptcy Court in order to definitively resolve this matter. Notwithstanding the foregoing sentence, Oimage intends to pay in accordance with the provisions of the Bankruptcy Code any amount determined to be an Allowed Claim owing to NY State (a "NYS Allowed Claim").

### 5.3 Deferred Administrative Claims.

The Deferred Administrative Claims consist of the BSA Excess Expenses Claim and the Insider Consultant Claims. Like all Administrative Expense Claims, the Deferred Administrative Claims would generally be paid before paying the pre-petition unsecured Omax Business Claims.

Pursuant to this Plan however:

- i. the Insider Consultants have agreed that the Insider Consultant Claims will be paid out of Pool 5 after the full payment of the pre-petition Omax Business Claims (Class 1, Class 2 and Class 3) have been made, and
- ii. BSA has agreed that the BSA Excess Expenses Claim, if any, will be paid out of Pool 6 and only after the full payment of all other obligations under this Plan have been made.

The full or Pro-Rata Amount payments under this Plan will occur after a Recovery as follows:

- i. Any Allowed Newfound Claim(s) determined to have priority over Claims the payment of which is allocated to any Pool subsequent to Pool 1 will be paid from Pool 1, and
- ii. The Al-Sada DIP Payment and the Grossman DIP Payment will be paid from Pool 2, and
- iii. The BSA Contingency Fee, the RBL Contingency Fee and the RBL Expenses will be paid from Pool 3, and
- iv. The Omax Business Claims (Class 1, Class 2 & Class 3) will be paid from Pool 4, and
- v. The Insider Consulting Claims (which are Deferred Administrative Claims) will be paid from Pool 5, and
- vi. The BSA Excess Expenses Claim (which is a Deferred Administrative Claim) will be paid from Pool 6, and
- vii. Any Allowed Newfound Claim not otherwise classified or included elsewhere in this Plan, if any, will be paid in accordance with this Plan's provisions therefor or from the same Pool from which the Allowed Claim most closely resembling such Allowed Newfound Claim is paid.

#### 5.4. Administrative Claims.

Subject to the provisions of Sections 328, 330(a) and 331 of the Bankruptcy Code, each Holder of an Allowed Administrative Expense Claim will be paid the full or Pro-Rata Amount of such Claim in cash as specified in this Plan on the latest of:

- i. the Distribution Date, or

- ii. as soon as practical after the date on which such Claim becomes an Allowed Administrative Expense Claim,

or upon such other terms as may be agreed upon by such Holder and Debtor or Reorganized Debtor or as otherwise ordered by the Bankruptcy Court; provided, however, that Administrative Expense Claims representing obligations incurred by Reorganized Oimage in the ordinary course of business post confirmation, or otherwise assumed by Reorganized Oimage on the Effective Date pursuant to the Plan, including any tax obligations arising after the Filing Date, will be paid or performed by Reorganized Oimage when due in accordance with the terms and conditions of the relevant particular agreements or non-bankruptcy law governing such obligations. On the Effective Date, Reorganized Oimage will assume all unsatisfied Administrative Expense Claims or portions thereof not already then satisfied pursuant to this Plan and will pay each such Administrative Expense Claim or portion thereof when and if due in accordance with the terms of this Plan.

Except as otherwise provided in this Plan, any Person holding an Administrative Expense Claim, other than any such Claim arising from the operation by Debtors of their business in the ordinary course of business, shall file a proof of such Administrative Expense Claim with the Bankruptcy Court within thirty (30) days after Reorganized Oimage provides notice by mail or by publication in a form and manner approved by the Bankruptcy Court of the occurrence of the Confirmation Date. At the same time any Person files a proof of any such Administrative Expense Claim, such Person shall also serve a copy thereof upon counsel for Reorganized Oimage. Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claim from Debtors, the Estate, or Reorganized Oimage.

Any Person seeking an award by the Bankruptcy Court of Professional Compensation shall file a final application with the Bankruptcy Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Recovery Date within sixty (60) days after the Recovery Date or by such other deadline as may be fixed by the Bankruptcy Court.

Notwithstanding the foregoing, the Bankruptcy Court has approved the execution and delivery by Oimage and the relevant counterparty of the BSA Engagement Agreement, the RBL Engagement Agreement, the Al-Sada Promissory Note and the Grossman Promissory Note and has thereby approved the payments memorialized therein of the RBL Contingency Fee, the BSA Contingency Fee, the Al-Sada DIP Payment and the Grossman DIP Payment so, except in respect of the BSA Excess Expenses and the RBL Expenses, the Holders of such Administrative Expense Claims need not file the proofs of claim called for in this Article 5.

