

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

		In re:		Chapter 11
		NEOGENIX ONCOLOGY, INC.,		Case No. 12-23557 (TJC)
		Debtor.		

**NOTICE OF (1) APPROVAL OF DISCLOSURE STATEMENT;
(2) HEARING ON CONFIRMATION OF PLAN; (3) DEADLINE AND
PROCEDURES FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN;
(4) TREATMENT OF CERTAIN UNLIQUIDATED OR DISPUTED CLAIMS OR
INTEREST FOR NOTICE, VOTING, AND DISTRIBUTION PURPOSES;
(5) DEADLINE AND PROCEDURES FOR TEMPORARY ALLOWANCE OF CERTAIN
CLAIMS AND INTERESTS FOR VOTING PURPOSES; (6) RECORD DATE;
(7) VOTING DEADLINE FOR RECEIPT OF BALLOTS; AND (8) PROPOSED
RELEASE, INJUNCTION AND EXCULPATION PROVISIONS IN THE PLAN**

**TO ALL CREDITORS AND INTEREST HOLDERS OF
NEOGENIX ONCOLOGY, INC.:**

PLEASE TAKE NOTICE that Neogenix Oncology, Inc., the debtor and debtor in possession in the above-captioned case (the “**Debtor**”),¹ is soliciting votes on its First Amended Plan of Liquidation (as may be further amended or modified, the “**Plan**”) from holders of impaired claims and holders of impaired interests who are (or may be) entitled to receive distributions under the Plan.

PLEASE TAKE FURTHER NOTICE that if the Plan is confirmed by the United States Bankruptcy Court for the District of Maryland (Greenbelt Division) (the “**Bankruptcy Court**”) the terms of the Plan will be binding on all holders of claims against, and all current and former holders of equity securities and other interests in, the Debtor.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has entered an order on March 12, 2013 (the “**Solicitation Procedures Order**”) [Docket No. 282] approving the First Amended Disclosure Statement (the “**Disclosure Statement**”) with respect to the Plan and providing, among other things, that:

1. Confirmation Hearing Date. The hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”), will commence on **May 2, 2013 at 11:00 a.m. (Eastern)** or as soon thereafter as counsel can be heard, before the Honorable Thomas J. Catliota, United States

¹ Capitalized terms not otherwise defined in this notice shall have the meanings ascribed to them in the Disclosure Statement and/or the Plan.



Bankruptcy Court for the District of Maryland (Greenbelt Division), 6500 Cherrywood Lane, Greenbelt, Maryland 20770. The Confirmation Hearing may be adjourned from time to time by announcing the adjournment in open court. The Plan may be further modified, if necessary, under 11 U.S.C. § 1127 before, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

2. Objections To Confirmation. **April 19, 2013 at 4:00 p.m. (Eastern)** is fixed as the last date and time for filing and serving objections to confirmation of the Plan (the “**Objection Deadline**”). To be considered, objections, if any, to confirmation of the Plan must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the District of Maryland, (c) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtor, its estate, or its property, and (d) state with particularity the legal and factual bases for the objection. Any objections to confirmation of the Plan must either be: (i) filed with the Bankruptcy Court no later than the Objection Deadline using the Bankruptcy Court’s electronic case filing service (“**ECF**”) (for which an account, attorney-login, and password is required) together with a certificate of service, or (ii) if the filer is excused from filing through ECF under the Bankruptcy Court’s Local Rules, filed with the Bankruptcy Court at the address set forth above no later than the Objection Deadline in hard copy form together with a certificate of service and served by personal service, overnight delivery, or first-class mail, so as to be RECEIVED no later than the Objection Deadline, by the following:

Counsel for the Debtor: Greenberg Traurig LLP, 1750 Tysons Boulevard Suite 1200, McLean, Virginia 22102, Attn: Lawrence E. Rifken, Esq. and Thomas J. McKee, Jr., Esq. and Greenberg Traurig LLP, MetLife Building, 200 Park Avenue, New York, New York 10166, Attn: Maria J. DiConza, Esq.

Objections not timely filed and served in the manner set forth above shall not be considered and shall be deemed overruled.