The Bankruptcy Court has approved Oimage giving a "super priority" over other unsecured creditors to the Al-Sada DIP Payment and the Grossman DIP Payment pursuant to 11 U.S.C. § 364.

## **Article 6**

### **Means for the Implementation of the Plan**

#### **6.1. Parties Responsible for Implementation of the Plan.**

Upon Confirmation, Reorganized Oimage will be charged with administration of the Plan. Reorganized Oimage will be authorized and empowered to take such actions as are required to effectuate the Plan, including the prosecution and enforcement of Causes of Action. Reorganized Oimage will file all post-confirmation reports required by the United States Trustee's office. Reorganized Oimage will also file the necessary final reports and will apply for a Final Decree as soon as possible after entry of the Final Order.

The Distributions from all Pools will be made by Reorganized Oimage. Reorganized Oimage is authorized to hold the funds for Pools 1 through 6 from which Distributions shall be made in accordance with this Plan. Any funds remaining after making the Pool 6 Payment will constitute the Remainder Funds and will be retained by and be the property of Reorganized Oimage.

#### **6.2 Sources of Cash to fund this Plan.**

Except for the payment of a possible NYS Allowed Claim mentioned in Section 5.2 above and Exhibit M hereto, the sole source of cash that may be available to fund Distributions under this Plan is a Recovery. The occurrence of such a Recovery depends entirely on the outcome of the Oman Contract Case and there can be no assurance given that a Recovery will occur or be sufficient to pay all the proposed Distributions in full or at all. See Articles 3.2 and 5.2 of this Plan for a description of the various Pools and the payments to be made therefrom. NYS has filed several versions of an "estimated" Claim with the Bankruptcy Court. In accordance with the provisions of the Bankruptcy Code, Oimage intends to pay NYS any amount determined to be a NYS Allowed Claim.

#### **6.3. Preservation of Causes of Action.**

In accordance with Section 1123(b)(3) of the Bankruptcy Code, Reorganized Oimage will retain and may (but is not required to) enforce all Retained Actions. After the Effective Date, Reorganized Oimage, in its sole and absolute discretion, shall have the right to bring, settle, release, compromise, or enforce such Retained Actions (or decline to do any of the foregoing), without further approval of the Bankruptcy Court. Reorganized Oimage (or any successors, in the exercise of their sole discretion), may pursue such Retained Actions so long as it is deemed to be in the best interests of Reorganized Oimage (or any successors holding such rights of action). The failure of Debtors to specifically list any claim, right of action, suit, proceeding or other Retained Action in this

Plan or supplement to this Plan does not, and will not be deemed to, constitute a waiver or release by Debtors or Reorganized Oimage of such claim, right of action, suit, proceeding or other Retained Action, and Reorganized Oimage will retain the right to pursue such claims, rights of action, suits, proceedings and other Retained Actions in its sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel judicial, equitable or otherwise or laches will apply to such claim, right of action, suit, proceeding or other Retained Actions upon or after the confirmation or consummation of this Plan.

6.4. Effectuating Documents, Further Transactions.

Debtors and Reorganized Oimage and Reorganized Oimage's officers and designees are authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such action as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of this Plan or to otherwise comply with applicable law as may be required. All of Oimage's Officers and Directors other than Drohan and Kuczynski shall resign on or prior to the Confirmation Date or shall be deemed to have resigned on the Effective Date and on and after such resignations or deemed resignations, as the case may be, Drohan shall continue as the president, chief executive officer and director of Reorganized Oimage and Kuczynski shall continue as the vice-president, secretary and director of Reorganized Oimage. The manner of selection of officers and directors of Reorganized Oimage and their compensation will be consistent with governing law and Oimage's practices prior to the Filing Date.

6.5. Exemption from Certain Transfer Taxes and Recording Fees.

Pursuant to Section 1146(c) of the Bankruptcy Code, any transfers from Debtors to Reorganized Oimage or to any other Person or entity pursuant to or in contemplation of this Plan, or any agreement regarding the transfer of title to or ownership of any of Debtors' real or personal property will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments, agreements regarding the transfer of title to or ownership of any of Debtors' real or personal property, or other documents without the payment of any such tax or governmental assessment.

6.6. Further Authorization.

Reorganized Oimage shall be entitled to seek such orders, judgments, injunctions and rulings as it deems necessary or desirable to carry out the intentions and purposes of this

Plan and to give full effect to its provisions.

6.7. Liabilities of Reorganized Oimage.

Reorganized Oimage will not have any liabilities except those expressly assumed under the Plan.

**Article 7**  
**Distributions**

7.1 Distributions of Cash.

Any Distribution of cash made by Reorganized Oimage pursuant to this Plan shall at Reorganized Oimage's sole option be made by check in USD drawn on a domestic U.S. bank or by wire transfer from a domestic U.S. bank. Notwithstanding the foregoing sentence, payment of the BSA Contingency Fee may be made from a non-U.S. bank or financial institution and may be paid in USD or in Omani Rials or may be effected by Oimage authorizing BSA to withhold from any Recovery such BSA Contingency Fee denominated in USD or Omani Rials.

7.2 No Interest on Claims.

Unless otherwise specifically provided for in this Plan, the Confirmation Order or in a post-petition agreement in writing between Oimage and a Holder, post-petition interest shall not accrue or be paid on Claims and no Holder shall be entitled to interest accruing on or after the Filing Date on any Claim. Without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a Final Distribution is made thereon when and if such Disputed Claim becomes an Allowed Claim.

7.3 Delivery of Distributions.

Distributions to Holders of Allowed Claims shall be made to such Holders by Reorganized Oimage at the Record Address for such Holder. If any Holder's Distribution is returned as undeliverable, no further Distributions to such Holder shall be made unless and until Reorganized Oimage is notified of such Holder's then-current address, at which time all missed Distributions shall be made to such Holder without interest. Amounts in respect of undeliverable Distributions made in cash by Reorganized Oimage and returned as undeliverable to Reorganized Oimage shall be retained by Reorganized Oimage until such Distributions are claimed and, notwithstanding the foregoing or any other provision to the contrary contained herein, if any such undeliverable cash Distribution returned to Reorganized Oimage is not claimed within six (6) months from the date of receipt by Oimage of notice of such return, then the relevant Claim Holder thereof shall have irrevocably waived its right to such Distribution and such Distribution shall be irrevocably retained by Reorganized Oimage notwithstanding any federal or state escheat laws to the contrary.

7.4 Distributions to Claim Holders as of the Distribution Record Date.

All Distributions on Allowed Claims shall be made before, on or promptly after the Distribution Date to the Record Holders of such Claims. As of the close of business on the Distribution Record Date, the Claims register maintained by the Bankruptcy Court shall be closed, and there shall be no further change in the Record Holder of any Claim. Reorganized Oimage shall have no obligation to recognize any transfer of any Claim occurring after the Distribution Record Date. Reorganized Oimage shall instead be entitled to recognize and deal for all purposes under this Plan with the Record Holders of Claims as of the Distribution Record Date.

7.5 De Minimis Distributions; Fractional Dollars

Reorganized Oimage shall have no obligation to make a Distribution to a Holder of an Allowed Claim if the amount to be distributed to such Holder has a value less than ten USD (\$10.00). Any other provision of this Plan notwithstanding, Reorganized Oimage shall not be required to make Distributions of fractions of USD or Omani Rials. Whenever any payment of a fraction of a USD or Omani Rial would otherwise be called for under this Plan, the actual payment shall reflect a rounding of such fraction to the nearest whole USD or Omani Rial (up or down), with half USDs or more or half Omani Rials or more being rounded up.

7.6 Withholding Taxes.

Reorganized Oimage shall comply with all withholding and reporting requirements imposed by any federal, state, local, or non-US taxing authority and all Distributions under this Plan shall be subject to any such withholding and reporting requirements.

**Article 8**

**Procedures for Treating and Resolving Disputed Claims or Interests**

8.1 Objections to Claims or Interests.

Debtors, Reorganized Oimage and any Holder of a Claim or Interest shall be entitled to object to Claims or Interests or to the treatment thereof by this Plan, provided, however; that Debtors, Reorganized Oimage and any such Holder shall not be entitled to object to any Claim or Interest or to the treatment thereof by this Plan (i) that has been Allowed by a Final Order entered by the Bankruptcy Court prior to the Effective Date, or (ii) that is Allowed by the express terms of this Plan. Any objection to a Claim or Interest must be filed by the Objection Deadline.

8.2 No Distributions Pending Allowance.

Except as otherwise provided herein, no Distribution will be made with respect to any portion of a Claim or Interest unless and until (i) the Objection Deadline has passed and no objection to such Claim or Interest or to the treatment thereof by this Plan, as the case



may be, has been filed, or (ii) any objection to such Claim or Interest or to the treatment thereof by this Plan, as the case may be, has been settled, withdrawn or overruled pursuant to a Final Order of the Bankruptcy Court.