3. Record Date. **March 15, 2013** is the record date (the “**Record Date**”) for determining (i) creditors and interest holders entitled to receive Solicitation Packages and other notices and (ii) creditors and interest holders entitled to vote to accept or reject the Plan. The proper holder of a docketed proof of claim or a docketed proof of interest or a scheduled claim or a scheduled interest will be determined by reference to the claims register or interest register of the Voting Agent (as defined herein), as may be modified by Notices of Transfer filed and reflected on the Court’s official docket (ECF), at 11:59 p.m. (Eastern) on March 15, 2013, and only those registered holders of claims or those registered holders of interests as reflected on the docket together with the Voting Agent’s database on the Record Date will be entitled to vote. Therefore, (i) the holders of any claims or holders of any interests filed and (ii) the transferees of any claims or the transferees of any interests for which Notices of Transfer have been filed after the Record Date will not be entitled to vote.

4. Voting Deadline. If you hold a claim against or an interest in the Debtor as of the Record Date, and are entitled to vote to accept or reject the Plan, you have received this Notice with a ballot form and voting instructions appropriate for your claim or interest. For your vote to be counted, ballots must be completed, executed, and RECEIVED by **April 19, 2013 at 4:00**

p.m. (Pacific) (the “**Voting Deadline**”) by Kurtzman Carson Consultants, LLC (the “**Voting Agent**”) at:

**Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245
Attn: Neogenix Oncology, Inc.**

Ballots may **NOT** be cast by facsimile transmission or other electronic means. **Ballots that are not received by the Voting Deadline will not be counted.**

5. Treatment of Certain Claims and Interests. Any holder of a claim that is unimpaired under the Plan is deemed to have accepted the Plan and is not entitled to vote on the Plan. Holders of claims in Class 1, Class 2 and Class 4 are unimpaired and their votes will not be solicited.

Any holder of an interest that is impaired and who will not receive or retain any property on account of such interest under the Plan is deemed to have rejected the Plan and is not entitled to vote on the Plan. Holders of interests in Class 6 are impaired and will not receive or retain any property under the Plan and their votes will not be solicited.

Any holder of a claim or an interest (a) that is either (i) not scheduled or (ii) scheduled in the Debtors’ schedules of assets and liabilities, or any amendment thereof (the “**Schedules**”) at zero, as unknown or as disputed, contingent or unliquidated, and (b) that is not the subject of (i) a timely-filed proof of claim or a timely filed proof of interest filed by the applicable Court-established bar date or (ii) a proof of claim or a proof of interest deemed timely filed by an order of the Bankruptcy Court before the Voting Deadline, will not be treated as a creditor or as an interest holder with respect to the claim or interest for purposes of (i) receiving notices regarding, or distributions under, the Plan or (ii) voting on the Plan.

Any holder of a claim or any holder of an interest who is otherwise entitled to vote on the Plan and (a) which is the subject of a timely filed proof of claim or a timely filed proof of interest or a proof of claim or a proof of interest deemed timely filed by an order of the Bankruptcy Court and (b) to which the Debtor has filed an objection to disallow the claim or to disallow the interest by March 22, 2013, which objection has not been resolved, will have its claim or its interest temporarily disallowed for purposes of voting on the Plan, subject to the right of the holder to file a Rule 3018(a) Motion (as defined herein), as set forth below. The Debtor is required to file an objection to a claim or an objection to an interest on or prior to March 22, 2013 for such objection to have the effect of disallowing such claim or interest for voting purposes.

Any holder of a claim or any holder of an interest who is otherwise entitled to vote on the Plan and (a) which is the subject of a timely filed proof of claim or a timely filed proof of interest or a proof of claim or a proof of interest deemed timely filed with the Bankruptcy Court and (b) to which the Debtor has filed an objection to modify the claim or interest in amount or classification by March 22, 2013, which objection has not been resolved, will have such claim or such interest allowed temporarily for voting purposes only, and not for purposes of allowance or distribution, in the amount or with the class set forth in the objection.

Subject to the foregoing provisions, any holder of a claim or any holder of an interest who is otherwise entitled to vote on the Plan and who filed against the Debtor a proof of claim or a proof of interest reflecting a claim or portion of a claim or an interest or a portion of an interest that is unliquidated, will have such claim or such interest allowed temporarily for voting purposes only, and not for purposes of allowance or distribution, for that portion of the claim or for that portion of the interest that is liquidated and no amount shall be allocated for voting purposes on account of the unliquidated portion. Fully unliquidated claims and fully unliquidated interests shall be counted for purposes of determining whether a sufficient number of the allowed claims or the allowed interests in the applicable class has voted to accept the Plan, but the allowed amount of the fully unliquidated claim shall be \$1.00 and allowed amount of the fully unliquidated interest shall be 1 share for voting purposes, subject to the right of the holder to file a Rule 3018(a) Motion, as set forth below.