8.3 Resolution of Objections to Claims or Interests.

On and after the Effective Date, Reorganized Omagine shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims or Interests without approval of the Bankruptcy Court.

8.4 Estimation of Claims.

Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to the Bankruptcy Code regardless of whether Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another.

**Article 9**

**Provision for Equity Interests, Unexpired Leases and other Executory Contracts**

9.1 Equity Interests.

The Class 5 Equity Interests consist of the 28,650,190 Outstanding Common Shares constituting all of the issued and outstanding Common Shares as of the Filing Date and the date hereof. Pursuant to this Plan, all such Outstanding Common Shares will continue to remain issued and outstanding Common Shares on the Confirmation Date and shall retain exactly the same properties they possessed on the Filing Date.

9.2 Unexpired Leases.

There are no unexpired leases in existence. Neither Debtor was a party to any lease as of the Filing Date nor is either Debtor a party to any lease as of the date hereof.

9.3 Other Executory Contracts.

Each Contingent Payment Agreement in existence as of the Filing Date is an Executory Contract associated with or incorporated into a Class 1 Note. Each Contingent Payment Agreement exists for the sole purpose of providing an alternative method (not an additional method) to utilizing cash for the satisfaction of amounts due under its

respective Class 1 Note. Pursuant to each Contingent Payment Agreement's own terms it no longer has any purpose and ceases to exist upon the full and final satisfaction of the amount due under its respective Class 1 Note. Pursuant to this Plan each Contingent Payment Agreement will cease to exist on the earlier of (i) the Confirmation Date when all such Contingent Payment Agreements will terminate upon satisfaction of all the Class 1 Notes pursuant to this Plan, or (ii) upon the entry by the Bankruptcy Court of a Final Order confirming the rejection by Debtors of all Executory Contracts other than the Oimage-CCC Options.

Other than the Executory Contracts as defined herein or as listed on Oimage's Schedule G attached hereto as Exhibit N and the Contingent Payment Agreements associated with the Class 1 Notes, there are no other Executory Contracts known to Debtors to be in existence as of the Filing Date with respect to either Debtor. To the extent any Person claims to be a party to an Executory Contract entered into prior to the Filing Date with either Debtor, such Executory Contract (except for the Oimage-CCC Options) is rejected by the relevant Debtor and deemed rejected on the Effective Date. Should a Person assert the existence of any such Executory Contract (except for the Oimage-CCC Options), such Person must file a claim within thirty (30) days of the Effective Date if such Person asserts a damage claim.

Subsequent to the Filing Date and with the approval of the Bankruptcy Court, Oimage became a party to the following contractual agreements: the BSA Engagement Agreement, the RBL Engagement Agreement, the Al-Sada Promissory Note and the Grossman Promissory Note, all of which agreements will be assumed by Reorganized Oimage on or after the Effective Date.

On the Business Day next following five Business Days after the Distribution Date, Reorganized Oimage will assume all Administrative Expense Claims or portions thereof not already then satisfied as provided for in this Plan and will pay each such unsatisfied Administrative Expense Claim or portion thereof when and if due in accordance with the terms and conditions of this Plan and the terms of the particular agreement if any relevant to such Administrative Expense Claim. For the avoidance of doubt, the payment pursuant to this Plan of a Pro-Rata Amount of any Claim (including, as the case may be, a Non-Payment thereof) shall represent and be the full and complete satisfaction of such Claim.

## **Article 10**

### **Effect of Plan on Claims and Interests**

#### **10.1 Revesting of Assets.**

On the Effective Date, except as otherwise explicitly provided in this Plan, all property comprising the Estates (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revest in Reorganized

Omagine or in Reorganized JOL as the case may be, free and clear of all Claims, liens, charges, claims, encumbrances, rights and interests of Creditors and Interest Holders except as may be otherwise specified in this Plan. As of the Effective Date, Reorganized Omaine and Reorganized JOL may operate their respective businesses and use, acquire and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules other than those restrictions expressly imposed by this Plan or the Confirmation Order.

10.2. Discharge of Claims and Termination of Interests.

Except as otherwise provided herein, effective as of the Effective Date: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge and release of all Claims and Interests of any nature whatsoever against the Debtors or any of their Assets, property or Estates, including any interest accrued on such Claims from and after the Filing Date; (b) the Plan shall bind all Holders of Claims and Interests notwithstanding whether any such Holder failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged and released in full and the Debtors' liability with respect thereto shall be terminated completely, including any liability of the kind specified under Section 502(g) of the Bankruptcy Code; and (d) all Persons shall be precluded from asserting against Reorganized Omaine, the Debtors, the Debtors' Estates, Reorganized Debtors, their successors and assigns and their Assets and properties any other Claims and Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

10.3. Term of Injunctions or Stays.

Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays arising under or entered during the Chapter 11 Cases under Section 105 or 362 of the Bankruptcy Code or otherwise and in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date or the date indicated in the order providing for such injunction or stay.

10.4. Injunction Against Interference with Plan.

From and after the Effective Date, all Persons are permanently enjoined from commencing or continuing in any manner, whether directly, derivatively or otherwise, any suit, action or other proceeding, on account of or respecting any Claim, Interest, claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, interest, remedy, or liability whatsoever discharged or to be discharged pursuant to the Plan or the Confirmation Order against the Debtors, the Reorganized Debtors and their Assets. For the avoidance of doubt, in connection with such injunction, all Persons

are permanently enjoined from (i) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order of any kind whatsoever, (ii) creating, perfecting or enforcing any encumbrance of any kind, (iii) asserting any right of setoff, subrogation or recoupment of any kind, or (iv) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any claim, demand, liability, obligation, debt, right, suit, judgment, damages, Cause of Action, Claim, Interest, remedy, or liability whatsoever discharged or to be discharged pursuant to the Plan or the Confirmation Order.

**10.5. Releases by the Debtors.**

**As of the Effective Date, except for the right to enforce the Plan, for good and valuable consideration including without limitation the Exculpated Persons' contributions to facilitating the Reorganization and implementation of the Plan and the fact that the Debtors continue to receive the labor and guidance of the Exculpated Persons including work in Oman by them on the Oman Contract Case, to the fullest extent permitted by applicable law, the Exculpated Persons are deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtors, their Estates and the Reorganized Debtors from (and the Debtors, their Estates, and the Reorganized Debtors are deemed to covenant with, and to, the Exculpated Persons not to sue or otherwise seek recovery from the Exculpated Persons on account of) any and all claims, interests, obligations, rights, suits, judgments, damages, Causes of Action (including, without limitation, under any state or federal securities laws), remedies and liabilities whatsoever, including, without limitation, any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, their Estates, or the Reorganized Debtors, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim or interest, or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the restructuring of Oimage into Reorganized Oimage, the Reorganized Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Exculpated Person, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, or related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan taking place from the beginning of time through the Effective Date; provided that no Exculpated Person shall be released under this Section 10.5 from any act or omission that constitutes fraud, gross negligence or willful misconduct as determined by a Final Order and**

nothing in the Plan shall limit the liability of professionals to their clients pursuant to N.Y. Comp. Codes R. & Regs. tit. 22 § 1200.8 Rule 1.8(h)(1) (2009).

10.6. Exculpation.

No Exculpated Person shall have or incur, and each Exculpated Person is hereby released and exculpated from, any claim, obligation, cause of action or liability for any claim for any act or omission in connection with, relating to or arising out of the administration of the Chapter 11 Cases, the formulation, negotiation and drafting of the Plan, the Disclosure Statement or any contract, instrument, other agreement or document entered into during the Chapter 11 Cases or otherwise created in connection with this Plan, the solicitation of votes for the Plan, or confirmation or consummation of the Plan, the funding of the Plan, or the implementation or administration of the Plan or the property to be distributed under the Plan, or any transactions, decisions, actions and/or inactions contemplated by or relating to any of the foregoing, except for willful misconduct or gross negligence as determined by a Final Order, but in all respects such Exculpated Persons shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors (and each of their respective agents, directors, officers, employees, affiliates, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of acceptances or rejections of the Plan and, therefore, are not, and on account of any such solicitation shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such Distributions made pursuant to the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting the Exculpated Persons from liability. Without limiting the generality of the foregoing, the Exculpated Persons shall be entitled to and granted the protections and benefits of Section 1125(e) of the Bankruptcy Code. Pursuant to Section 105 of the Bankruptcy Code, no Holder or purported Holder of an Administrative Claim, claim or Interest shall be permitted to commence or continue any Cause of Action, employment of process, or any act to collect, offset, or recover any claim against an Exculpated Person that accrued on or before the Effective Date and that has been exculpated pursuant to this Plan.

10.7. Solicitation of the Plan.

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, Sections 1125 (a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and

(b) the Debtors and each of their respective directors, officers and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with respect to the solicitation of acceptances or rejections of the Plan, and therefore are not, and on account of such solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan.