6. Temporary Allowance of Claims and Interests. If you disagree with the Debtor's classification of, or objection to, your claim or your interest and believe that you should be entitled to vote on the Plan, **the Debtor encourages you to contact the Debtor's counsel promptly concerning your request.**

In the event that you are not able to reach a consensual resolution with the Debtor, then you must: (i) contact the Voting Agent to obtain a ballot and file the ballot by the Voting Deadline and (ii) timely file and serve a motion for order under Fed. R. Bankr. P. 3018(a) (a "**Rule 3018(a) Motion**") seeking the temporary allowance of your claim or of your interest for the purpose of voting to accept or reject the Plan.

The Rule 3018(a) Motion must be filed with the Clerk of the Court on or before **April 12, 2013 at 4:00 p.m. (Eastern)** (the "**Rule 3018(a) Motion Deadline**") and served so as to be received by the Notice Parties (as defined in the Solicitation Procedures Order) by the Rule 3018(a) Motion Deadline, in accordance with the procedures set forth in the Solicitation Procedures Order.

Rule 3018(a) Motions that are not timely filed and served in the manner set forth above will not be considered, and the claims or interests referred to therein will not be counted in determining whether the Plan has been accepted or rejected.

Any party who timely files and serves a Rule 3018(a) Motion in accordance with the paragraph above shall be permitted to cast a provisional ballot voting to accept or reject the Plan. If, and to the extent that, the Debtor and such party are unable to resolve the issues raised by the Rule 3018(a) Motion before the Voting Deadline, then, at the Confirmation Hearing, the Court will determine whether the provisional ballot is to be counted as a vote on the Plan and, if so, in what amount.

7. Release, Injunction and Exculpation Provisions Contained in the Plan. The Plan provides for certain releases, injunctions and exculpations of certain parties. The text of the release, injunction and exculpation provisions of the Plan are set forth below.

(i) *Exculpation and Releases*

(a) *Exculpation and Limitations of Liability*

Except as otherwise expressly provided in the Plan or in the Confirmation Order, the Released Parties shall not have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or any Holder of an Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates, or any of their successors or assigns, for any act or omission relating to, in any way, or arising from (i) the preparation and/or prosecution of this Chapter 11 Case, (ii) formulating, negotiating or implementing the Plan (including the Disclosure Statement), any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan; (iii) any other post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring or liquidation of the Debtor; (iv) the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the Consummation of the Plan, or (v) the administration of the Plan or the property to be distributed under the Plan, except for their gross negligence or willful misconduct as determined by a Final Order, and in all respects each of the Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to the foregoing matters. 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 such Released Parties from liability.

(b) Releases by the Debtor

Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, the Debtor, on its own behalf and as a representative of the Debtor's Estate, shall, and shall be deemed to, completely and forever release, waive, void, extinguish, and discharge unconditionally, each and all of the Released Parties of and from any and all claims, causes of action, obligations, suits, judgments, damages, debts, rights, remedies, and liabilities of any kind, type or nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are or may be based in whole or part on any act, omission, transaction, event, or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, its assets, property, or Estate or the Chapter 11 Case or the Plan or the Disclosure Statement, that may be asserted by or on behalf of the Debtor or its Estate, against any of the Released Parties; provided, however, that nothing in Article 10 of the Plan shall be construed to release any Released Party from their gross negligence or willful misconduct as determined by a Final Order.

(c) Releases by Holders of Claims and Holders of Interests

Except as otherwise expressly provided in the Plan or in the Confirmation Order, on the Effective Date, for good and valuable consideration, including the satisfaction of the Director and Officer Indemnification Claims and consistent with the treatment provided the Holders of Class 3 Claims under the Plan with respect to the Director and Officer Indemnification Claims, to the fullest extent permissible under applicable law, each Person that has held, currently holds, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, cause of action, or liability of any kind, type or nature whatsoever, or that has held, currently holds or

may hold any Interest, shall be deemed to completely and forever release, waive, void, extinguish, and discharge unconditionally each and all of the Released Directors and Officers of and from any and all claims, causes of action, obligations, suits, judgments, damages, debts, rights, remedies, and liabilities of any kind, type or nature whatsoever (including, without limitation, those arising under the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are or may be based in whole or part on any act, omission, transaction, event, or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor or its assets, property or Estate, the Chapter 11 Case or the Plan or the Disclosure Statement; provided, however, that nothing in Article 10 of the Plan shall be construed to release any of the Released Directors and Officers from their gross negligence or willful misconduct as determined by a Final Order.