10.8. Corporate Action.

Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (a) the selection of the managers, directors and officers for Reorganized Oimage and (b) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date), in each case in accordance with and subject to the terms hereof. On or (as applicable) before or after the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Debtors or Reorganized Debtors, as the case may be, including any and all other agreements, documents and instruments deemed by such officers to be necessary, desirable or convenient. The authorizations and approvals contemplated by this Article 10.8 shall be effective notwithstanding any requirements under non-bankruptcy law.

10.9 Setoffs.

Debtors or Reorganized Oimage may but shall not be required to set off against any Claim, the payments or other Distributions to be made pursuant to this Plan to a Holder in respect of such Claim or claims of any nature whatsoever that Debtors may have against such Holder; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by Debtors or Reorganized Oimage of any such claim that Debtors or Reorganized Oimage may have against such Holder.

10.10 Effect of Confirmation.

- 10.10.1 Binding Effect. On the Confirmation Date, the provisions of this Plan shall be binding on each Debtor, the Estate of each Debtor, all Holders of Claims against or Interests in each Debtor, and all other parties-in-interest whether or not such Holders are Impaired and whether or not such Holders have accepted this Plan.
- 10.10.2 Effect of Confirmation on Automatic Stay. Except as provided otherwise in this Plan, from and after the Effective Date, the automatic stay of Section 362(a) of the Bankruptcy Code shall terminate.
- 10.10.3 Filing of Reports. Reorganized Oimage shall file all reports and pay all

fees required by the Bankruptcy Code, Bankruptcy Rules, U.S. Trustee guidelines, and the rules and orders of the Bankruptcy Court.

- 10.10.4 Post-Effective Date Retention of Professionals. Upon the Effective Date, any requirement that professionals comply with Sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate, and Reorganized Omagine will employ and pay professionals in its ordinary course of business.

## **Article 11**

### **Conditions Precedent**

#### **11.1 Conditions to Confirmation.**

The following are conditions precedent to confirmation of this Plan and the occurrence of the Confirmation Date that may be satisfied or waived in accordance with Article 11.3 of this Plan.

- 11.1.1 The Bankruptcy Court shall have approved the Disclosure Statement with respect to this Plan in form and substance that is acceptable to each Debtor, in each such Debtor's sole and absolute discretion; and
- 11.1.2 The Confirmation Order shall have been signed by the Bankruptcy Court and entered on the docket of the Bankruptcy Cases.
- 11.1.3 All fees payable under Section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing shall have been paid.

#### **11.2 Conditions to the Effective Date.**

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Article 11.3 of this Plan.

- 11.2.1 The Confirmation Order shall not have been vacated, reversed or modified, and as of the Effective Date, shall not be stayed;
- 11.2.2 All documents and agreements to be executed on the Effective Date or otherwise necessary to implement this Plan shall be in form and substance that is acceptable to Omagine in its reasonable discretion;
- 11.2.3 Each Debtor shall have received any authorization, consent, regulatory approval, ruling, letter, opinion or document that may be necessary to implement this Plan and that is required by law, regulation or order.

#### **11.3 Waiver of Conditions to Confirmation or Consummation.**

The conditions set forth in Article 11.1.1 and Article 11.1.2 of this Plan may be waived in whole or in part by either Debtor without any notice to the Bankruptcy Court or to any other party in interest and without a hearing. The failure to satisfy or waive any condition

to the occurrence of either the Confirmation Date or the Effective Date may be asserted by either Debtor in its sole discretion regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by a Debtor). The failure of either Debtor 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.

## **Article 12**

### **Retention and Scope of Jurisdiction of the Bankruptcy Court**

#### **12.1 Retention of Jurisdiction.**

Subsequent to the Effective Date, the Bankruptcy Court shall have or retain jurisdiction for the following purposes:

- 12.1.1 To adjudicate objections concerning the allowance, priority or classification of Claims or Interests and any subordination thereof, and to establish a date or dates by which objections to Claims or Interests must be filed to the extent not established herein;
- 12.1.2 To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated Claim, to establish the amount of any reserve required to be withheld from any Distribution under this Plan on account of any disputed, contingent or unliquidated Claim, or portion thereof;
- 12.1.3 To resolve all matters related to the treatment of any Executory Contract and/or Interest;
- 12.1.4 To hear and rule upon all Retained Actions, Avoidance Actions and other Causes of Action commenced and/or pursued by either Debtor and/or Reorganized Omagine;
- 12.1.5 To hear and rule upon all applications for Professional Compensation or payment of Insider Consultant Claims;
- 12.1.6 To remedy any defect or omission or reconcile any inconsistency in this Plan, as may be necessary to carry out the intent and purposes of this Plan;
- 12.1.7 To construe or interpret any provision of this Plan and, to the extent authorized by the Bankruptcy Code, to issue orders as may be necessary for the implementation, execution and consummation of this Plan;
- 12.1.8 To adjudicate controversies arising out of the administration of the Estates or the implementation of this Plan;
- 12.1.9 To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of this Plan, including the Distribution of funds from the Pools and the payment of Allowed Claims;



- 12.1.10 To determine any suit or proceeding brought by either Debtor or Reorganized Oimage to recover property under any provisions of the Bankruptcy Code;
- 12.1.11 To hear and determine any tax disputes concerning either Debtor and to determine and declare any tax effects under this Plan;
- 12.1.12 To determine such other matters as may be provided for in this Plan or the Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;
- 12.1.13 To determine any controversies, actions or disputes that may arise under the provisions of this Plan or the rights, duties or obligations of any Person under the provisions of this Plan;
- 12.1.14 To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with any agreement pursuant to which either Debtor sold any of its Assets during the Bankruptcy Cases; and
- 12.1.15 To enter a Final Decree.

## 12.2 Alternative Jurisdiction.

In the event that the Bankruptcy Court is found to lack jurisdiction to resolve any matter, then the District Court shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

## 12.3 Final Decree.

The Bankruptcy Court may, upon application of Reorganized Oimage enter a Final Decree in these Bankruptcy Cases, notwithstanding the fact that funds from Pools may eventually be distributed pursuant to this Plan after the entry of such Final Decree. In such event, the Bankruptcy Court may enter an order closing this case pursuant to Section 350 of the Bankruptcy Code, provided, however, that: (a) Reorganized Oimage shall continue to have the rights, powers, and duties set forth in this Plan; (b) any provision of this Plan requiring the absence of an objection shall no longer be required, except as otherwise ordered by the Bankruptcy Court; and (c) the Bankruptcy Court may from time to time reopen the Oimage Bankruptcy Case if appropriate for any of the following purposes: (1) administering Assets; (2) entertaining any adversary proceedings or contested matters (3) enforcing or interpreting this Plan or supervising its implementation; or (4) for other cause.

## **Article 13**

### **Miscellaneous Provisions**

13.1 Modification of the Plan.

Debtors may modify this Plan pursuant to Section 1127 of the Bankruptcy Code and as herein provided to the extent applicable law permits. Debtors may modify this Plan in accordance with this paragraph before or after confirmation and without notice or hearing if the Bankruptcy Court finds that such modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto or after such notice and hearing as the Bankruptcy Court deems appropriate. In the event of any modification on or before the Confirmation Date, any votes to accept or reject this Plan shall be deemed to be votes to accept or reject this Plan as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of parties in interest which have cast said votes. Debtors reserve the right in accordance with Section 1127 of the Bankruptcy Code to modify this Plan at any time before the Confirmation Date. In accordance with the provisions of this Section 13.1, Debtors have, as of October 27, 2022, modified this Plan to: (i) in compliance with Section 1123(a)(6) of the Bankruptcy Code, prohibit Oimage or Reorganized Oimage from issuing any non-voting equity securities on or after the Confirmation Date, and (ii) in compliance with Section 1129(a)(5)(B) of the Bankruptcy Code, disclose that the post-Confirmation compensation of Reorganized Oimage's officers and directors will be consistent with Oimage's practices prior to the Filing Date (each of (i) and (ii) being a "Modification").

13.2 Allocation of Plan Distributions Between Principal and Interest.

To the extent that any Allowed Claim entitled to a Distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such Distribution shall, to the extent permitted by applicable law, be allocated for United States federal income tax purposes to the principal amount of the Claim first and then, to the extent the Distribution exceeds the principal amount of such Allowed Claim, to the portion of such Allowed Claim representing accrued but unpaid interest.

13.3 Applicable Law.

Except to the extent that the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under this Plan shall be governed by the laws of the State of New York.

13.4 Preparation of Estate Returns and Resolution of Tax Claims.

Oimage or Reorganized Oimage shall file all tax returns and other filings with governmental authorities and may file determination requests under Section 505(b) of the Bankruptcy Code to resolve any Disputed Claim relating to taxes with a governmental authority.

13.5 Headings.

The headings of the Articles of this Plan have been used for convenience only and shall not limit or otherwise affect the meanings thereof.