(d) Exceptions to Releases

Notwithstanding the releases set forth in Article 10 of the Plan, the following Claims and Causes of Action are expressly excepted from such releases and such individuals and entities shall not be deemed to be either Released Parties or Released Directors and Officers, as applicable:

- (i) any and all Claims or Causes of Action against Peter Gordon, the Debtor's former CFO;*
- (ii) any and all Claims or Causes of Action against Daniel J. Scher, Esquire, the Debtor's former in-house counsel;*
- (iii) any and all Claims or Causes of Action against Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. and/or Nixon Peabody LLP, the Debtor's former outside counsel;*
- (iv) any and all Claims or Causes of Action against EisnerAmper LLP, the Debtor's outside auditor; and*
- (v) any and all Claims or Causes of Action against any unlicensed compensated finder involved in the sale of the Debtor's common stock.*

(e) Injunction Related to Exculpation and Releases

Except as provided in the Plan or in the Confirmation Order, as of the Effective Date, (i) all Claim Holders and Interest Holders and (ii) all other parties in interest in this Chapter 11 Case are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Released Parties or any Released Directors and Officers or their property on account of those matters identified and set forth in the foregoing exculpation and release sections, whether directly or indirectly, derivatively or otherwise:

- (i) *commencing, conducting or continuing in any manner, directly, indirectly or derivatively, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum;*
- (ii) *enforcing, attaching (including, without limitation, any prejudgment attachment), executing, collecting, or recovering in any manner, directly, indirectly or derivatively, any judgment, award, decree, or other order;*
- (iii) *creating, perfecting or enforcing, directly, indirectly or derivatively, in any manner, any lien or encumbrance of any kind;*
- (iv) *setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly, indirectly or derivatively, any amount against any liability or obligation that is discharged under Article 10 of the Plan; and*
- (v) *commencing or continuing in any manner, in any place of any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.*

Notwithstanding anything to the contrary contained in Article 10(C)(5) of the Plan, the injunction provided for therein shall not enjoin any Claim Holders, Interest Holders or other parties in interest from pursuing any claims against any Released Parties or any Released Directors and Officers based on any such Released Parties' or any such Released Directors and Officers' gross negligence or willful misconduct. In the event that any such Claim against any such Released Parties or any such Released Directors and Officers is brought based on their alleged gross negligence or their alleged willful misconduct and a Final Order is not entered finding any such Released Parties or any such Released Directors and Officers liable for either gross negligence or willful misconduct, then in that event, the party bringing such a Claim shall be deemed to have willfully violated the injunction provided for in Article 10(C)(5) of the Plan and shall be liable to any such Released Parties or any such Released Directors and Officers as more specifically set forth below.

Any Released Party or Released Director and Officer injured by any willful violation of such injunction shall recover actual damages, including, but not limited to, costs and attorneys' fees and expenses, and, in appropriate circumstances, may recover punitive damages from the willful violator. If the Released Party or Released Director and Officer seeks and receives indemnification for such damages from the Liquidating Trust, the Liquidating Trust shall become subrogated to the Released Party's or Released Director and Officer's rights and claims against such willful violator. Nothing contained in the Plan, however, shall require the Released Party or Released Director and Officer to first seek recovery of such damages from the willful violator as a precondition to seeking and receiving indemnification from the Liquidating Trust. Moreover, nothing contained in Article 10 of the Plan shall prohibit the Holder of a Disputed

Claim or the Holder of a Disputed Interest from litigating its right to seek to have such a Disputed Claim or Disputed Interest declared an Allowed Claim or an Allowed Interest and paid in accordance with the distribution provisions of the Plan or the Liquidating Trust Agreement, or enjoin or prohibit the enforcement by the Holder of an Allowed Claim or the Holder of an Allowed Interest from enforcing its rights under the Plan.

(ii) *Term of Bankruptcy Injunction or Stays*

Pursuant to Article 10 of the Plan, all injunctions or stays provided for in this Chapter 11 Case under sections 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 Effective Date.

<p>You Are Advised To Carefully Review And Consider The Plan As Your Rights Might Be Affected.</p>
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8. Information And Documents. Copies of the Disclosure Statement, the Plan, and any exhibits thereto are publicly available along with the docket and other case information by accessing the Voting Agent's website at <http://www.kccllc.net/neogenix> and may also be obtained, upon reasonable written request, from the Voting Agent at the address set forth above.

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