13.6 Construction.

In this Plan (i) words denoting the singular include the plural and vice versa, (ii) "it" or "its" or words denoting any gender include all genders, (iii) the word "including" shall mean "including without limitation," whether or not expressed, (iv) when calculating a period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day, and (v) except as otherwise provided herein, all dollar amounts are expressed in USD.

13.7 Revocation of Plan.

Debtors reserve the right, unilaterally and unconditionally, to revoke and/or withdraw this Plan at any time prior to entry of the Confirmation Order and upon such revocation and/or withdrawal this Plan shall be deemed null and void and of no force or effect.

13.8 No Admissions; Objection to Claims.

Except as expressly provided in this Plan, nothing in this Plan shall be deemed to constitute an admission that any Person as being the Holder of a Claim is the Holder of an Allowed Claim. The failure of Oimage to object to or examine any Oimage Claim, or of JOL to object to or examine any JOL Claim for purposes of voting shall not be deemed a waiver of such Debtor's rights to object to or re-examine such Claim in whole or in part.

13.9 No Bar to Suits.

Except as otherwise provided in Article 10 of this Plan, neither this Plan or confirmation hereof shall operate to bar or estop Oimage or Reorganized Oimage (or JOL prior to the Merger Effective Time or Oimage with respect to any JOL matter or Claim after the Merger Effective Time) from commencing any Cause of Action, or any other legal action against any Holder of a Claim or any Person, whether such Cause of Action, or any other legal action arose prior to, or with respect to Oimage, JOL or Reorganized Oimage after, the Confirmation Date and whether or not the existence of such Cause of Action, or any other legal action was disclosed in any Disclosure Statement filed by Debtors in connection with this Plan or whether or not any payment was made or is being made on account of any Claim.

13.10 Exhibits.

All Exhibits to this Plan and all attachments thereto are incorporated into and are a part of this Plan as if fully set forth herein.

13.11 Conflicts.

In the event that the terms or provisions of the Disclosure Statement and the terms and provisions of this Plan conflict, the terms and provisions of this Plan shall govern.

#### **Article 14**

##### **Tax Consequences**

Tax consequences resulting from confirmation of the Plan can vary greatly among the various Classes of Creditors and Holders of Interests, or within each Class. Significant tax consequences may occur under the Internal Revenue Code and pursuant to state, local, and non-U.S. tax statutes as a result of confirmation of the Plan. Because of the various tax issues involved, the differences in the nature of the Claims of various Creditors and Holders of Equity Interests, the taxpayer status and methods of accounting and prior actions taken by Creditors with respect to their Claims, and by Holders of Equity Interests with respect to their Equity Interests, as well as the possibility that events subsequent to the date hereof could change the tax consequences, this discussion is intended to be general in nature only. No specific tax consequences to any Creditor or Holder of an Interest are represented, implied, or warranted. Each Holder of a Claim or Interest should seek professional tax advice, including the evaluation of recently enacted or pending legislation, because recent changes in taxation may be complex and lack authoritative interpretation.

THE PROPONENT ASSUMES NO RESPONSIBILITY FOR THE TAX EFFECT THAT CONSUMMATION OF THE PLAN WILL HAVE ON ANY GIVEN HOLDER OF A CLAIM OR INTEREST. HOLDERS OF CLAIMS OR INTERESTS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN ON THEIR INDIVIDUAL SITUATIONS.

The receipt by a Creditor or Interest Holder of cash or property in full or partial payment of its Claim or Interest may be a taxable event. To the extent that a portion of the cash or the fair market value of any property received is attributable to accrued and unpaid interest on a Claim being paid, a Creditor may recognize interest income. A Creditor or Interest Holder may also recognize gain or loss equal to the difference between the sum of the amount of cash received and the adjusted basis in the Claim or Interest for which the Holder receives amounts under the Plan. Such gain or loss may be treated as ordinary or capital depending upon whether the Claim or Interest is a capital asset. Under the backup withholding rules of the Tax Code, a Holder of a Claim or Equity Interest may be subject to backup withholding with respect to Distributions made pursuant to the Plan unless such Holder (i) is a corporation or comes within certain other exempt categories and when required demonstrates this fact, (ii) is a non U.S. Person not subject to backup withholding and when required executes the proper IRS form W-8BEN to demonstrate this fact or (iii) provides a correct taxpayer identification number and certifies under

penalty of perjury that the taxpayer identification number is correct and that such Holder is not subject to backup withholding due to a failure to report all dividends and interest.

June 27, 2022  
as modified October 30, 2022

Oimage, Inc.  
Journey of Light, Inc.  
Each a Debtor and Debtor in Possession

/s/ Frank J. Drohan  
Frank J. Drohan, President